DISTRIBUTION AGREEMENT

by and between

OXFORD NANOPORE TECHNOLOGIES, PLC

And

SUMINISTROS CLINICOS ISLA SAS

_____March 24, 2023_____

[Date]

DISTRIBUTION AGREEMENT

THIS DISTRIBUTION AGREEMENT ("**Agreement**") is made as of [March 24, 2023], between Oxford Nanopore Technologies, Plc, registered in England and Wales under company number 05386273 and having its registered office at Gosling Building, Oxford Science Park, Edmund Halley Rd, Oxford OX4 4DQ, UK ("**Supplier"**) and SUMINISTROS CLINICOS ISLA SAS registered in Bogota- Colombia and having its registered office at Calle 143 n 46 – 45. ("**Distributor**").

Purpose and Scope. The Supplier wishes to appoint Distributor as its non-exclusive distributor for the promotion and distribution of the Products in the Territory (both as defined below) during the Term (and any renewal terms) on the terms of this Agreement, and the Distributor wishes to promote and distribute the Products in the Territory during the Term (and any renewal terms).

1. Definitions. The definitions and rules of interpretation set out in this section apply in this Agreement:

   1.1. "**Affiliate**" shall, with respect to any Person, mean a Person Controlled by, under common Control with or Controlling such Person.

   1.2. "**Anti-Corruption Laws**" means the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries (as updated from time to time); the U.S. Foreign Corrupt Practices Act of 1977; the U.K. Bribery Act 2010; and any other applicable anti-bribery and corruption law in any jurisdiction in which Distributor conducts business.

   1.3. "**Base Caller Software**" shall mean Supplier's proprietary software, including all functional specifications associated therewith made available to the Supplier Group's customers on the Supplier Group's websites, as amended from time to time, designed to convert certain Instrument Data to Biological Data, as may be made available to End Customers by Supplier, whether free of charge or for a fee.

   1.4. "**Biological Data**" shall mean any data that provides a characterization of the biological, genetic, biochemical and/or physiological properties, compositions, or activities of the materials to be analysed using the Products and Software. Biological Data shall include processed nucleotide sequence data but shall exclude Instrument Data.

   1.5. "**Business Day**" shall mean a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

   1.6. "**Commencement Date**" shall be [March 24, 2023].

   1.7. "**Commercial**" shall mean primarily intended for or directed towards commercial advantages or monetary compensation; provided, however, that monetary compensation does not include compensation End Customers may receive from

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government grants or contracts or charitable grants in furtherance of an End Customer's Permitted Use.

1.8. "**Competitive Product**" shall mean any product that is similar in form, fit or function to any of the Products.

1.9. "**Confidential Information**" shall mean each Party's confidential, proprietary or sensitive information, inventions, non-public know-how or non-public data disclosed pursuant to this Agreement and shall include, without limitation, trade secrets, manufacturing, marketing, financial, personnel and other business information and plans, whether in oral, written, graphic or electronic form and any information which, by its nature, is confidential and would be judged so under a reasonable standard or is disclosed or provided under circumstances reasonably indicating it is confidential or proprietary, regardless of whether the disclosing Party marked such information as Confidential Information or not. The terms of this Agreement shall be deemed to be the Confidential Information of the Parties. Without limiting the generality of the foregoing, information regarding Products and Software, sales or leases of Products and Software, maintenance problems or Products' or Software's performance data, and End Customer contact information and purchasing history, shall be deemed Confidential Information of Supplier for purposes of this Agreement.

1.10. "**Consumables**" shall mean a Wash Kit, Sequencing Kit and other chemicals and materials available from Supplier and used to run samples in the quantity appropriate for an End Customer's use, which standard quantity is stated on Supplier's website, and of a type and mix suited to an End Customer's use, which type and mix is requested by an End Customer. Consumables include, without limitation, enzymes and adaptors that enable sample preparation methods, molecular tethers that enable improved analyte to nanopore binding through interactions with the membranes, enzymes that allow for controlled transport of analytes through nanopores, buffered solutions for improved ionic conductance and solutions for washing the Flow Cells between samples.

1.11. "**Contaminated Flow Cells**" shall mean Flow Cells that have been used with or otherwise in contact with materials of Biohazard Level 3 or higher.

1.12. "**Control**" shall mean the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.

1.13. "**Device**" shall mean the MinION, the GridION, the PromethION, VolTRAX, Flongle, MinIT or any combination thereof, to the extent provided to Distributor by Supplier pursuant to this Agreement and listed in Schedule 1.

1.14. "**Documentation**" shall mean Supplier's user manuals, package inserts and similar documentation for the Products and Software in effect on the day the Products ship from Supplier, which may contain additional terms and conditions, whether provided with the Products and Software at the time of shipment or electronically on Supplier's website.

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1.15. "**End Customer**" shall mean a customer of Distributor who is approved in advance by Supplier and who purchases a right to use or otherwise obtain, directly or indirectly, Products initially provided to Distributor by Supplier pursuant to the terms of this Agreement.

1.16. "**Epi2me Agent Software**" shall mean Metrichor Ltd.'s Epi2me Agent Software either pre-loaded onto the Devices or provided by electronic download from Supplier's website to manage the transfer of data files from End Customer's Device to and from the Metrichor Cloud-based Environment for processing and reporting, including, without limitation: (a) the object code version of the Software; (b) all functional specifications associated with the Epi2me Agent Software made available to Supplier's customers on Supplier's website, as amended from time to time; and (c) all updates, replacements, revisions, enhancements, additions, conversions, modifications, copies, derivative works, inventions, discoveries, patentable or copyrightable matter, concepts, expertise, techniques, patents, copyrights, trade secrets and other related legal rights of the foregoing items associated with the Epi2me Agent Software.

1.17. "**Epi2me Software**" shall mean Metrichor Ltd.'s Epi2me Software either pre-loaded onto the Device or provided by electronic download from Oxford's website to process and analyse data files from End Customer's Device, including, without limitation: (a) the object code version of the Epi2me Software; (b) all functional specifications associated with the Epi2me Software made available to Oxford's customers on Oxford's website, as amended from time to time (the "**Epi2me Documentation**") and (c) all updates, replacements, revisions, enhancements, additions, conversions, modifications, copies, derivative works, inventions, discoveries, patentable or copyrightable matter, concepts, expertise, techniques, patents, copyrights, trade secrets and other related legal rights of the foregoing items associated with the Epi2me Software.

1.18. "**Flongle**" shall mean an adaptor for the MinION and/or GridION that enables use with Flongle-specific Flow Cells.

1.19. "**Flow Cell**" shall mean a flow cell with pre-loaded nanopores, membranes that hold the nanopores and electrochemistry on a chip surface, designed for the applicable Device.

1.20. "**GridION**" shall mean the outer casing into which five Flow Cells fit and associated electronic components.

1.21. "**Hardware**" shall mean the Devices and Flow Cells.

1.22. "**Instrument Data**" shall mean any data generated by or through use of a Device, (including, without limitation, instrument run reports, run parameters, run operating conditions, and any data generated by or available through use of the Software that is not Biological Data).

1.23. "**Intellectual Property Rights**" shall mean patents, patent applications, rights to inventions, copyright and related rights, moral rights, trademarks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue

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for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and to all alterations, modifications and derivatives thereof.

1.24. "**Local Regulations**" shall mean laws and regulations affecting the manufacture, sale, lease, importation, exportation, certification, packaging and labelling of the Products which are in force within the Territory or any part of it.

1.25. "**Maximum Selling Price**" shall mean the Maximum Selling Price that the Products may be sold to End Customers as provided on Schedule 1.

1.26. "**Metrichor Cloud-based Environment**" shall mean Metrichor Ltd.'s cloud-based infrastructure for computing, data processing, reporting and data storage, accessed via the Metrichor Interface.

1.27. "**Metrichor Interface**" shall mean a website provided by Metrichor Ltd. from which applications in the data processing pipeline may be accessed for purposes of processing Instrument Data and/or Biological Data.

1.28. "**Metrichor Ltd.**" shall mean Metrichor Limited, a subsidiary of Oxford Nanopore Technologies Ltd., registered in England under company number 08534345 and having its registered office at Edmund Cartwright House 4 Robert Robinson Avenue, Oxford Science Park, Oxford, OX4 4GA.

