

Sales Agreement

concluded by the Customer and the Seller in accordance with Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code of the Czech Republic

Preamble

This Sales Agreement (“Agreement”) is entered into by and between the Customer and the Seller pursuant to Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, for the purpose of establishing their mutual rights and obligations arising from the sale of goods under this Agreement.

The pricing, terms and conditions included in this agreement are strictly confidential and subject to the confidentiality provisions contained in this agreement.

THIS AGREEMENT is made on and effective from 19/12/2025 (“Effective Date”).

BETWEEN

LATVIA MGI TECH, SIA, whose registered office is located at Maripes pag., “Lidostas parks“, LV-2126. Latvia (hereinafter “**SELLER**”); and

The Institute of Endocrinology whose address is located at Narodni 8, 110 00 Prague, Czech Republic, VAT ID for EU: CZ00023761 (hereinafter “**Customer**”)

(Collectively, the “**Parties**” and each, a “**Party**”).

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Sales Agreement (“this Agreement”), the parties to this Agreement agree as follows:

1. **Definitions.**

- 1.1. “**Affiliate(s)**” means in relation to any Party, any other party that directly or indirectly controls or is controlled by or is under common control with such Party. For the purposes of this definition, control means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other party, whether through the ownership of voting shares, by contract or otherwise, and controls and controlled shall be interpreted accordingly.
- 1.2. “**Consumable(s)**” means all products intended by SELLER for use with, and to be consumed through the use of Hardware, as specified in the Specifications (including but not limited to arrays, custom arrays, oligo pools, custom oligo pools, flow cells, sample preparation kits, and reagent kits).
- 1.3. “**Custom Product(s)**” means any products specifically made (i) for Customer or (ii) to Customer’s design requirements, including, without limitation, custom oligo pools, and custom arrays.
- 1.4. “**Documentation**” means user manuals, protocols or other documentation provided by SELLER under this Agreement or in connection with the Products and related to the use and maintenance of the Products.

- 1.5. “**Facility**” means Customer’s facility located at the shipping address specified in this Agreement.
- 1.6. “**Product(s)**” means any and all of the Consumables, Hardware, Software, and other items sold by SELLER to Customer hereunder.
- 1.7. “**Hardware**” means Instruments, library preparation systems, accessories or peripherals, and any other hardware, as specified in the Specifications.
- 1.8. “**Instrument(s)**” means genetic sequencer provided hereunder, as specified in the Specifications.
- 1.9. “**Intellectual Property Rights**” means all patent rights, copyrights trade secrets, know-how, trademark, service mark and trade dress rights and other intellectual property rights, current or future, under the laws of any jurisdiction, together with all applications therefore and registrations thereto.
- 1.10. “**Software**” means the Software provided under this Agreement, and the relevant updates or options provided under any future agreements between the Parties, as incorporated or embedded in Hardware or components thereof or otherwise provided under this Agreement whether or not there is a separate charge therefor, including any Software that is provided by a third party. All references in this Agreement to the “purchase” or “sale” of Software shall mean the acquiring or granting, respectively, of a license to use such Software to exercise the rights pertaining to such Software that are expressly set forth herein.
- 1.11. “**Specifications**” means the written specifications for Products that are contained in this Agreement, any Documentation, in effect from the Effective Date of this Agreement or the date Customer places the order for such Products.

2. Products Description, Quantity and Price

Customer agrees to buy and SELLER agrees to sell the following item for Customer’s own use in research under the terms and conditions set out hereunder:

Catalog #	Product Description	Specifications	Unit Price (CZK)	Qty	Subtotal (CZK)
900-000991-00	DNBSEQ-T1+RS	Genetic Sequencer	2.999.000	1	2.999.000
Total					CZK 2.999.000

The prices set forth in this Agreement shall only cover the Products, delivery, transportation, and installation costs, and exclude any taxes. SELLER reserves the right to amend the terms in any respect whatsoever should any details change or relevant information come to light. Installation includes verification of full functionality (including connection to the computer network of the Institute of Endocrinology), performance of all prescribed tests and tests related to the installation defined by the manufacturer. The price includes Preventive Maintenance (PM) of the Instrument during the warranty period at the Seller's expense. Unless otherwise defined by the manufacturer, at least once during the warranty period. A report of these inspections must be issued to the Buyer.

