**FRAMEWORK AGREEMENT**

**on the supply of laboratory material**

**- Part 5: Reagent kits for genomic analysis, sample preparation and purification from 2025 to 2026**

**concluded in accordance with the provisions of Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code")**

Contracting Parties:

**BUYER:**

Company name/Name:  Institute of Applied Biotechnologies a.s.

Headquarters:     Kramolínská 955, 199 00 Prague 9

Represented by:     RNDr. Petr Kvapil, Chairman of the Board of Directors

Company ID No.:     27225712

VAT No.:         CZ27225712

Bank details:      UniCredit Bank Czech Republic and Slovakia, a.s.

            Account number: 1388101477/2700

The company is registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 9836.

Contact person for contractual matters:

* Mgr. Veronika Šmotková Kraiczová, Tel.: +420 731 426 056, e-mail: smotkova@iabio.eu

Contact person for the conclusion of sub-orders:

* Bc. Tereza Linhartová, Tel. +420 +420 731 127 721, e-mail: linhartova@iabio.eu

Buyer's email address for confirmation of receipt of the partial order by the Seller: iabio@iabio.eu

*(hereinafter referred to as the "Buyer")*

**SELLER:**

Business name / Name:  Bionano Genomics, Inc.
Registered office / Place of business:  9540 Towne Centre Drive, Suite 100,

San Diego , CA 92121, USA

Business registration name:  Bionano Genomics, Inc.

ID number:  Tax ID: 261756290

DUNS No: 145913666

Represented by:  Dr Erik Holmlin
Bank account:  East West Bank

Account No:92804535 - ABA No: 322070381 - SWIFT No: EWBKUS66XXX

Contact person:  Cyprien Dulac

Contact person for complaints:  Support - support@bionano.com

E-mail address of the Seller for sending orders related to the performance of individual sub-orders under this Framework Agreement:  **orders@bionano.com**
E-mail address for sending notification of the publication of this Framework Agreement in the Register of Contracts and for sending the electronically signed original of the Framework Agreement: **orders@bionano.com and** **cdulac@bionano.com**

*(hereinafter collectively referred to as the " Parties ")*

**I.**

**OBJECT AND PURPOSE OF THE FRAMEWORK AGREEMENT**

1. The Purchaser, as the contracting authority for the tender entitled "Supply of Laboratory Supplies - **Part 5: Reagent kits for genomic analysis, sample preparation and purification** from 2025 to 2026" (hereinafter referred to as the "Framework Agreement") awarded under the tender procedure, has decided to select the bid of the Seller, as a participant in the tender procedure. The Seller and the Buyer hereby enter into this Framework Agreement for the performance of the subject matter of the tender on the date, month and year set out below, for the purpose of securing the supply of consumables.
2. The subject of this framework agreement is to determine the terms and conditions for ensuring the supply of laboratory materials **- Part 5: Reagent kits for genomic analysis, sample preparation and purification** from 2025 to 2026 to the Institute of Applied Biotechnologies a.s., the seller to the buyer, including the transport of goods to the place of performance, to the place designated by the buyer and all other costs specified in the procurement procedure.
3. Deliveries of goods shall be supplied to the Buyer by the Seller in the appropriate specification, quality and under the terms and conditions set out in this Framework Agreement and the Technical Terms and Conditions and Technical Specification of the offered performance, which forms an integral part of this Framework Agreement as Appendix 1 (hereinafter also referred to as "Goods").

In accordance with Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the " PPA"), this Framework Agreement is a framework agreement concluded with a single participant, where all the terms and conditions of performance are defined in this Framework Agreement.