1.29. "**MinION**" shall mean the outer casing into which one Flow Cell fits, and associated electronic components.

1.30. "**MinIT**" shall mean a computer companion to be used with the MinION and Flongle for the purpose of data acquisition, base calling and secondary data analysis.

1.31. "**MinKNOW Software**" shall mean Supplier's MinKNOW Software pre-loaded onto the Device to manage Device operations including, without limitation: (a) the object code version of the MinKNOW Software; (b) all functional specifications associated with the MinKNOW Software made available to Supplier's customers on Supplier's website, as amended from time to time (the "MinKNOW Documentation") and (c) all updates, replacements, revisions, enhancements, additions, conversions, modifications, copies, derivative works, inventions, discoveries, patentable or copyrightable matter, concepts, expertise, techniques, patents, copyrights, trade secrets and other related legal rights of the foregoing items associated with the MinKNOW Software.

1.32. "**Order**" shall mean an order for Products placed by Distributor with Supplier on the form attached hereto as Schedule 6.

1.33. **Permitted Use**" shall mean use of the Products and the Software by the End Customer for internal research (which includes research services provided to third parties; provided such services are not Commercial) or for Commercial use only if the End Customer is a Certified Service Provider (as that term is defined in the End User Agreement) and **specifically excludes**, except as permitted by this Agreement or the End User Agreement (as defined below), any act by Distributor or End Customer, or if permitted by Distributor or End Customer, a third party to: (a) use the Products or Software other than in accordance with this Agreement, the End User Agreement, the Specifications, the Supplier's instructions or the Documentation; (b) use Consumables, where such use is a re-use of a previously used Consumable; (c) use the Products or Software for clinical, therapeutic, or diagnostic procedures where validation or registration of the Products or Software, or protocols using the Products or Software with regulatory authorities is required; (d) use the Hardware in conjunction with reagents or Consumables not sold by or authorized for use with the Hardware by Supplier; (e) use the Consumables in conjunction with non-Supplier hardware, flow cells or devices; (f) modify or create any derivative works of the Products or Software (except to the extent applicable laws specifically prohibit such restriction); (g) copy the Products or Software except with the prior approval in writing by Supplier (except to the extent applicable laws specifically prohibit such restriction); (h) separate the Products into their component parts; (i) reverse engineer, decompile, disassemble or otherwise attempt to derive the composition of the Products or Software (except to the extent applicable laws specifically prohibit such restriction); (j) extract or isolate components of the Products or Software or subject them to non-authorized analysis; (k) gain access to, or determine the methods of the operation of the Hardware; (l) redistribute, encumber, sell, rent, lease, sublicense or otherwise transfer rights to Products or Software, except, solely with regard to Distributor, as otherwise expressly permitted by the terms of this Agreement; or (m) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Products or components thereof.

1.34. "**Person**" shall mean any individual, firm, partnership, company, corporation, association, organization, government, government agency or other legal entity.

1.35. "**Products**" shall mean the products listed in Schedule 1, which include the Hardware and the Consumables.

1.36. "**PromethION**" shall mean the outer casing into which forty-eight Flow Cells fit, and associated electronic components.

1.37. "**Sequencing Kit**" shall mean kits for preparation of an End Customer's samples provided by Supplier.

1.38. "**Software**" shall mean Supplier's MinKNOW Software, Epi2me Agent Software, Epi2me Software, Base Caller Software, the VolTRAX GUI and other Device software provided by Supplier, as applicable, whether pre-loaded on the applicable Device, embedded in the applicable Hardware or provided separately, and related Documentation and all updates, upgrades, enhancements and new versions thereof.

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1.39. "**Specifications**" shall mean Supplier's written technical, functional and feature specifications for the specific version of the Products or Software in the Documentation in effect on the date the Products ship from Supplier and as updated from time to time.

1.40. "**Supplier Group**" shall mean Supplier and any of its Affiliates.

1.41. "**Supplier Proprietary Information**" shall mean (a) the Hardware, Software, Documentation and the Metrichor Interface and Instrument Data; and (b) all other materials owned or licensed by any member of the Supplier Group, including, the design and processes used to manufacture the Products or the Software and any Intellectual Property Rights therein or appurtenant thereto.

1.42. "**Term**" has the meaning given in Section 12.1.

1.43. "**Territory**" shall mean only the country of Colombia and such other countries as agreed in a writing signed by each party after review by Supplier of a proposed business and marketing plan for such country or countries proposed by Distributor.

1.44. "**Trademarks**" shall mean the trademark registrations and applications identified on Schedule 2 and any further trademarks, which the Supplier may, by express notice in writing, permit or procure permission for the Distributor to use in the Territory in respect of the Products.

1.45. "**VolTRAX**" means an automated, programmable USB device designed to prepare samples rapidly and simply, from a variety of sources using both basic and advanced molecular biology methods with minimal user interaction.

1.46. "**Wash Kit**" shall mean the wash or flushing solution.

1.47. "**Year**" shall mean the period of 12 months starting on the Commencement Date and each consecutive period of 12 months thereafter during the Term.

2. Lease, Sale, Appointment and Distribution.

2.1. Lease of Products. Subject to the terms and conditions set forth in this Agreement, Supplier agrees to lease to Distributor on a non-exclusive basis, and Distributor agrees to lease from Supplier, the Products listed on Schedule 1 unless explicitly stated in Schedule 1 that the Products are purchased by Distributor and title thereto is transferred to the Distributor or End Customer. Distributor shall lease such Products for Distributor Price (as defined below) listed alongside each such Product in Schedule 1. Distributor takes no title to such Products leased from Supplier and Supplier retains all Intellectual Property Rights and any other proprietary rights in such leased Products. Distributor shall, at Supplier's request, which shall be made in Supplier's sole discretion, grant to Supplier a security interest in leased Products and/or any Products held as inventory by Distributor satisfactory to Supplier. Subject to the terms and conditions set forth in this Agreement, and for the duration of the Device Lease Term and Flow Cell Lease Term (both as defined in Section 12.2), Distributor shall have the right to [lease the Products to End Customers /

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sublease the Products to sub-distributors to re-distribute the Products to End Customers].

2.2. Sale of Products. Subject to the terms and conditions set forth in this Agreement, Supplier agrees to sell to Distributor on a non-exclusive basis, and Distributor agrees to purchase and pay for, those Products explicitly identified in Schedule 1 as purchased by Distributor with title thereto to be transferred to Distributor.

2.3. Appointment. Subject to Distributor's compliance with the terms of this Agreement, the Supplier appoints the Distributor as a non-exclusive distributor of the Products solely in the Territory for the duration of the Term, as defined herein. The Distributor shall not:

2.3.1. represent itself as an agent of the Supplier for any purpose;

2.3.2. pledge the Supplier's credit;

2.3.3. except as expressly permitted by the terms of Section 4.7 herein, give any condition or warranty on the Supplier's behalf;

2.3.4. make any representation on the Supplier's behalf;

2.3.5. commit the Supplier to any contracts;

2.3.6. sell, lease, license, distribute, develop, have developed or distributed or permit any Affiliate or any entity controlled by an equity owner of Distributor to sell, lease, license, distribute, develop, have developed or distributed any competitive Product in the Territory during the Term or any renewal term, unless explicitly authorized by Supplier;

2.3.7. authorize any third party obtaining Products or Software in the Territory to use, sell or export such Products or Software outside the Territory;

2.3.8. authorize any third party obtaining Products or Software to use, sell or export such Products or Software for use other than Permitted Use; or

2.3.9. authorize, appoint, cause or permit any third party obtaining Products or Software from Distributor to distribute, sell, resell or export such Products or Software.

2.4. Distribution.

2.4.1. Distribution to End Customers. Distributor may sell or lease Products to End Customers who:

2.4.1.1. place an Order with Distributor (a form of which is provided in Schedule 6 hereto) to use or otherwise obtain, directly or indirectly, Products initially provided to Distributor by Supplier pursuant to the terms of this Agreement and the applicable order between Supplier and Distributor;

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2.4.1.2. who agree to the terms for leasing or purchasing from Distributor, as applicable, either in writing or in click-through format on Supplier's website, of the Nanopore End User Terms and Conditions ("**End User Agreement**"), both forms of which are incorporated herein by reference; and

2.4.1.3. have no links to the defence industry in the Territory.