3. Payment

3.1. Full payment for the Products under this Agreement shall be made by Telegraphic Transfer (T/T) upon the issuance of invoice to Customer by SELLER. SELLER shall deliver the Products to Customer within forty five (45) days from the date that payment is received by SELLER. SELLER shall issue receipt of payment after payment has been made by Customer. Unless otherwise stated in the invoice, all payments due to SELLER from the Customer under this Agreement shall be made in CZK.

3.2. Customer shall make payment to SELLER to the following account :

Company Name: Latvia MGI Tech SIA

EUR Account No: LV93UNLA0055002270553

Bank Name: SEB BANKA AS

3.3. SWIFT Code: UNLALV2X Any amount due not received by SELLER upon the due date shall be subject to a charge equal to the lesser of (i) one and a half percent (1.5%) per month and (ii) the maximum rate permitted by applicable laws governing this Agreement. The Customer shall pay all of the SELLER's costs and expenses (including reasonable attorney's fees) to enforce and preserve the SELLER's rights and cost of collection.

4. Shipping Terms

4.1. Information

Bill To: Economic and Technical Department, Institute of Endocrinology,
Narodni 8, Prague 1, 110 00 Czech Republic, Attn: xxxx xxxxxx, email: fakturace@endo.cz,
Tel: +420 xxx xxx xxx

Ship To: Department of Molecular Endocrinology, Institute of Endocrinology,
Narodni 8, Prague 1, 110 00 Czech Republic, Attn: xxxx xxxxxx, email: xxxxxx@endo.cz, Tel: +420 xxx xxx xxx

Date of shipment: 22/12/2025

4.2. Terms of trade: DAP, Riga (Incoterms 2010)

4.3. Transportation: by land

4.4. Partial shipment: Not Allowed

4.5. Shipping document or special shipment required (including information of Notify Party on the AWB):

4.6. Delivery Location: Department of Molecular Endocrinology, Institute of Endocrinology,

Narodni 8, Prague 1, 110 00 Czech Republic

5. Delivery, Inspection and Risk

- 5.1. SELLER shall deliver the Product DAP Riga, in accordance with Clause 4 of this Agreement.
- 5.2. Customer shall inspect the Products upon delivery and shall notify SELLER at the delivery location for any defects. Customer shall sign and provide SELLER the written confirmation of receipt which shall be conclusive evidence that Customer has examined the Products and that the Products are in conformity with the description, in good order and condition, of satisfactory quality and fit for any purpose to which they may be required.
- 5.3. Risk of damage to or loss of the Products shall pass to Customer in accordance with the terms of trade specified in Clause 4.3 of this Agreement. As collateral security for the payment of the purchase price of the Products, Customer hereby grants to SELLER a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

6. Custom Products

They are not defined for the purposes of the Agreement.

7. Installation and Starter Training

- 7.1. Customer shall complete the laboratory environment preparation and notify SELLER in writing to install the Instrument and provide Starter Training within 60 days from the date of receipt of the Instrument. If such written notice is overdue, SELLER will no longer provide free installation and starter training. For sake of clarity, SELLER will only be responsible for installation of the Instrument on condition that Customer has properly prepared the site in the Facility as required by SELLER.
- 7.2. Customer shall provide necessary assistance during the installation process, as well as provide installation conditions that meet SELLER's requirements, and shall bear all costs incurred by the third party arising from the installation process, including but not limited to entrance fees, handling fees, electricity charges, elevators user fees, storage fees.
- 7.3. On the date that SELLER completes the installation of the Instrument, representative of Customer shall sign installation files provided by SELLER on the spot and submit it to SELLER. Any representative of Customer who sign on the installation files shall be deemed duly authorized by Customer and has the authority to bind upon Customer. Such installation files cannot be withheld without reasonable cause. In the event that the Customer fails to sign the installation files and does not submit written objections to SELLER within 10 calendar days, it shall be deemed that the Customer has accepted that the Instrument has been successfully installed. The installation date of the equipment shall be determined as the earlier of the date on which the installation files is signed and 10 calendar days after the completion of the installation.
- 7.4. In order to facilitate the Customer to quickly master operation and experimental workflow of Instrument, subject to Customer's compliance with the requirements in "DNBSEQ-T1+RS Site Preparation Guide", SELLER will provide a one-time free training at Customer's Facility ("Starter Training") after installation of Instrument, which includes sequencing training with only one read length: [PE100] and library preparation training with only one application: [WGS]. SELLER will only provide this Starter Training to no more than four (4) designated employees from Customer with sufficient knowledge, skills and experience in molecular biology. A written report on the training of the

employees shall be provided to the Buyer. The person providing the training shall provide confirmation that he or she is authorized to provide this training.