1. The purpose of the agreement is the acquisition of quality equipment, the acquisition of which is necessary for the fulfilment and further development of the research needs of the Buyer in particular within the framework of the programme of the Ministry of Industry and Trade "Operational Programme Technology and Applications for Competitiveness" (OP TAK). The characteristics and design of the acquired items correspond to the esteem that the Buyer as well as its employees enjoy.
2. On the basis of this Framework Agreement, the Buyer shall place sub-orders with the Seller according to its actual needs. These sub-orders placed under this Framework Agreement shall be concluded on the basis of an official order from the Buyer from the Vario system (hereinafter also referred to as "Order") by the Buyer for the provision of the performance and its written confirmation by the Seller, in the form of an order confirmation email, whereby the Seller accepts the Order.
3. The performance of the subject matter of this Framework Agreement and the mutual rights and obligations arising therefrom shall be governed by the provisions of this Framework Agreement and the contents of the individual orders. The performance of the subject matter of this Framework Agreement and the individual orders shall be governed in particular by the relevant provisions of the Civil Code on the contract of sale.
4. The Seller's activities shall result in the fulfilment of each order placed by the Buyer under this Framework Agreement, which, in accordance with Article II. of this Framework Agreement, shall mean the proper provision of supplies to the Buyer at the time and place of performance specified in the order and under the terms and conditions set out in this Framework Agreement and its appendices.
5. The subject of the framework agreement will be procured depending on the needs of the project. The quantities of individual items in Appendix 1 are only estimated/projected quantities, which may vary during project implementation. The Buyer does not undertake to purchase the entire quantity of the goods specified in Appendix 1.
6. The Buyer is entitled to order a larger quantity of goods than specified in Appendix 1 during the term of the Framework Agreement, provided that it does not exceed the limits set by the Project.
7. Following the basic principles of public procurement set out in the Public Procurement Act (PPA), the Seller is interested in the performance of the Contract in accordance with the principles of socially responsible procurement, environmentally responsible procurement and innovation. On this basis, the Seller declares that:
8. ensure the legal employment of persons in the performance of the Contract and ensure an adequate level of occupational safety and fair and dignified working conditions for workers involved in the supply of the Goods. An adequate level of occupational safety and fair and dignified working conditions means working conditions that meet at least the minimum standards set by labour and wage laws. The Buyer shall be entitled to request the production of documents from which these obligations arise and the Seller shall be obliged to provide them to the Buyer without undue delay. The Seller shall ensure that its subcontractors also comply with the requirements of this provision of the Contract. Failure of the Seller to comply with its obligations under this provision of the Contract shall be deemed a material breach of the Contract.
9. ensure the proper and timely performance of financial obligations to its subcontractors, where proper and timely performance shall be deemed to be full payment of invoices issued by the subcontractor for the performance provided to the Seller for the performance of the Work, and always no later than 30 days after receipt of payment by the Buyer for a specific performance (unless the due date of the invoice issued by the subcontractor has already occurred earlier). The Contractor undertakes to pass on the identical obligation to the next levels of the supply chain and to oblige its subcontractors to fulfil and disseminate this obligation also to the lower levels of the supply chain. The Customer shall be entitled to request the production of evidence of payments made to subcontractors and of the contract concluded between the Vendor and the subcontractors, and the Vendor shall provide it without delay. Failure of the Seller to comply with its obligations under this provision of the Contract shall be deemed a material breach of the Contract.
10. in connection with the performance of the Contract, seek to minimize environmental impact, respect sustainability or circular economy opportunities and, where possible and appropriate, implement new or significantly improved products, services or processes; it shall also require this commitment from its subcontractors.
11. The Buyer is a recipient of subsidies for the implementation of the subject of the agreement from the programme of the Ministry of Industry and Trade - "Operational Programme Technologies and Applications for Competitiveness" (OP TAK) Applications - Call I. within the projects BiomGuard (CZ.01.01.01/01/22\_002/ 0000715) and DiPha (CZ.01 .01.01/01/01/ 22\_002/ 0000717). The Parties acknowledge that any, even partial, non-performance of the obligations arising from this Agreement, whether on the part of the Seller or the Buyer, may jeopardize the use of the subsidy funds provided for the implementation of the subject of the Agreement, or may lead to the imposition of sanctions on the Buyer by the authorities authorized to exercise control over the projects under which the subsidy funds are provided. The damage that the Buyer may incur by failing to fulfil its obligations under this Agreement may exceed the agreed purchase price.