2.4.2. Distribution to Competitors. The Distributor shall not distribute, whether by sale or lease, the Products and Software directly or indirectly, for use: (A) by any Person that is, or who is an Affiliate of, a current or potential competitor of the Supplier Group; (B) on behalf of or for the benefit of any such competitor; (C) for the development of a Competitive Product or any other product or service that competes or could compete with the products or services of the Supplier Group (except to the extent applicable laws specifically prohibit such restriction) or (D) for monitoring, benchmarking (including but not limited to actively designing or redesigning products intended for Commercial use to better compete with the Products or the Software) or other competitive purposes. Distributor represents and warrants that Distributor will not sell, distribute or otherwise provide the Products or Software in contravention of this provision. Without limiting the generality of the foregoing, competitor shall (AA) be deemed to include an entity or person that develops, sells or distributes any third party tool, software process or system for genomic sequencing, analysis of nucleic acids or molecule sensing, (BB) not be deemed to include customers of competitors solely because they are customers of competitors or government agencies by virtue of their funding of research by competitors of any member of the Supplier Group and (CC) not be deemed to include End Customers that receive funding for research activities from competitors as long as such End Customers do not, and are not obligated, to share any information regarding their use of Products or Software, including Supplier Confidential Information with competitors.

2.4.3. Distribution of Competitive Products. Distributor acknowledges that performance of its obligations under this Agreement will involve receipt and use of Supplier's Confidential Information. In order to protect such Confidential Information from unauthorized disclosure in a manner which would cause Supplier irreparable damage, during the Term of this Agreement and for a period of two (2) years following termination thereof, Distributor shall not represent, promote or otherwise try to sell within the Territory any lines or products that, in Supplier's sole judgment, compete with the Products covered by this Agreement. Distributor shall provide Supplier a list of the companies and products that it currently represents and shall notify Supplier in writing of any new companies and products at such time as its promotion of or distribution for those new companies and products commences.

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2.5. Distribution for Permitted Use Only. The Distributor shall not distribute, whether by sale or lease, the Products or Software, directly or indirectly, for any use other than an End Customer's Permitted Use.

2.6. No Guarantees. The Distributor shall not, without the Supplier's prior written consent, which may be withheld in Supplier's sole and unlimited discretion, make any promises or guarantees about the Products beyond those contained in the Documentation or other material supplied by the Supplier for distribution to potential End Customers and those permitted by Section 4.7 hereof.

2.7. Compliance with Distribution Laws. Distributor shall comply with any applicable laws including, but not limited to, laws governing the manufacture, importation, exportation, certification, distribution, sale, lease, marketing, advertising, support and disposal of the Products and the Software in the Territory.

2.8. Recalls.

2.8.1. Distributor shall promptly implement any Product or Software recall issued by Supplier. Distributor shall maintain an accurate and up-to date Product and End Customer database, which shall be sufficient to enable Distributor, if Supplier so instructs, to immediately recall any or all units or batches of any Products from the retail or wholesale markets. Such records shall include records of deliveries to End Customers (including batch numbers, delivery dates, names and addresses of customers, telephone numbers, fax numbers and e-mail addresses).

2.8.2. Supplier shall be responsible for the reasonable, necessary and ordinary costs of such a recall with the Distributor, including providing accurate reporting of the proposed costs and the Supplier approving those reasonably estimated costs in advance, unless the recall is the result of acts or omissions of Distributor, in which case, Distributor shall bear, and shall indemnify Supplier against all costs of such recall.

2.8.3. The Distributor shall give any assistance that the Supplier shall reasonably require to recall, as a matter of urgency, the Products or Software.

2.9. Change of Control. Each party (the first party) shall inform the other parties in writing immediately of any changes in ownership or Control of the first party, and of any change in its organisation or method of doing business that might be expected to affect the performance of the first parties' duties in this Agreement. Supplier may terminate this Agreement upon thirty (30) days' prior written notice in the event of a change of control of Distributor.

3. Distributor's Distribution Undertakings.

3.1. Primary Undertakings. The Distributor agrees that, in its capacity as a distributor, at all times during the Term it shall:

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3.1.1. use all reasonable endeavours to promote the distribution and sale of the Products in the Territory and in all events, implement the Promotional Plan to which the parties agree in accordance with Section 7.1.3;

3.1.2. employ a sufficient number of suitably trained and qualified personnel to ensure the proper fulfilment of the Distributor's obligations under this Agreement;

3.1.3. refer all enquiries to Supplier with respect to any orders for Products received, directly or indirectly, by Distributor from outside of the Territory;

3.1.4. submit written reports on a quarterly basis summarising the Distributor's activities in the Territory (including, the names and contact information of prospects and/or current End Customers contacted) in relation to the Products during that quarter as the parties first agree;

3.1.5. maintain on its own account an inventory of the Products at levels which are appropriate and adequate for the Distributor to meet all End Customer delivery requirements for the Products throughout the Territory;

3.1.6. require End Customers to register the Products with Supplier and Metrichor Ltd. (as applicable) and to maintain valid login credentials at https://nanoporetech.com/community;

3.1.7. keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Products and the Software during the Term, any renewal term and for a period of two (2) years thereafter, and at the Supplier's request, provide its records to Supplier or its agent;

3.1.8. keep all stocks of the Products in a warehouse for such Products which meets Supplier's specified conditions appropriate for their storage as described in Schedule 4, and provide appropriate security for the Products, all at its own cost;

3.1.9. participate in support training by Supplier and provide to End Customers after-lease or after-sale support service, as applicable, as further described on Schedule 3 and in accordance with the support training provided by Supplier to Distributor, for such a period of time as the End Customers pay the applicable fee for the after-lease or after-sale support service. The support services provided by Distributor shall include establishing a support organization that includes a staffed help desk and a returns process. Any Software support should be procured and maintained by the End Customer in accordance with the terms of the End User Agreement;

3.1.10. take appropriate measures with the objective of maintaining traceability from the carrier to the End Customer, including, but not limited to,

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scanning all Products prior to delivery to the carrier that will ship the Products to End Customer;

3.1.11. only sell Consumables in the pack sizes listed alongside such Consumables in Schedule 1; and

3.1.12. ensure all Products are itemised with pricing in all quotes and invoices provided to End Customer.

3.2. Sales Personnel. Distributor shall cause all of its sales force personnel to become knowledgeable and competent with respect to the Products and the Software, based on the training and Documentation provided by Supplier.

3.3. Inspection. For Products sold or leased directly to Distributor and not sold or leased directly to End Customers, Distributor shall make prompt inspection of the Products to confirm that they have arrived without damage, defect or shortage, including that the Devices power on and off. Distributor shall cause End Customer to run a quality control check on the Flow Cells immediately before use to ensure conformity with the Specifications. Distributor, or End Customer in the case of a quality control check of Flow Cells, may return the Products or a portion thereof if damaged or defective on delivery, and may seek correction of any shortage or mistake in composition of the Products, by contacting Supplier's Customer Solutions group using contact details as stated on the Order within two (2) Business Days after the day on which the Products are delivered to the Distributor or End Customer. Supplier's Customer Solutions group will provide Distributor with instructions on returning the Products and on procuring replacements for the Products in accordance with the attached Schedule 3. If Distributor and/or End Customer does not contact Supplier within this two-day period, Supplier will deem the Products accepted by Distributor and/or End Customer.

3.4. End Customer Requirements. Prior to delivery of the Products to an End Customer, Distributor shall:

3.4.1. require a written or click-through agreement from such End Customer, applicable to the Products and Software leased or purchased, to which Distributor is acting as Supplier's authorized reseller or distributor of the Products, that it will comply with all terms provided by the Supplier relating to their use, including, at a minimum, those specified in the End User Agreement, records of such acceptance to be retained by Distributor during the Term and for a period of seven (7) years thereafter and a copy of which will be sent to Supplier; and

3.4.2. cause End Customer to register directly with Supplier for an account at https://nanoporetech.com/community.