7.5. SELLER shall provide necessary reagent and consumables used in the Starter Training. Standard samples prepared by SELLER will be used as quality control during the Starter Training. Customer shall provide QC results of the samples prepared by Customer to SELLER at a reasonable time prior to the Starter Training if Customer intends to use such samples to conduct the Starter Training. Customer needs to rearrange the samples if SELLER determines that the samples prepared by Customer cannot meet SELLER's requirement. Customer understands that this Starter Training is only for the purpose of demonstrating the operation and experimental workflow of SELLER Instrument and SELLER does not warrant data yield or any performance results. SELLER will not be responsible for any failure of providing effective Starter Training due to Customer's non-compliance with SELLER's instructions.

8. Rights Conferred upon Customer.

Unless otherwise expressly stated by SELLER in writing and subject to the terms and conditions of this Agreement, Customer's purchase of the Products confers upon Customer a non-exclusive, non-transferable right under SELLER's Intellectual Property Rights in the Products, to use the RUO Products, solely for Customer's research purposes (which includes provision of research services to third parties). Customer acknowledges that the use of the RUO Products beyond such research purposes or for any of Customer's specific intended use, may require Customer to obtain rights from third parties. It is solely Customer's responsibility to ensure it has all rights necessary for its intended use of the RUO Products.

9. Research Use Only; Restrictions

Customer acknowledges that none of the Products labelled with "RS" or "Research Use Only" (collectively "RUO Products") have been subjected to regulatory review or approved or cleared by the Competent Authority of Medical Devices of the country where the Customer is located or any other entity or equivalent regulatory authority in any other jurisdiction, or otherwise reviewed, cleared or approved under any statute, law, rule or regulation for any purpose, whether research, commercial, diagnostic or otherwise. Accordingly, Customer acknowledges that the RUO Products provided hereunder are for research use only and not for the purpose of any medical diagnosis or treatment.

10. Limitation of Warranties

Customer agrees that, unless otherwise expressly authorized in writing by SELLER: (i) the Consumables are intended for single-use only, and (ii) any use of reagents other than the Consumables or reagents that SELLER has expressly authorized in writing to be used with the Products voids all warranties and extended warranties for the Products. Customer agrees that Customer shall not, nor will Customer allow any third party to, engage in any of the following activities without the express prior written consent of SELLER: (i) disassemble, reverse-engineer, reverse-compile, or reverse-assemble the Products, (ii) separate, extract, or isolate components of Consumables or subject Consumables or components thereof to any analysis not authorized by SELLER, or (iii) otherwise gain access to or determine the methods of operation of the Products. In addition to any other remedies available to SELLER, a breach of this provision shall immediately terminate the rights, license(s), or permissions given hereunder and void all warranties including, without limitation, the rights conferred under Clause 8 and all warranties under Clause 16, 17 and 18.

11. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE). SELLER'S TOTAL AND CUMULATIVE LIABILITY ARISING UNDER OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT RECEIVED BY SELLER FROM CUSTOMER UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS CLAUSE SHALL APPLY EVEN IF SELLER OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. Limited Warranties.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS OR ANY SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

Notwithstanding anything herein to the contrary, SELLER makes no warranty with respect to any third-party Products provided under this Agreement. Customer's sole remedy with respect to such third-party Products shall be pursuant to the original manufacturer's or licensor's warranty if any, to Customer, to the extent permitted by the original manufacturer or licensor.

13. Privacy.

SELLER shall not sell, trade or otherwise share with any other customer of SELLER any account information of Customer. Customer acknowledges and agrees that SELLER may maintain and use a database of orders and account information pertaining to Customer for purposes of order processing, maintaining records and assisting with future orders of Customer. Neither party may disclose any financial terms of this Agreement to any third party without the consent of the other party, except as is required by applicable laws.