**II.**

**THE PROCEDURE FOR CONCLUDING SUB-ORDERS**

1. Orders placed by the Buyer with the Seller under this Framework Agreement shall always be concluded under the technical and commercial conditions defined in this Framework Agreement on the basis of an official order from the Vario system to provide the performance (order).
2. Orders for the performance of individual sub-deliveries for the performance of this Framework Agreement shall be placed by the Buyer by email to the email address of the Seller specified for these specific purposes in the introductory header of this Framework Agreement.
3. The Seller shall acknowledge receipt of the order in writing no later than the third business day after receipt of the order by email to the email address of the Buyer who placed the order.
4. The Parties agree that, when concluding partial orders, the Seller shall be deemed to have confirmed the order in writing also if the confirmation is made from the Seller's e-mail address specified for the purposes of sending orders in the initial header of this Framework Agreement or sent by e-mail bearing a guaranteed electronic signature.
5. Delivery of the confirmation is considered as acceptance of the order by the Seller and the moment for the commencement of the subcontract performance.
6. An order from the Vario system must contain at least:
7. the name of the framework agreement - "Supply of laboratory supplies - **Part 5: Reagent kits for genomic analysis, sample preparation and purification** from 2025 to 2026" the date of its conclusion;
8. the order number assigned by the Buyer;
9. identification data of the Purchaser - ID: 27225712, VAT: CZ27225712, name: Institute of Applied Biotechnologies a.s.;
10. identification of the final recipient within the company (place of delivery of the goods to the Buyer), including a contact person for delivery and receipt of the goods;
11. identification of the seller;
12. definition of the subject of the contract (exact specification of the item of destination of the goods as per Annex 1);
13. the quantity requested;
14. the unit price in USD excluding VAT;
15. the total price in USD excluding VAT, the amount of VAT in CZK and the total price in CZK including VAT;
16. the registration number and name of the project.
17. All deliveries will be transported to the place of performance:

Institute of Applied Biotechnologies a.s., Building C, Science and Technology Park of Palacký University in Olomouc - Šlechtitelů 920/19, 779 00 Olomouc - Holice.

It is necessary to deliver the goods to the specific building/room of the given department, which is usually located within the Buyer's premises, unless the parties agree otherwise.

1. The time limit for delivery of the subject of performance (delivery) shall be as **90 days**, from the day following receipt of the order confirmation by the Buyer. The Seller shall inform the Buyer of the receipt of the order to the Seller's email address specified for these specific purposes in the introductory header of this Framework Agreement, no later than the next working day after receipt of the official order. The Seller shall give at least 3 days' notice of the specific day and time of delivery of the Deliverable by email to the Buyer's contact person specified in the Purchase Order. If the Seller fails to comply with this obligation, the Buyer is not obliged to accept the unannounced delivery (he is not in default in such case).

If the last day of the deadline for delivery of the set of goods falls on a Saturday, Sunday or public holiday, the last day of the deadline is the next working day. Unless otherwise agreed between the Seller and the Buyer, delivery of the goods shall take place on working days, Monday to Friday between 8:00 a.m. and 3:00 p.m. If the Seller fails to comply with this obligation, the Buyer is not obliged to take delivery of the unsolicited delivery (in which case the Buyer is not in default).

1. Unless otherwise agreed between the Seller and the Buyer, the Seller shall deliver the subject of performance from the same order at the same time.
2. The Buyer shall purchase from the Seller individual types of goods according to its actual needs that arise during the performance of the Framework Agreement. The quantity of goods taken within one order shall not affect the unit price for each type of goods.
3. In the event that the order does not contain the aforementioned elements, the Seller is not obliged to confirm the order, but shall promptly notify the Buyer of the deficiencies in the order and provide the Buyer with the necessary cooperation to eliminate the defects in the order.

**III.**

**PRICE AND PAYMENT TERMS**

1. The purchase price - partial prices for individual items and their accessories are set on the basis of the Seller's offer submitted in the framework of the tender procedure as maximum and not exceedable prices for the supplies defined in the Itemized Budget in Appendix 1 to this Framework Agreement, in american dollars (USD).

Unit price - The price for individual items cannot be increased even by agreement of the parties; however, the Seller is entitled to unilaterally reduce the unit price of the item(s), i.e. to provide the Buyer with a discount from the unit prices while maintaining the quality and quantity of the delivered subject of purchase in accordance with this Framework Agreement and the partial call for performance.

These prices include all costs associated with the delivery of the goods, in particular the costs of acquisition of the goods including the costs of their production, the costs of transporting the goods to the place of performance, up to the place specified by the buyer. The agreed purchase price is independent of price and exchange rate changes.