3.5. Export Controls. Distributor represents and warrants that neither Distributor nor any End Customer is or will be a citizen, national, or resident of, and is not and will not be under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, the Crimea region of Ukraine, nor any country to which the U.S. or the EU has prohibited export and that neither Distributor, End Customer or its and their

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personnel are listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, Foreign Sanctions Evaders List, Non-proliferation List, the AECA Debarred List and Specially Designated Narcotic Traffickers, nor are Distributor or End Customer listed on the United States Department of Commerce Table of Denial Orders, Entity List or Unverified List. The Products or Software or part thereof may be subject to local export control laws and regulations and neither Distributor nor End Customer may, directly or indirectly, sell, export, re-export, transfer, divert or otherwise send the Products or Software or associated information or technology to any destination or person prohibited under U.S., UK, EU or other local laws or regulations and neither Distributor nor End Customer will use the Products or Software for, and will not allow the Products or Software to be used for, any purposes prohibited by applicable law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction or other military end-use of any kind. The Products and Software may only be used in the jurisdiction to which they are sold or leased pursuant to this Agreement and may not be redistributed.

4. Supply of Products.

4.1. No Infringement. Distributor shall take no action that, in any way, would infringe Intellectual Property Rights in the copyrighted programs, Products, Software, Metrichor Cloud-based Environment, Metrichor Interface or data of the Supplier Group, or that would infringe Intellectual Property Rights in Supplier Proprietary Information. Distributor shall not remove any proprietary, copyright, confidential or trade secret legend from any portion of the Products or any data or support materials provided to Distributor by Supplier.

4.2. Ownership of Intellectual Property by Supplier. The Supplier Group or its licensors, as applicable, are the sole and exclusive owners of (or have licenses to) the Intellectual Property Rights in the Products and the Supplier Proprietary Information and in all media, printouts, papers, support materials, or hard copies containing or bearing such Intellectual Property Rights. Except where prohibited under applicable law, Distributor agrees not to contest any member of the Supplier Group's ownership of or rights in any copyright or any other applicable Intellectual Property Right in the Products or Software. Distributor agrees to perform such acts or services as necessary to assign or protect any of Supplier's rights, as provided herein. End Customers shall have a license to use the Products and Software, and the Intellectual Property Rights therein, only to the extent specifically provided in this Agreement and the End User Agreement.

4.3. Reservation of Rights. Each party reserves all of its rights. Except for any express license herein, no license is granted.

4.4. Forecasts. Commencing on the Commencement Date, and every three (3) months thereafter, the Distributor shall notify the Supplier, in writing, of its rolling six (6) month forecast of the quantities of each Product that it would expect to buy or lease from the Supplier during the ensuing period beginning on the first day of the month following the latest date for issue of that forecast. Distributor shall use its best efforts

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to ensure the accuracy of such forecast. Unless agreed otherwise, the first such forecast is provided in Schedule 8.

4.5. Distributor Orders. The Supplier will use commercially reasonable efforts to meet all orders for the Products placed by the Distributor in accordance with the Supplier's terms of delivery within eighty percent (80%) and one hundred twenty percent (120%) of the number of each Product Distributor forecast it would require during such period. The Distributor shall buy the Products listed on Schedule 1 as to be sold for its own account for resale under this Agreement. Notwithstanding the foregoing, due to known supply constraints, if any, the foregoing terms of this Section 4.5 shall not apply and Supplier shall not be required to meet all orders for the Products listed on Schedule 5, but shall instead use commercially reasonable efforts to estimate and inform Distributor of the maximum allocation of such Products which it can sell or lease. Under no circumstances will Supplier be responsible to Distributor or any End Customer for its failure to fill accepted Orders, or for its delay in fulfilling accepted Orders, when such failure or delay is due to a Force Majeure Event in accordance with Section 16.1. In addition, Supplier will have no liability to Distributor for any potential profits that might have been earned under this Agreement but for Supplier's inability or failure to provide the Products or for any delays in the provision of the Products.

4.6. Discontinued Products. On giving two (2) months' notice in writing to the Distributor, the Supplier may vary Schedule 1 in its sole and unlimited discretion to exclude one or more of the Products from this Agreement if the production of those Products is permanently discontinued for any reason, or if the Products do not meet regulatory requirements, may not be legally sold, raise reasonable safety issues, or as reasonably required to mitigate risk with respect to an infringement claim asserted or threatened by a third party.

4.7. Limited Warranty. Supplier provides no warranty for the Products except as provided to End Customer in the End User Agreement and as the same may be relied on by Distributor only during the time in which the Distributor holds the Products and only to the extent that Products leased or sold by Supplier to Distributor hereunder are delivered to an End Customer within the allowable time frames from the date on which such Product is delivered to Distributor.

4.8. Shipping. Each party, when shipping Products to the other party, shall:

4.8.1. properly pack and secure them in such manner as to enable them to reach their destination in good condition under normal conditions and according to shipping and packaging requirements as agreed to in writing by the parties from time to time;

4.8.2. include with each delivery of the Products a delivery note which shows either (a) the date of the Order, the Order number (if any), the type and quantity of the Products (including the code number of the Products, where applicable), the lot number of each Product, special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be

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delivered or (b) the type and quantity of Product(s) being returned, and why;

4.8.3. all Products from Supplier shall be shipped Delivery at Place (DAP, Incoterms 2010) from the locations specified on Schedule 7 subject to and in accordance with Schedule 3, unless otherwise specified by Supplier in the Order; and

4.8.4. for Products ordered beyond terms defined in Section 4.5, Distributor shall use its best efforts to provide at least sixty (60) days advance notice of any such order of Products and Supplier shall use commercially reasonable efforts to meet fill the order by the date requested.

4.9. Return Authorizations. In connection with any return of any defective Product(s) under warranty, Distributor shall contact Supplier at which time Supplier shall issue a Return Material Authorization ("**RMA**") number for the defective batch or individual Product(s). Product(s) returned without a valid RMA number displayed on the outside of the shipping container may be returned to Distributor at Distributor's expense. If Distributor returns defective Product(s) under warranty in accordance with the RMA process and compliance with the foregoing requirements, at Distributor or End Customer's request, Supplier will use commercially reasonable efforts to ship replacement Products as soon as reasonably practicable but in no event later than ninety (90) days from receipt of the returned Product(s). At Supplier's expense, Distributor or End Customer will return the defective Product within 10 Business Days of receipt of replacement Products, in accordance with RMA. No additional fee shall be payable to Supplier for such replacement of any defective Product(s). Notwithstanding the foregoing, Supplier shall not be responsible for any Product(s) that fails to pass Supplier's quality control as a result of improper storage and handling during or after shipment to Supplier. Distributor may not reject Product(s) unless the Product(s) was damaged at the time of shipment.

4.10. Contaminated Flow Cells. Distributor shall not return any Contaminated Flow Cells to Supplier, and instead shall provide Supplier proof of legal and appropriate destruction of Contaminated Flow Cells.

4.11. Risk of Loss. The Products are deemed delivered in accordance with Section 4.8.3 of this Agreement. From the time of such delivery to the carrier, Distributor is responsible for the risk of loss of, damage to or shrinkage of the Products. If Products are being leased from Supplier, Distributor takes no title in the Hardware. If Products are being purchased from Supplier, title to the Products pass when the Products are deemed delivered in accordance with Section 4.8.3.

4.12. Advance Notice of Updates and Upgrades. Supplier will provide Distributor with access to and use of releases of Software patches and updates that Supplier makes available to all End Customers at no additional cost. Supplier will support ongoing use of previous versions of Software and Hardware configurations for one month after release of such patches and updates.

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5. Supplier's Undertakings.