14. Restrictions; Reservation of Rights

14.1. Transfer.

Customer shall not sell, rent, lease, loan, transfer, assign or otherwise make available any Product or component thereof to any third party without SELLER's prior written consent. Notwithstanding the

foregoing, Customer may make available the Products to any legal entity that is an Affiliate of Customer for use with prior written notification to SELLER. All transfers of Hardware to different physical locations should be coordinated with a SELLER representative to ensure such Hardware is safely decommissioned, transported, and installed at the new location. SELLER will not be liable for any damage to Hardware due to any move of Hardware not conducted by SELLER. Such SELLER services are not included in the pricing set forth in this Agreement.

14.2. Software.

Customer shall not (i) reproduce, modify or create derivative works of the Software, except where SELLER has otherwise agreed in writing, (ii) decompile, reverse engineer or otherwise attempt to gain unauthorized access to the Software source code, any Hardware or any component thereof or unbundle any embedded Software from any Hardware, (iii) use the Hardware, component thereof, or the Software for third-party training, commercial time-sharing or service bureau use, or for any use other than as expressly authorized in Clause 8 of this Agreement, (iv) remove, alter, cover or obfuscate any copyright, trademark or other proprietary rights notices on or in the Products, or (v) cause, authorize or permit any third party to do any of the foregoing.

14.3. Documentation.

The delivery shall include all necessary documentation for operating the subject of performance. The main document of the instructions must be in Czech. Additional instructions can be supplied in English. An electronic version is accepted. If they are freely available for download on the manufacturer's or distributor's website, they do not need to be delivered physically.

The device can be operated in English if the Czech language is not available. The delivery must include a Declaration of conformity and other relevant documentation necessary for operating the subject of performance in the Czech Republic. Customer shall use the Documentation in accordance with the restrictions set forth therein, which may include but shall not be limited to restrictions against altering, modifying or copying the Documentation which includes SELLER's copyright and the other proprietary notices.

14.4. SELLER's Proprietary Information.

Customer may only use SELLER proprietary sequences with the Products. Customer acknowledges and agrees that the content of and methods of operation of the Products are proprietary to and the trade secrets of SELLER.

14.5. Reservation of Rights.

SELLER reserves all rights not expressly granted in this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein. The restrictions in Clause 8 and this Clause 14 are expressly set forth herein. The restrictions in Clause 8 and this Clause 14 are designed to alter the effect of the exhaustion

of patent rights that would otherwise result from the sale of the Products, and therefore control the sale of such Products.

14.6. No Export or Re-Export.

Customer acknowledges and agrees that the Products, or any related technology provided under this Agreement may be subjected to restrictions and controls imposed by the regulations of the country/region where SELLER locates. Customer agrees not to export or re-export the Products, or any related technology into any country, state or jurisdiction.

15. Indemnity.

15.1. Infringement.

Save as set out at Clause 15.2 below and subject to Clause 15.3 below, SELLER will defend any claim or suit (“Claim”) brought against Customer alleging that the marketing, sale or use of SELLER’s Products by Customer hereunder infringes upon any patent, trademark, copyright, trade secret or other proprietary right in the Territory, existing as of the Effective Date of this Agreement, and will pay all costs and damages which by final judgment, after exhaustion of all reasonable appeals, may be assessed against Customer on account of such infringement, provided that only if the counsels appointed by SELLER will in charge of the case and the Customer gives SELLER all necessary information, reasonable assistance and sole authority to defend and/or settle the Claim as soon as possible after Customer is aware, or reasonably ought to be aware of that Claim. SELLER shall not be required to pay any additional compensation to Customer in respect of a Claim. If, in SELLER’s sole opinion, SELLER’s Products are likely to become or are the subject of a Claim that warrants appropriate action to avoid or minimize potential liability, Customer will permit SELLER, at SELLER’s option, to either procure the right for Customer to continue using and selling such SELLER’s Products or replace or modify such SELLER’s Products so that they become non-infringing, or if neither of the foregoing remedies are reasonably available, to accept the return of such SELLER’s Products and to grant Customer a credit equal in amount to Customer’s purchase price for such SELLER Products. This Clause 15.1 states the entire liability of SELLER for any infringement of Intellectual Property Rights.