1. The purchase price under the relevant Order shall be determined as the sum of the prices for the relevant types of Goods placed under the relevant Order according to the quantity of the Goods requested by the Buyer and the unit price of the relevant type of Goods set out in Appendix 1 to this Framework Agreement.

Unless otherwise expressly stated, all prices in this Framework Agreement are exclusive of value added tax. The Seller shall be entitled to add VAT to the purchase price in the amount determined in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, (hereinafter referred to as "VAT Act"), on the date of the taxable transaction (hereinafter referred to as "TAD"). TAD is the date of receipt of the goods.

1. Each delivery made on the basis of an individual order (hereinafter referred to as "delivery") shall be invoiced by a separate tax document, the date of the taxable performance being the date of the acceptance of the delivery signed by the authorised persons of both parties on the delivery note. This delivery note must be attached to the relevant tax document.
2. The purchase price shall be paid after proper handover and acceptance of the delivery of goods under Article II of this Framework Agreement on the basis of tax documents (hereinafter referred to as invoices) issued by the Seller.
3. The due date of the Seller's invoice shall be 30 days from the day following the date of delivery of a faultless invoice to the Buyer's registered office. The Parties agree that Section 1963 of the Civil Code shall not apply to the regulation of the due date of invoices and shall be replaced by the provisions of this Framework Agreement.
4. The invoice must be received by the Seller within 14 days from the time of delivery. In the event of failure to meet this deadline, the Seller shall be in default, which shall exclude the Buyer's default in payment of the purchase price.
5. The Seller's invoice must have the requisites of a tax and accounting document, correspond in form and content to Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 235/2004 Coll., on Value Added Tax, as amended, and have the requisites of a commercial document pursuant to Section 435(1) of the Civil Code. The invoice shall also be accompanied by an annex - the delivery note. The invoice must contain in particular:
	* the title of the framework agreement - 'Supply of laboratory material **- Part 5: Reagent kits for genomic analysis, sample preparation and purification** from 2025 to 2026';
	* the registration number and the name of the project;
	* the identification of the invoice and its serial number;
	* identification details of the Buyer, including VAT number;
	* identification details of the Seller including VAT number;
	* the particulars of the commercial deed;
	* the bank account to which the payment is to be made, which must, however, be published by the tax authorities in a manner allowing remote access;
	* a description of the contents of the accounting document;
	* the date of issue;
	* the date on which the taxable transaction took place;
	* the total amount of the price excluding tax;
	* the tax rate;
	* the total amount of tax;
	* the total price including tax;
	* signature of the Seller's responsible person;
	* attachments:

- original of the mutually signed Delivery Note.

In the event that the invoice does not contain the aforementioned elements, it will be returned to the Buyer for correction without reimbursement. In this case, the due date shall start again from the date of delivery of the corrected or newly prepared invoice. An incomplete invoice shall also be deemed to contain an account which is not published by the tax administrator within the meaning of Section 109(2)(c) of Act No. 235/2004 Coll. on Value Added Tax, as amended (hereinafter also referred to as the VAT Act). In this case, at the Buyer's option, the invoice shall either be returned without reimbursement or paid to another account of the Seller which is published by the tax administrator in a manner allowing remote access within the meaning of Section 109(2)(c) of the VAT Act.

1. The Seller is obliged to inform the Buyer immediately in writing of any relevant fact referred to in Section 109 paragraph 1 letter a), b) and c) of the VAT Act that could be related to the non-payment of the taxable supply under the VAT Act. In the event of receipt of such information on the facts referred to in Section 109 paragraph 1 letter a), b) and c) of the VAT Act, the Buyer reserves the right to pay the tax (hereinafter referred to as "VAT") on the taxable supply under this Framework Agreement directly to its competent tax authority on behalf of the Seller. In the event of non-compliance with the information obligation under this Article, the Seller shall be obliged to pay the Buyer a contractual penalty pursuant to Article V. paragraph 4 of this Framework Agreement.
2. The Parties acknowledge that the tax administrator publishes the unreliable VAT payer in the register of unreliable VAT payers maintained by the Ministry of Finance of the Czech Republic as of 1 April 2013 and that the Buyer, pursuant to Section 109(3) of the VAT Act, is liable as the recipient of the taxable supply at the time of its performance for the unpaid VAT on this supply.
3. If at the time of the taxable performance the Seller of the taxable performance is listed in the register of unreliable VAT payers, or if any of the other facts decisive for the Buyer's liability occur, the Buyer is entitled to pay the Seller only the purchase price without VAT and pay the VAT to the relevant tax administrator according to the applicable legislation. The Buyer shall inform the Seller of the payment of VAT to the tax administrator by means of a copy of the notification to the tax administrator pursuant to Section 109 a) ZDPH without undue delay.
4. The Buyer's monetary obligation (debt) shall be deemed fulfilled on the date when the amount due is debited from the Buyer's account, even if the Buyer performs according to the aforementioned article to the relevant tax administrator.