5.1. Primary Undertakings. The Supplier shall:

5.1.1. conduct at least thirty-two (32) hours per year of training concerning the Products for the staff of Distributor who work with the Products and be available, at Supplier's discretion, by phone or e-mail to give advice in case of problems or incidents;

5.1.2. take appropriate measures with the objective of maintaining with respect to the Products:

5.1.2.1. traceability from the Supplier to the carrier;

5.1.2.2. compliance with all labelling requirements considering guidance provided by the Distributor; provided, that Supplier shall not be required to customize labelling specifically for Distributor;

5.1.2.3. compliance with language requirements under national legislation applicable to Product labels and instructions as suggested by Distributor and as reviewed and agreed to by the Supplier;

5.1.3. approve or reject any promotional information or material submitted by the Distributor within 30 days of receipt; and

5.1.4. with regard to any Orders placed directly with Supplier (and not via Distributor) by End Customers ordering for shipment in to the Territory, charge additional freight charges such that the price offered to such End Customers, before any additional tax, duty or other fees required by applicable law, equals the Maximum Selling Price listed alongside such Product on Schedule 1 in addition to Supplier's list price; provided, however, that Supplier may lease or sell "starter packs" without such additional freight charges; and, provided, further, that if Supplier reasonably believes that the terms of this Section 5.1.4 are in violation of any applicable law, regulation or rule, the terms of this Section 5.1.4 shall be deemed waived by the parties.

6. Prices and Payment.

6.1. Supplier's Prices. Except as solely agreed in writing in advance as to a specified End Customer for a specified period during the Term, the Distributor will pay the Supplier the Distributor list price for the Products as set out in Schedule 1 ("**Distributor Price**"). Supplier may change the Distributor Price upon prior written notice during the Term.

6.2. Foreign Currency. To the extent that any payments are paid to a Distributor in a currency other than U.S. Dollars, Distributor shall convert such amounts into U.S. dollars at the Applicable Exchange Rate (a "**Converted U.S. Dollar Amount**") and

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pay to Supplier such Converted U.S. Dollar Amount in lieu of any payment in a currency other than U.S. Dollars. For purposes hereof, "**Applicable Exchange Rate**" means, with respect to any Distributor, the currency exchange rate as reported by Bloomberg.com on the first Business Day of the applicable month of the Order and delivery of the Products provided by such Distributor.

6.3. Distributor's Mark Up. Distributor shall not sell or lease Products to End Customers for a price greater than the maximum selling price or maximum leasing price, as applicable, listed alongside such Product in such quantity (as it is being sold or leased to End Customer) as detailed on Schedule 1 hereto ("**End Customer Price**"); *provided, however*, that in addition to the End Customer Price, Distributor may also charge End Customers up to an additional amount on a customer by customer basis as detailed on Schedule 1 hereto to recover any costs of customs and import duty, freight and any goods and services tax, only to the extent actually applicable to each End Customer. **Distributor shall not be entitled to recover any other costs by charging End Customers prices greater than permitted by the foregoing provisions of this Section 6.3**. The references to additional amounts in this Section 6.3 shall be interpreted to include the following applicable taxes: [Cofins, IPI, and ICMS/ICMS-ST]. Supplier may change the End Customer Price upon prior written notice during the Term.

6.4. Other Costs. Any and all expenses, costs and charges incurred by the Distributor in the performance of its obligations under this Agreement shall be paid by the Distributor, unless the Supplier has expressly agreed in advance in writing to pay specific expenses, costs and charges.

6.5. Payment terms. The full amount of any invoice from Supplier will be paid by Distributor within sixty (60) days from the date of an invoice.

6.6. No Set-Off. The Distributor may not withhold payment of any amount due to the Supplier because of any set-off, counter-claim, abatement, or other similar deduction, unless otherwise agreed to in writing.

6.7. Fees and Taxes. The Distributor shall be responsible for the collection, remittance and payment of any or all taxes (including value added tax, goods and services taxes, and customs duties), charges, duties, levies, assessments, interests, penalties and other fees of any kind imposed on the Distributor by governmental or other authorities in the Territory or any other jurisdiction, standard packaging, delivery and handling charges, or shipping insurance charges in respect of the shipping, purchase, importation, exportation, certification, sale, lease or other distribution of the Products and the Software. Distributor shall also be responsible for any fees, taxes or other lawful charges paid by Supplier upon failure of Distributor to make such payments, which shall only be so paid at Supplier's option, shall become immediately due from Distributor to Supplier.

6.8. Supplier Interest. Supplier shall charge Distributor interest on any amounts invoiced under this Section 6 or owed to Supplier by Distributor under this Agreement that are not paid within the time periods specified in Section 6.5, such amounts are invoiced and due at the rate of 5% per annum above the London

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Interbank Offered Rate (LIBOR) from time to time. The interest period shall run from the due date for payment until receipt by the Supplier of the full amount whether before or after judgment and without prejudice to any other right or remedy of the Supplier.

6.9. Distributor Interest. Distributor shall charge Supplier interest on any amounts owed to Distributor by Supplier under this Agreement that are not paid within forty-five (45) days of the date such amounts are invoiced and due at the rate of 5% per annum above the London Interbank Offered Rate (LIBOR) from time to time. The interest period shall run from the due date for payment until receipt by the Distributor of the full amount whether before or after judgment and without prejudice to any other right or remedy of the Distributor.

6.10. Insolvency. To the extent permissible under applicable law, if Distributor becomes subject to any of the events listed below or Supplier reasonably believes that Distributor is about to become subject to any of them and Supplier notifies Distributor accordingly, then without limiting any other right or remedy available to Supplier, Supplier may cancel or suspend any deliveries under this Agreement without incurring any liability for so doing, and any outstanding amounts in respect of the Products or Software already delivered to Distributor will become immediately due. For the purposes of this Section 6.10, the relevant events are: Distributor insolvency; Distributor proposal of an individual, company or partnership voluntary arrangement; having a receiver, administrator or manager appointed over the whole or any part of Distributor's business or assets; a petition presented, order made or resolution passed for Distributor's winding up, bankruptcy or dissolution; if Distributor should otherwise propose or enter into any composition or arrangement with Distributor's creditors or any class of them; if Distributor ceases or threatens to cease to carry on business or if Distributor claims the benefit of a statutory moratorium; or Distributor suffers any event which is analogous to any of these events in any part of the world.

7. Advertising and Promotion.

7.1. Distributor Undertakings. The Distributor shall:

7.1.1. be responsible for advertising and promoting the Products in the Territory for Permitted Use (but the Distributor shall only use advertising and promotional materials and literature, including wording, messaging, styles, fonts and logos, provided by Supplier). The Distributor shall not change the wording of these materials without prior written consent from the Supplier, which may be withheld in its sole discretion;

7.1.2. Distributor shall assist Supplier in localizing labels, packaging, manuals and other pertinent materials to conform with Local Regulations and best practices in the Territory with respect to the use of the Products;

7.1.3. submit a quarterly advertising, marketing and promotion programme and plan (the "**Promotional Plan**") to the Supplier for its review and approval;

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7.1.4. not deviate from the approved Promotional Plan except with the prior written consent of Supplier, which may be withheld in its sole discretion;

7.1.5. adhere to the Supplier's policy for Distributors operating on social media;

7.1.6. observe all directions and instructions given to it by the Supplier for promotion and advertisement of the Products; and

7.1.7. not make any written or oral statement as to the quality or manufacture of the Products or the Software without the prior written approval of the Supplier.

7.2. Promotional Materials. The Supplier shall supply, at no charge, digital versions of any available promotional and advertising material reasonably necessary to fulfil the Promotional Plan approved by the Supplier in writing and that the Distributor reasonably requests. Printing or other production costs shall be borne by the Distributor.

7.3. Distributor's Conduct. Distributor shall (a) avoid deceptive, misleading or unethical practices that are or might be materially detrimental; (b) not wilfully publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material relating to the Products or the Software; and (c) make no representations, warranties or guarantees to third parties with respect to the specifications, features or capabilities of the Products or the Software that are materially inconsistent with any representations, warranties or guaranties regarding the Products and the Software that are expressly authorized by Supplier. In the event Supplier has reasonable concerns that the manner in which any Distributor personnel or representative is conducting himself or herself reflects poorly on the reputation of Supplier, the Products or the Software, Supplier may provide notice of the same to Distributor and the parties shall meet and discuss the same. If the parties are unable to agree on reasonable assurances to be provided to Supplier, Distributor shall at Supplier's request, not permit such personnel or representative to continue to perform services under this Agreement. Distributor shall not, and shall prevent its Affiliates and their officers, directors, employees and shareholders from, defaming, disparaging or criticizing Supplier or its Affiliates and their officers, directors, employees and shareholders, as well as any of their Products,, Software, services, finances, financial condition, capabilities or other aspects of or any of their business in any medium to any person or entity without limitation in time regardless of termination or expiration of this Agreement.