15.2. Exclusions.

SELLER shall have no obligations to defend, indemnify or hold harmless Customer with respect to any third-party claim or action alleging that (i) the use of the Products, outside the scope of the rights, license(s), or permissions given by SELLER to Customer for such Products, (ii) the use of the Products, in combination with any other products or services not supplied by SELLER, (iii) the use of the Products to perform any assay or other process not supplied by SELLER, (iv) any Products (or certain aspect thereof) provided hereunder in accordance with specifications or instructions furnished to SELLER by Customer (or by a third party on behalf of Customer), (v) any act regarding the Products in a manner not expressly authorized in this Agreement or in the Documentation or on the labeling for such Products, or (vi) any Derivative Software or use of Derivative Software. In each of (i), (ii), (iii), (iv), (v) or (vi) infringes any third party Intellectual Property Right.

15.3. Conditions.

SELLER's indemnification obligation pursuant to this Clause 15 is subject to Customer (i) notifying SELLER promptly in writing of such action, (ii) giving SELLER exclusive control and authority over the defense and settlement of such action, (iii) not admitting infringement of any Intellectual Property Right without SELLER's prior written consent, (iv) not entering into any settlement or compromise of any such action without SELLER's prior written consent, and (v) providing all reasonable assistance to SELLER (provided that SELLER reimburses the indemnified party for its reasonable out-of-pocket expenses incurred in providing such assistance).

15.4. Third-Party Products.

Notwithstanding anything herein to the contrary, SELLER shall have no indemnification obligations with respect to any Products or software originating from a third party and provided under this Agreement. Customer's right to indemnification with respect to such third party Products or software shall be pursuant to the original manufacturer's or licensor's indemnity, if any, to Customer, to the extent provided by the original manufacturer or licensor.

16. Warranty for Instrument.

The "Instrument Warranty Period" shall be for a period of twelve (12) months from the date of installation and subject of performance being brought into a fully functional state in the Customer's laboratory or fifteen (15) months from the date of shipment, whichever comes first. This limited warranty extends only to Customer as original purchaser unless otherwise agreed upon in writing by SELLER. The instrument must be new, delivery of used goods is not accepted.

The foregoing warranty shall not apply if the Instrument or any component thereof (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by SELLER or has been used in any manner inconsistent with the rights conferred upon Customer under this Agreement, (ii) has been repaired, altered, disassembled or reassembled, or removed from Customer Facility by persons not expressly authorized by SELLER, (iii) has not been installed, operated, repaired and maintained in accordance with the Documentation, (iv) has failed due to an act of God, including but not limited to fire, flood, tornado, earthquake, hurricane, lighting, threat of or actual acts of terrorism or war, or (v) has been used with any third party software, hardware, or item including, without limitation, reagent which has not been previously approved in writing by SELLER. If during the Instrument Warranty Period: (i) SELLER's authorized service or support representative is notified promptly upon discovery of any failure of the Instrument to conform to the warranty set forth in this Clause, including a detailed description of such alleged failure, (ii) at SELLER's option, either access to the Instrument is provided to SELLER on-site at Customer Facility or such applicable component(s) are returned, transportation charges prepaid by Customer, to SELLER's designated facility in accordance with SELLER's then-current return procedures, and (iii) SELLER's inspections and tests determine that the Instrument or the applicable component indeed fails to conform and has not been subjected to any of the conditions set forth in this Clause, then, as Customer's sole remedy and SELLER's sole obligation under the foregoing warranty, SELLER will, at SELLER's option, repair or replace without charge the Instrument or applicable component(s). Any Instrument or component that has either been repaired or replaced under this warranty shall have warranty coverage for ninety (90) days from the date of repair or replacement or the remaining warranty period, whichever is longer. Repairs may include the replacement of parts with functionally equivalent, reconditioned or new parts.

17. Hardware and Software Support and Maintenance

If Customer desires any support or maintenance (including, without limitation, any service or repair of any Product) beyond SELLER's warranty obligations set forth above in Clause 16, then Customer shall either: (a) have subscribed to and paid for an applicable and then-available SELLER support and maintenance service plan (the terms and conditions of which shall be set forth in then-effective SELLER's Support and Maintenance Terms and Conditions); or (b) be responsible for the payment to SELLER for such support or maintenance on a timely basis at SELLER's then-prevailing rates.