**IV.**

**GUARANTEE**

* + 1. The Seller shall be liable for defects in the goods at the time of delivery, defects detected in the period between delivery to the Buyer and the beginning of the warranty period and defects detected during the warranty period. The Seller warrants that the Goods will retain their characteristics specified in this Agreement, in particular all characteristics defined in Appendix 1 of this Agreement, during the warranty period and that they will be fit for the purpose defined in Article I of this Agreement during the warranty period. The warranty period for the quality (durability) of the goods delivered for the entire subject of performance shall be: **minimum 9 months.**

The warranty period shall commence on the date of signing the protocol of handover and acceptance of the delivery /delivery note by the Buyer.

* + 1. The expiration date of the goods must be at least **9** **months** at the time of delivery by the Seller to the Buyer.
		2. If during the warranty period a defect of the delivered Goods comes to light, the Buyer shall apply to the Seller without undue delay after its discovery, no later than on the last day of the warranty period, for the removal of the defect of the Goods. Even a claim sent by the Buyer on the last day of the warranty period shall be deemed to be timely filed. In the written complaint, the Buyer shall provide a description of the defect or information on how the defect manifests itself and the manner in which it requires rectification.

The buyer is entitled to demand:

* to remedy the defect by supplying a new faultless performance

The Seller is obliged to remove the defect complained of within 30 days from the date of receipt of the complaint. In the event that the Seller fails to remove the defect within the agreed time limit or if the Seller refuses to remove the defect, the Buyer is entitled to remove the defect at its own expense and the Seller is obliged to reimburse the Buyer for the costs incurred to remove the defect within 21 days from the date of their written application to the Seller.

* + 1. The buyer has the right to withdraw from the agreement even if the seller has assured him that the goods have certain characteristics, in particular those exchanged by the buyer, or that they have no defects, and this assurance proves to be false.
		2. The buyer shall be entitled to reimbursement of the necessary costs incurred by him in connection with the exercise of his rights under liability for defects.
		3. The exercise of liability for defects shall not affect the right to compensation for damages.

**V.**

**CONTRACTUAL PENALTIES AND DAMAGES**

* 1. In the event of delay of the Seller with the order confirmation date, the Buyer is entitled to charge the Seller a contractual penalty of 0.05% of the offer price of the subject of the order for each day after exceeding the deadline, but at least CZK 200,- (two hundred Czech crowns), up to 50% of the order price.
	2. In the event of the Seller's delay in the delivery of the goods or delivery of a new faultless performance according to Article IV, paragraph 2 of this Framework Agreement (claims), the Buyer is entitled to charge the Seller a contractual penalty of 0.2% of the offer price of the subject of the order for each day after the deadline is exceeded, but not less than CZK 500 (five hundred Czech crowns), up to 100% of the price.
	3. If the Buyer is in delay with the payment of the invoice against the agreed date, the Seller is entitled to charge the Buyer interest on the delay in the amount of 0.10% of the amount due, but at least 50 CZK for each day of delay. The interest on delay according to this paragraph is not calculated on the VAT which the Buyer pays directly to the Seller's tax administrator.
	4. In case of non-compliance with the information obligation under Article III, paragraph 8 of this Framework Agreement, the Seller is obliged to pay the Buyer a contractual penalty in the amount of 20% of the amount of such potentially unpaid tax (of the amount that the Buyer is liable for the potentially unpaid tax according to § 109, paragraph 1, letter a) of the VAT Act).
	5. The payment of the contractual penalty shall not affect the Buyer's right to compensation for damages caused to it by the breach of the Seller's obligation to which the penalty applies. The Parties agree that Section 2050 of the Civil Code shall not apply to the application of the contractual penalty and the claim for damages arising from the breach of this Framework Agreement.
	6. The parties shall be obliged to compensate for damages in accordance with Section 2909 et seq. of the Civil Code. Damages shall be paid in money.