8. Compliance with Laws and Regulations.

8.1. Authority. The Distributor represents that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and that it has all requisite power, authority and approvals required to enter into this Agreement. The Distributor further represents that it has taken all actions necessary to authorize it to enter into this Agreement and it's representative whose signature is affixed hereto is fully authorized to sign this Agreement.

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8.2. Tax Laws. The Distributor represents that it is familiar with and is in compliance with all applicable tax laws of the jurisdiction(s) in which it is formed and in which it operates.

8.3. Import and Export Licenses. The Distributor shall be responsible for obtaining any necessary import licences, permits and certifications necessary for the entry of the Products into the Territory or their delivery to the Distributor, and all necessary export licenses, permits and certifications necessary for exportation of the Products and the Software from the Territory or their delivery to the Supplier (to the extent that such exportation and delivery is contemplated under this Agreement). The Distributor shall be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation, exportation and delivery of the Products and the Software.

8.4. Current Local Regulations. The Distributor warrants to the Supplier that it has informed the Supplier of all applicable Local Regulations at the date of this Agreement.

8.5. Changes in Local Regulations. The Distributor shall give the Supplier as much advance notice as reasonably possible of any changes or prospective changes in the Local Regulations.

8.6. Regulatory Acknowledgement. The Products and Software are labeled for Permitted Use only. Distributor acknowledges and agrees that (a) the Products and Software have not been approved, cleared or licensed by the United States Food and Drug Administration or other regulatory entity, whether foreign or domestic, for any specific intended use; (b) the Products and Software are not for use in diagnostic, therapeutic or clinical procedures where validation or registration with regulatory authorities is required; (c) the Products and Software should be used in strict accordance with applicable instructions, Documentation and Specifications; and (d) Distributor must ensure it has any regulatory approvals necessary for Distributor's intended use of the Products and Software. Distributor further acknowledges and agrees to comply with all applicable laws when using, maintaining and disposing of the Products and Software.

9. Anti-bribery Compliance.

9.1. Distributor Undertakings. The Distributor shall:

9.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Anti-Corruption Laws, NHS anti-bribery rules in the UK and equivalent rules throughout the Territory ("**Relevant Requirements**");

9.1.2. have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and

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9.1.3. promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Distributor in connection with the performance of this Agreement.

9.2. Compliance with Anti-Corruption Laws. Distributor represents that it is familiar with and is in compliance with all applicable Anti-Corruption Laws. Distributor agrees to ensure that all of its owners, directors, officers, employees, Affiliates and third party representatives who are engaged in implementing this Agreement are knowledgeable regarding the purpose and provisions of all applicable Anti-Corruption Laws and agrees to take appropriate and adequate steps to ensure that such owners, directors, officers, employees, Affiliates and third party representatives will comply with all applicable Anti-Corruption Laws and will not take any action which would cause either Distributor or any member of the Supplier Group to be in violation of any applicable Anti-Corruption Laws.

9.3. Agents and Subcontractors. The Distributor shall ensure that all of its agents and subcontractors who perform services or provide goods in connection with this Agreement do so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those imposed on the Distributor in this Section 9 ("**Relevant Terms**"). The Distributor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Supplier for any breach by such persons of any of the Relevant Terms.

9.4. FCPA. Distributor and the Supplier warrant to each other that in the performance of their individual obligations under this Agreement it shall not act in any fashion or take any action which will render either Supplier or Distributor liable for a violation of the U.S. Foreign Corrupt Practices Act ("**FCPA**"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist Distributor or Supplier in obtaining or retaining business. Each party shall have the right to terminate this Agreement immediately if the other party takes any action in violation of the FCPA that renders the first party liable for a violation of the FCPA.

9.5. Certification. Distributor shall complete an annual certification attesting that neither Distributor nor any of its owners, directors, officers, employees, Affiliates or third-party representatives who are engaged in implementing this Agreement has committed any act in violation of the terms of this Agreement. Further, Supplier may periodically request further assurances from Distributor to establish that Distributor is in full compliance with this Agreement. Such further assurances may be in the form of additional certifications, disclosures, or undertakings by Distributor in connection with this Agreement.

9.6. Materiality. Any breach of this Section 9 shall be deemed a material breach under Section 12.3.2 and Section 15.

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10. Trademarks.

10.1. Ownership of Marks. The Trademarks are the exclusive property of the Supplier. Distributor has paid no consideration for the use of the Trademarks, logos, copyrights, trade names or designations, and nothing contained in this Agreement shall give Distributor any interest in any of them, except as expressly provided in Section 10.2. Distributor may use the Trademarks in marketing the Products under the provisions of this Section 10 but such use does not confer any right, title or interest in the Trademarks or in any of the Products or the Software. Distributor further acknowledges that Supplier owns and retains all copyrights and other proprietary rights in all of the Products, and agrees that it will not at any time during or after the term of this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, trade name, copyright or logo belonging to or licensed to Supplier (including without limitation any act, or assistance to any act, which may infringe or lead to the infringement of any copyright in the Products).

10.2. Trademark Rights. Distributor will comply with the reasonable guidelines and procedures established by Supplier with respect to the Trademarks and will otherwise cooperate and agree upon the details of such identification. Distributor will not modify or alter the Trademarks and Distributor will include an appropriate trademark notice (e.g., ® or ™, as the case may be) with each use of any of the Trademarks. Distributor will not adopt or use brands, logos, trademarks, trade name or other marks which are identical or confusingly similar to the Supplier's Trademarks.

10.3. Marks. The Products shall be sold under the Trademarks. The Trademarks shall be used on all Products, containers and advertisements for the Products together, in the case of any Trademark applications, with "TM".

10.4. No Alterations. The Distributor shall not alter or make any addition to the labelling or packaging of the Products displaying the Trademarks without the prior written consent of the Supplier. The Distributor shall not alter, deface or remove any reference to the Trademarks, any reference to the Supplier or any other name displayed to the Products, their packaging or labelling.

10.5. No Warranty. The Supplier makes no representation or warranty about the validity or enforceability of the Trademarks, nor as to whether they infringe any intellectual property rights of third parties in the Territory.

10.6. No Transfer. The Distributor shall not and shall have no right to sub-license, transfer or otherwise deal with the rights of use of the Trademarks granted under this Agreement.

10.7. Cooperation. At the request of Supplier, the Distributor shall immediately enter into any document necessary for the recording, registration or safeguarding of the Supplier's Trademark rights for the marketing of the Products under the Trademarks.

10.8. Notice. Each party shall promptly give notice in writing to the other if it becomes aware of:

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10.8.1. any infringement or suspected infringement of the Trademarks or any other Intellectual Property Rights relating to the Products or the Software within the Territory; or

10.8.2. any claim that any Product or the manufacture, use, sale or other disposal of any Product within the Territory, whether or not under the Trademarks, infringes the rights of any third party.

10.9. Infringement Action. In respect of any matter that falls within Section 10.8:

10.9.1. the Supplier shall, in its absolute discretion, decide what action to take in respect of the matter (if any);

10.9.2. the Supplier shall conduct and have sole control over any consequent action that it deems necessary; and

10.9.3. the Supplier shall pay all costs in relation to that action and shall be entitled to all damages and other sums that may be paid or awarded as a result of that action.

10.10. Reasonable Assistance. Distributor shall, at the request and expense of Supplier, provide any reasonable assistance to Supplier in connection with any claim or action to be taken by Supplier under this Section 10 (including but not limited to the use of its name in, or being joined as a party to, proceedings), provided that Distributor is given such indemnity as it may reasonably require against any losses, costs and expenses it may reasonably incur as a result of, or in connection with, providing assistance as otherwise described in this Agreement.