18. Warranty for Consumables.

The Consumable (excluding Consumables that are Custom Products), will conform to the Specifications until (i) three (3) months from the date of delivery, or (ii) any expiration date or the end of the shelf-life pre-printed on such Consumable by SELLER, whichever is later, but in no event later than twelve (12) months from the date of delivery (the "Consumable Warranty Period"). This limited warranty extends only to Customer, as original purchaser unless otherwise agreed upon in writing by SELLER. As for Custom Products, SELLER only warrants to Customer that such Custom Products shall (a) be manufactured substantially in accordance all applicable laws and regulations and (b) undergo SELLER's standard quality control procedures. SELLER makes no warranty that Customer will achieve its desired results through use of such Custom Products. The foregoing warranties shall not apply if any Consumable (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper shortage, improper handling or use contrary to any instructions issued by SELLER or has been used in any manner inconsistent with the rights conferred upon Customer under this Agreement, (b) has been altered, disassembled or reassembled, (c) has not been operated and maintained in accordance with the Documentation, (d) has failed due to an act of God, including but not limited to fire, flood, tornado, earthquake, hurricane, lighting, threat of or actual acts of terrorism or war, or (e) has been used with any third party good not provided under this do any other agreement with SELLER.

19. Cancellation; Termination.

Orders for Custom Products are non-cancelable once an order has been placed. If either party breaches a material provision of this Agreement (including but not limited to any breach of or failure to comply with Clause 9, 14, 20, 22.9) and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party shall have the right to terminate this Agreement at any time with no further obligation to the breaching party. Either party may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors that is not dismissed within sixty (60) days. In the event Customer becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, SELLER shall be entitled to cancel any outstanding order.

20. Confidential Information

Each of the Parties undertakes to the other that it will not, at any time after the date hereof, disclose, divulge, or cause, or permit, to be disclosed, or divulged to any person, in whole or in part, other than to its professional advisers, or when required by law, or to its respective officers or employees whose province it is to know the same, any confidential information ("Confidential Information") which at any time comes into its possession or under its control during the course of performance of this Agreement.

“Confidential Information” means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the disclosing party which the disclosing party regards as confidential to it or which is evident by its nature or the manner of its disclosure to be confidential and all copies, notes and records (excluding medical record) and all related information generated by the receiving party based on or arising out of any such disclosure. Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

- (a) available to the public at the date of its disclosure to the receiving party;
- (b) at the date of its disclosure to the receiving party, already properly in the possession of the receiving party in written form otherwise than by prior confidential disclosure from the disclosing party;
- (c) after the date of its disclosure to the receiving party, available to the public from sources other than the receiving party;
- (d) after the date of its disclosure to the receiving party, properly available to the receiving party from a third party having no obligation of confidentiality to the disclosing party;
- (e) demonstrated by the receiving party to be independently developed by an employee or agent of the receiving party having no knowledge of such information which is the subject of the disclosure;
or
- (f) required to be disclosed by law.

21. Survival of Obligations.

This Agreement shall expire after the second anniversary of the Effective Date. All provisions of this Agreement that by their nature should survive termination shall survive including without limitation Clauses 7-18, 20, 21, 22 and all payment obligations incurred hereunder. All other rights and obligations of the parties under this Agreement shall cease upon termination or expiration of this Agreement.

22. Miscellaneous.

- 22.1. No Guarantee for Availability.** Customer acknowledges and agrees that any future products and/or services (“Unreleased Products”) are subject to new part numbers, pricing, and specifications. Customer agrees that its purchase of the Products hereunder is not in reliance on the availability of any Unreleased Products. Customer acknowledges that Customer has no right to return any Products.
- 22.2. Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The failure of either party to exercise any right granted herein or to require any performance of any term of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term

of this Agreement. Nothing in this Agreement shall constitute or create a joint venture, partnership, or any other party hereunder except as expressly stated in this Agreement