**VI.**

**THE DURATION OF THE FRAMEWORK AGREEMENT**

1. This Framework Agreement shall enter into force on the date of signature by the Parties.
2. This Framework Agreement shall enter into force on the date of its publication in the Register of Contracts pursuant to the Act on the Register of Contracts. This Framework Agreement shall be concluded until 30 September 2026 or until the amount (i.e. the provision of performance by the Seller in the amount of) 8 000 000 CZK excluding VAT, whichever is earlier.

**VII.**

**TERMINATION OF THE CONTRACTUAL RELATIONSHIP**

1. The contractual relationship established by this Agreement may be terminated by performance of the subject matter of the performance, by agreement of the Parties or by withdrawal from this Agreement.
2. The Buyer is entitled to withdraw from this Agreement in the following cases:
	1. there is a material breach of the obligations imposed on the Seller by this Agreement;
	2. insolvency proceedings are brought against the Seller's assets;
	3. there is a non-substantial breach of the obligations imposed on the Seller by this Agreement, which the Seller fails to remedy within the additional period provided;
	4. the Seller fails to comply with the Buyer's instructions despite written notice from the Buyer.
3. The Framework Agreement may be terminated before the expiry of the agreed period by notice given by one of the Parties for any reason or for no reason at all, with a three-month notice period commencing on the first day of the month following the delivery of the notice to the other Party.
4. Termination of this Agreement shall take effect upon delivery of the notice of termination to the other Party.
5. In case of doubt, the notice of termination shall be deemed to have been served on the other Party on the third calendar day after the date of its filing with the Postal License Operator.
6. In the event that there are grounds for early termination of the Agreement pursuant to Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code") and unless the Parties agree otherwise, the notice period shall be 3 months and shall commence on the 1st day of the calendar month following the month in which the written notice was delivered to the other Party. In case of doubt, the notice shall be deemed to have been served on the other party on the third calendar day following the date of its lodgement with the postal operator. If the Seller terminates the Framework Agreement by notice, the Seller shall be obliged to complete the performance of all orders placed by the Buyer by the day preceding the last day of the notice period.
7. In the event that in the course of performance of this Framework Agreement the Goods are modified, the catalogue number is changed, or there is any change in the composition, characteristics or production of the Goods, or the Goods subject to this Agreement are no longer available or will not be produced, the Seller shall immediately inform the Buyer of this fact. In such event, a change to a modified (altered) type of Goods may occur and Seller shall be entitled to supply such modified (altered) type of Goods in such event only if the following conditions are met:
8. the modified (altered) type of Goods will meet the Buyer's requirements for quality, workmanship, features and other requirements, if any, which the Buyer expected from the Goods originally supplied;
9. there is no increase in the Purchase Price;
10. both Parties agree to the replacement of the originally supplied Goods The change to the modified (altered) type of Goods shall be agreed by concluding an amendment to this Framework Agreement.
11. In the event that the Buyer does not agree with the transition to the modified (altered) type of Goods and the Goods originally specified in the agreement are unavailable, the Buyer is entitled to withdraw partially or completely from the sub-agreement concluded by accepting the order sent on the basis of this framework agreement.
12. In the event that the Buyer does not agree to the transition to the modified (altered) type of Goods and the Goods originally specified in the agreement are permanently unavailable, the Buyer is entitled to withdraw from this Framework Agreement.

Unless the parties agree otherwise, the notice period shall be 3 months and shall commence on the 1st day of the calendar month following the month in which the written notice is delivered to the other party. In case of doubt, the notice shall be deemed to have been served on the other party on the third calendar day following the date of its lodgement with the postal operator.