11. Product Liability and Insurance.

11.1. Indemnification of Distributor. Subject to the terms of this Agreement, including, without limitation, the exclusions listed below and Distributor's fulfilment of all of the conditions in Section 11.3, except to the extent Supplier is prejudiced thereby, Supplier shall defend, indemnify and hold harmless Distributor against damages up to one million U.S. Dollars finally awarded in any legal action brought by a third party (which term as used herein shall not include any End Customer) against Distributor alleging that the Products or Software, when used for Permitted Use, in accordance with this Agreement, the End User Agreement, the Documentation and the Products' Specifications, infringe the Intellectual Property Rights of a third party which are valid and enforceable under the laws of the Territory. Supplier has no obligation to defend, indemnify or hold harmless Distributor for any such infringement claim to the extent such infringement arises (directly or indirectly) from: (a) the use of the Products or Software in any manner or for any purpose other than Permitted Use, (b) the use of the Products or Software in any manner not in accordance with the Specifications, the Documentation or this Agreement, (c) the use of the Products or Software in combination with any other products, materials or services not provided by Supplier, (d) the use of the Products or Software to perform any process not supplied by Supplier, (e) Distributor's breach of any terms of this Agreement, (f) Distributor's modification of the Products or Software or (g) Distributor's or End Customer's failure to acquire additional Intellectual Property

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Rights necessary to use the Products or Software outside the scope of this Agreement (together, the "**Excluded Claims**"). As a condition to this indemnity, Distributor must (i) notify Supplier in writing as soon as Distributor becomes aware of any claim, (ii) not admit any liability or take any other action in connection with the claim that could affect a defence, (iii) allow Supplier, at its sole option, to solely control the defence or settlement of the claim and (iv) give Supplier reasonable information, cooperation and assistance. THIS INDEMNITY IS SUPPLIER'S ONLY LIABILITY TO DISTRIBUTOR, AND DISTRIBUTOR'S ONLY REMEDY, FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY OF THE PRODUCTS OR SOFTWARE.

11.2. Indemnification of Supplier. The Distributor shall indemnify and hold harmless the Supplier from and against any and all damage, loss, liability and expense (including without limitation, reasonable expenses of investigation and reasonable attorney's fees and expenses in connection with any action, suit or proceeding, collectively, "**Damages**") incurred or suffered by Supplier or as a result of Damages arising from a claim by a third party, in each case, arising out of or in connection with the Distributor's breach of this Agreement, failure of Distributor to comply with applicable laws as a distributor of Products and Software in the Territory, breach of the Distributor's representations and warranties set forth in this Agreement and fraud or wilful misconduct by the Distributor.

11.3. Control of Claim. The party seeking indemnification ("**Indemnified Party**") shall, as soon as it becomes aware of a matter which may result in a claim:

11.3.1. give the other party notice in writing of the details of the matter;

11.3.2. give the other party access to and permit copies to be taken of any materials, records or documents as the other party may require to take action under this Section 11.3;

11.3.3. allow the other party the exclusive conduct of any proceedings and take whatever action the other party requires to defend or resist the matter, including using the professional advisers nominated by the other party.

11.4. Products Subject to Claim. If Supplier believes that the Products or Software or any part thereof have become or may become the subject of an infringement claim, Supplier shall have the right, in its sole discretion, to (a) procure for the applicable End Customer the right to continue using the Products or Software, (b) modify or replace the Products or Software with a substantially equivalent non-infringing substitute or (c) require the return of the Products or Software and terminate the rights, license and any other permissions provided to Distributor and End Customer with respect to the Products or Software and refund Distributor the depreciated value of the returned Products or Software at the time of such return; provided, however, that no refund will be given for used-up or expired Consumables.

11.5. Insurance. Commencing at the start date of the first sale of a Product pursuant to this Agreement, each party shall maintain in effect and good standing a general

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liability insurance policy issued by a reputable insurance company in the amount of at least the equivalent of US $2,000,000 per claim, and US $4,000,000 for claims in the aggregate. Each party shall provide a copy of the insurance policy to the other party on request.

11.6. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER TO THE OTHER EXCEED THE FEES PAID BY DISTRIBUTOR TO SUPPLIER. The foregoing disclaimer of types of damages and limitation of amount of damages shall not apply to (a) claims based on misappropriation of the other party's Intellectual Property Rights; (b) damages arising from either party's breach of obligations with respect to the other party's Confidential Information; or (c) the indemnity obligations of Distributor under Section 11.2. Any claim arising hereunder is waived if not asserted within two (2) years of the date the claim arose.

12. Duration and Termination.

12.1. Term of Agreement. This Agreement shall come into effect on the Commencement Date and shall continue in force for one (1) year thereafter, subject to Sections 12.3, 12.4, 12.5, 16.4.1, and 16.1.3 (the "**Term**"), unless otherwise earlier terminated in accordance with this Agreement. Thereafter, the term of this Agreement shall automatically renew for successive one (1) Year terms unless one party provides written notice to the other party at least thirty (30) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement.

12.2. Products Lease Term. The lease of the Products shall come into effect on the date on which Distributor submits an order for such Products and, subject to Sections 12.3, 12.4, 12.5, 16.4.1, and 16.1.3 shall continue in force for a term of one (1) year from the date delivered to End Customers for the Devices, the ("**Device Lease Term**"), and for three (3) months from the date delivered to End Customers for the Flow Cells ("**Flow Cell Lease Term**"), unless otherwise stated on the Order; provided, however, if Distributor leases the Products to an End Customer during the Term, and this Agreement is terminated for any reason in accordance with its provisions prior to the completion of the End Customer's Device Lease Term or Flow Cell Lease Term, as applicable (the "**Outstanding Licenses**"), then the Outstanding Licenses will survive any termination of this Agreement until the completion of such Device Lease Term or Flow Cell Lease Term, as applicable. For the avoidance of doubt, for so long as this Agreement is still in effect and until the completion of any Device Lease Terms or Flow Cell Lease Terms from Outstanding Licenses, Distributor will return to Supplier, promptly upon the expiration of any Device Lease Term or Flow Cell Lease Term, as applicable, and in no event later than 20 days after such expiration, the Devices or Flow Cells covered by such Device Lease Term or Flow Cell Lease Term.

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12.3. Immediate Termination. Without limiting any other rights or remedies to which it may be entitled, a party may give notice in writing to the other terminating this Agreement immediately if:

12.3.1. the other party fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default for more than thirty (30) days;

12.3.2. the other party commits a material breach of any term of this Agreement and (if that breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of such breach;

12.3.3. an order is made or a resolution is passed for the winding up of the other party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or such an administrator is appointed, or a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to make a winding-up order in respect of the other party, or the other party takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the other party with its creditors or an application to a court for protection from its creditors is made by the other party; or

12.3.4. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

12.4. Change in Control. In the event that, in a single transaction or a series of transactions, Supplier is (i) acquired by any other entity (by stock sale, asset sale or otherwise), (ii) merges with any other entity, or (iii) in return for an equity investment, enters into a worldwide distribution relationship with another entity, then, at Supplier's discretion, Supplier may provide notice to the Distributor and the Distributor: (a) will cease acquiring new accounts in the Territory after 30 days of such notice by the Supplier, and (b) will continue to supply accounts already secured until the end of the Term. In addition, Supplier and Distributor will cooperate to reduce Distributor's inventory down to negligible levels prior to the end of the Term. Products remaining in Distributor's inventory at the end of the Term may be returned to Supplier under the terms of Section 13.2.

12.5. Termination for Convenience. Either party may terminate this Agreement at any time for convenience by providing thirty (30) days prior written notice.

13. Effects of Termination.

13.1. Accrued Rights. Termination of this Agreement shall not affect any rights or liabilities accrued at the date of termination.