- 22.3. No export or re-export.** Customer acknowledges and agrees that the Products, or any related technology provided under this Agreement may be subjected to restrictions and controls imposed by applicable regulations. Customer agrees not to export or re-export the Products, or any related technology into any country, state or jurisdiction.
- 22.4. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed received when (a) delivered personally; (b) five(5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid or ten(10) days for international mail); or (c) one(1) day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two(2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt.
- 22.5. Assignment.** Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement, whether voluntary by operation of law or otherwise, without the prior written consent of SELLER; provided, however, that no consent shall be required for any assignment in connection with any merger, acquisition or the sale required for any assignment in connection with any merger, acquisition or the sale of all or substantially all of the stock or assets of Customer to a party that(i) agrees in writing to be bound by the terms and conditions of this Agreement, and (ii) is not in SELLER's reasonable judgment, a competitor of SELLER. SELLER may assign or transfer this agreement to any (i) successor by way of merger, acquisition or sale of all or substantially all of its stock or assets relating to this Agreement, (ii) of its affiliated entities. SELLER or any successor may assign all or part of the right to payments under this Agreement. Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns,
- 22.6. Governing Law and Dispute Resolution.** This Agreement shall be governed by the laws of Latvia. All disputes, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding the existence, validity, interpretation, performance, breach or termination thereof, or any dispute regarding non-contractual obligations arising out of, relating to or in connection with it shall be referred to and finally resolved by arbitration administered by the Latvian Chamber of Commerce and Industry Court of Arbitration in Riga (LCCI) under LCCI's Rules of Arbitration for the time being in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Riga, Latvia. The number of arbitrators shall be three(3). The arbitration shall be conducted in English.
- 22.7. Force Majeure.** SELLER shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its responsible control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by SELLER's suppliers or subcontractors, transportation difficulties, shortage of energy, raw materials or equipment, or Customer's fault or negligence, or blockages, sanctions, export or import restrictions and embargoes. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay. If Customer is impossible to execute the obligations hereof, it must advise immediately SELLER in writing about the beginning and cessation of force-majeure circumstances, but not later than 20 (twenty) days from the moment of their beginning, failed which, Customer cannot then refer to such force-majeure circumstances. SELLER may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to Customer.

22.8. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior discussions, communications, agreements, and understandings of any kind and nature between the parties. No amendment to this Agreement or waiver of any right, condition, or breach will be effective unless in writing and signed by both parties.

22.9. Compliance. Customer shall comply with all applicable laws, regulations and ordinances with respect to the use of the Products. Customer shall maintain in effect all licenses, permissions, authorizations, consents and permits required to carry out its obligations under these Terms. In the case that the address of SELLER is in the United State and the address of Customer is out of the United State, then: (i) Customer acknowledges that any Products, technology, or software developed, sold or otherwise provided hereunder are subject to sanctions and export controls laws and regulations of the United States (“U.S.”) (“Sanctions and Export Controls”). (ii) With respect to any activity conducted under this Agreement, Customer agrees to comply with all Sanctions and Export Controls, including those restricting, directly or indirectly, sales, exports, re-exports, distribution, and/or transfers of products, technology, software, and the provision of related services. (iii) With respect to any activity conducted under this Agreement, Customer agrees that any products, software, or technology it receives from SELLER, any technology that is developed under this Agreement, or any products derived from that technology, that are subject to Sanctions or Export Controls, will not be exported, re-exported, or transferred to third country parties or nationals (including those employed by or associated with, or under contract to SELLER), without first obtaining all necessary permits, licenses, and authorizations, and completing other formalities as may be required under applicable Sanctions and Export Controls.

22.10. Notices

22.10.1. Any notice to be given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by registered or certified mail, commercial express courier or international courier package and for the attention of the relevant party set out in Clause 22.9.2 (or as otherwise notified by that Party under this Agreement). Any such notice shall be deemed to have been received:

(a) if delivered personally, at the time of delivery;

(b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid or ten (10) days for international mail); or

(c) one (1) day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two (2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt.

22.9.2 The addresses and fax numbers of the Parties for the purposes of Clause 22.9.1 are:

SELLER

Address: Marupes nov., Marupes pag., “Lidostas parks“, LV-2167

Attention to: xxxx xxxxx and xxxx xxxx Email adress: xxxxxxxxxxxx@mgi-tech.eu an xxxxxxxxxxxx@mgi-tech.eu

Customer

Address: Institute of Endocrinology, Narodni 8, 110 00 Prague, Czech Republic

Attention to: xxxx xxxxx, Head of Laboratory of Complement

E-mail: xxxxxxx@endo.cz

AS WITNESS the Parties hereto have caused this Agreement to be executed the day and year first above written.

For and on behalf of SELLER

Name: xxx xxxx

Title: Director of EU&AF

For and on behalf of Customer

Name: xxxx xxxxxxxx

Title: Director of the Institute of Endocrinology