**VIII.**

**OTHER AGREEMENTS**

1. The parties to this Framework Agreement agree that any contractual relations not expressly covered by this Framework Agreement shall be governed by the Civil Code.
2. The Appendices are an integral part of the Framework Agreement, namely: Appendix No. 1 Specification of Goods and Itemized Budget.
3. This Framework Agreement may be amended or supplemented only by a written amendment signed by both parties. This Framework Agreement is executed in an electronic original.
4. The Seller acknowledges that pursuant to Section 2 (e) and Section 13 of Act No. 320/2001 Coll., on financial control in public administration, as amended, it is a person obliged to cooperate in the performance of financial control and undertakes to cooperate in the performance of financial control in accordance with the aforementioned regulation. This obligation shall also apply to those parts of the framework agreement and documents related to the implementation of the framework agreement which are subject to protection under specific legal provisions (e.g. as trade secrets, classified information), provided that the requirements laid down by the legal provisions are met. The Seller also undertakes to oblige its subcontractors, if any, to do likewise.
5. The Seller undertakes, under the conditions set out in the framework agreement, in accordance with the Buyer's instructions and with all due care, to archive for a period of at least 10 years after the end of support provided in the project or program, i.e., until and including 30 September 2036, all documents created in connection with the performance of the framework agreement, and to allow the Buyer access to these documents at any time during this period; after the expiration of this period, the Buyer is entitled to take over these documents from the Seller free of charge.
6. In accordance with the provisions of Section 219 of the Public Procurement Act (PPA), the Seller is obliged to tolerate the publication of this framework agreement, including any amendments, by the Contracting Authority, and to provide full cooperation in fulfilling the obligations arising from this provision of the PPA.
7. The Parties declare that they are aware that this framework agreement will be published by the Buyer in the Register of Contracts in accordance with the Act on the Register of Contracts.
8. The Parties declare that, prior to signing this framework agreement, they mutually clarified which parts of the agreement are to be considered confidential and will not be published in the Register of Contracts.
9. If the Parties do not publish certain parts of this framework agreement in the Register of Contracts pursuant to the Act on the Register of Contracts, it is for the purpose of protecting their mutual legitimate interests, in particular the protection of intellectual property rights, trade secrets, know-how, classified information, personal data, or similar rights of third parties.
10. In the event of a situation as anticipated in Section 7(1) or (2) of the Act on the Register of Contracts (cancellation of the framework agreement from the outset), the contracting parties undertake to:
	1. act in such a manner as to remedy the consequences, i.e., to rectify the situation by publishing the relevant parts of the framework agreement in the Register of Contracts;
	2. if, despite a court decision or the decision of a superior authority, they still consider the protection of the interests referred to in paragraph 8 of this Article to be justified, they shall respect the rights mutually acquired in good faith and, in this context, undertake not to exercise the right to claim unjust enrichment against each other, not to demand the return of any performance provided, and that neither party shall assign any claim for unjust enrichment/return of performance under the cancelled agreement to a third party.
11. The Parties also waive, as between themselves, the right to claim compensation for any damage arising in connection with the non-disclosure, incorrect disclosure, or incomplete disclosure of the framework agreement in the Register of Contracts.
12. The Parties agree that any cancellation of the framework agreement pursuant to the Act on the Register of Contracts shall not affect:
	1. the right to payment of contractual penalties or default interest, if already due,
	2. the right to compensation for damage arising from a breach of contractual obligations,
	3. the security for any debt,
	4. the provisions under point 9 of this Article, or
	5. any provisions which, by their nature, are intended to bind the parties even after the termination of the framework agreement, in particular provisions concerning the method of dispute resolution.
13. If any provision of this framework agreement is or becomes invalid or ineffective, such invalidity or ineffectiveness shall not affect the validity or effectiveness of the remaining provisions of this framework agreement. Matters governed by the invalid or ineffective provision shall be assessed in accordance with generally binding legal regulations that best correspond, in purpose and substance, to the subject matter of the invalid or ineffective provision.
14. By signing this framework agreement, the Parties confirm that they have read it prior to signing, that they agree with its content, that the agreement constitutes the entire agreement between them, and that it was not concluded under duress or under conspicuously disadvantageous conditions. In witness thereof, they affix their signatures.

**Date:** **Date:**

**Buyer:** **Seller:**

Institute of Applied Biotechnologies a.s. Bionano Genomics, Inc.

**Name, Surname, function:** **Name, Surname, function:**

RNDr. Petr Kvapil, Chairman of the Board of Directors Erik Holmlin President and CEO,

Bionano

**Signature:** **Signature:**

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