13.2. Termination Options. On termination:

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13.2.1. The Distributor will cease acquiring new accounts in the Territory after thirty (30) days of notice of termination by the Supplier but will continue to supply accounts already secured until the fulfilment of all orders under such secured accounts;

13.2.2. Supplier shall have the option to retake possession from the Distributor any stocks of the Products at no less than the same price the Distributor paid for use of them. To exercise the option, the Supplier shall give notice to the Distributor within fourteen (14) days of termination, stating the quantities of Products it wishes to possess. The Distributor shall deliver these Products to the Supplier DAP Incoterms 2010 Supplier's facility within thirty (30) days of receiving the Supplier's notice, and the Supplier shall refund amounts paid for the Products in full within thirty (30) days of their delivery; provided, that, Supplier's obligation to refund amounts paid shall only apply to such Products that are still in good condition when returned, determined at the sole discretion of Supplier. The Supplier shall be responsible for the costs of packaging, insurance and carriage of the Products for return;

13.2.3. if the Supplier chooses not to exercise its option to buy back the Products under Section 13.2.2, or purchases only part of the Distributor's stocks of Products, the Distributor may, for a period of three (3) months following termination of this Agreement, sell and distribute any stocks of the Products in the Territory for Permitted Use as it may at the time have in store or under its control. At the end of this period, the Distributor shall promptly return all remaining stocks of the Products to the Supplier at the expense of the Distributor or otherwise dispose of the stocks as the Supplier directs; and

13.2.4. once the Supplier has bought back the Products under Section 13.2.1, or the 3-month period provided under Section 13.2.3 has ended, the Distributor shall, at the Supplier's option, promptly destroy or return all samples, technical pamphlets, catalogues, advertising materials, specifications, Documentation and other materials, documents or papers that relate to the Supplier's business that the Distributor has in its possession or under its control (other than correspondence between the parties).

13.3. Survival. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including Sections 3.1.7, 4.1, 6.7-6.8, 7.3, 10.9, 11.2-11.4, 11.6, 12.2, 13.1-13.3, 14 and 16, shall remain in full force and effect, as well as any obligation to pay fees arising prior to expiration or termination. Further, Distributor shall remain bound by all terms of this Agreement so long as it continues to exercise rights under Section 13.2.1.

13.4. Termination of Rights. Subject to Sections 13.2 and 13.3, all other rights and licences of the Distributor under this Agreement shall terminate on the termination date.

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13.5. Cancellation of Orders. The Supplier may cancel any Orders for Products placed by the Distributor before termination if delivery would fall due after termination, whether or not these Orders have already been accepted by the Supplier. Supplier shall have no obligation to supply Products following expiration or termination of this Agreement, however, in the event this Agreement is terminated by Supplier pursuant to Section 12.4, Supplier shall continue to supply Products required to fulfil contracts entered into by Distributor with End Customers hereunder prior to termination for the duration of the Term notwithstanding termination by Supplier pursuant to Section 12.4.

13.6. No Damages for Termination. Supplier will not be liable to Distributor for damages of any kind on account of the termination of this Agreement in accordance with its terms. Distributor waives any right to receive any compensation or reparations upon termination or expiration of this Agreement in accordance with its terms.

14. Confidentiality.

14.1. Protection of Information. The Parties agree that, during the Term, any renewal term and (i) with respect to any Confidential Information that the disclosing Party can demonstrate it maintains as a trade secret (which shall be deemed to include all information regarding Products and Software) and has notified the receiving Party that the information is a trade secret, for so long as the disclosing Party continues to protect such Confidential Information as a trade secret; and (ii) with respect to all other Confidential Information, for five (5) years following expiration or termination of this Agreement, the receiving Party shall maintain all Confidential Information of the disclosing Party in confidence and shall not publish, disseminate or otherwise disclose the disclosing Party's Confidential Information to any third party, nor use any Confidential Information of the disclosing Party, without the written consent of the disclosing Party, except for the purpose of performing its obligations under this Agreement. The receiving Party may only disclose and disseminate Confidential Information of the disclosing Party to its Affiliates, employees or contractors who have a bona fide need to know for the purpose of performing such Party's obligations under this Agreement, and only after such Affiliates, employees or contractors have been advised of the confidential nature of such information and are bound in writing by obligations of confidentiality no less stringent than the confidentiality obligations in this Agreement.

14.2. Exceptions. Confidential Information shall not include any information that: (i) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing Party, as evidenced by prior written documents already in its possession; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party, (iii) becomes generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement, (iv) was disclosed to the receiving Party, other than under an obligation of confidentiality to a third party, by a third party who had no obligation to the disclosing Party not to disclose such information to others; or (v) was independently discovered or developed by the receiving Party

without the use of Confidential Information belonging to the disclosing Party, as documented by the receiving Party's written records.

14.3. Required Disclosure. A Party may use or disclose Confidential Information of the other Party to the extent such use or disclosure is reasonably necessary in complying with applicable governmental regulations, seeking financing, or otherwise exercising its rights or performing its obligations hereunder; *provided*, that if a receiving Party is required to make any such disclosure of Confidential Information, it shall make commercially reasonable efforts to: (i) give prompt written notice to the disclosing Party of the proposed disclosure and allow the disclosing Party at least thirty (30) working days to object to all or any portion of the disclosure before it is disclosed; (ii) if advance notice is not possible, provide written notice of the disclosure immediately thereafter; (iii) to the extent possible, minimize the extent of such disclosure; and (iv) secure confidential treatment of such information prior to its disclosure (whether through protective orders or otherwise), it being understood that any information so disclosed shall otherwise remain subject to the limitations on use and disclosure hereunder. The receiving Party shall take into reasonable consideration any comments and objections raised by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, Supplier may disclose Confidential Information of Distributor to the government of the United States of America or any government having jurisdiction over Supplier, Distributor, any of their respective Affiliates, or over performance of this Agreement, if Supplier, in its sole and unlimited discretion, has a reasonable belief that a possible violation of, or conduct subject to government penalties, under any applicable law or regulation (including any Anti-Corruption Law) may have occurred.

14.4. Disclosure to Advisors. The Parties may disclose the existence of this Agreement. Except as expressly permitted in this Agreement, neither party shall disclose the terms and conditions of this Agreement and/or the financial and other matters pertaining to this Agreement except to any of the following persons, provided that each such person is bound by written agreement or are otherwise obligated to maintain such information as confidential: (i) Persons who have provided or propose to provide equity or debt financing to such party or its Affiliates; (ii) persons who may acquire such Party (by merger, purchase of assets, purchase of securities or otherwise); (iii) Persons with whom such Party proposes to merge or consolidate; (iv) such Party's auditors, attorneys and financial advisors; (v) underwriters, brokers and financial advisors engaged, or proposed to be engaged, by such Party in connection with a financing, acquisition, sale, merger, reorganization or other material corporate transaction; (vi) underwriters, brokers and agents engaged, or proposed to be engaged, by such Party in connection with obtaining insurance related to the Products or the Software; (vii) governmental authorities as required to fulfil an obligation hereunder in connection with subsections (i)-(vi) above and the Party's consultants and advisors for such filings; and (viii) the attorneys, auditors and other professional advisors to the foregoing Persons.

14.5. Securities Disclosure. If the Supplier becomes a "reporting company" under the Securities Exchange Act of 1934, as amended, or files a registration statement under the Securities Act of 1933, as amended, or becomes subject to reporting and disclosure obligations under the laws of any other jurisdiction that might require the

filing of this Agreement and/or the disclosure of the terms and conditions of this Agreement, the Supplier may, to the extent it reasonably deems necessary or desirable under such laws, rules and regulations, disclose the terms and conditions of this Agreement (including filing a copy of this Agreement with the Securities and Exchange Commission or other regulatory authority), and matters pertaining to this Agreement. If the Supplier determines that it should file a copy of this Agreement with the Securities and Exchange Commission or other regulatory authority, it will endeavour to seek confidentiality of the economic terms and provisions as it can protect as confidential consistent with the rules and regulations of the Securities and Exchange Commission or other regulatory authority. Any information regarding the terms and conditions of this Agreement and matters pertaining to this Agreement shall not be considered "Confidential Information" following the public disclosure of such information. For the avoidance of doubt, this Section 14.5 is not intended to impose any obligations on Distributor, but instead to permit Supplier to disclose this Agreement publicly when required under law without violation of the confidentiality obligations herein.

14.6. Survival. The provisions of this Section 14 shall continue to apply after termination of this Agreement, in accordance with Section 14.1.

15. Audit. To audit compliance with this Agreement, Distributor agrees that upon five (5) days' notice, Supplier shall have the right, but not the obligation, at Supplier's sole cost, to inspect and audit, or hire a third party to inspect and audit, any of Distributor's documents, records, communications, facilities and inventory to ensure compliance with the terms of this Agreement. Any such inspection or audit shall be conducted during regular business hours. If such inspections or audits discover an undisclosed material breach of the provisions of this Agreement, then Supplier may terminate this Agreement immediately and all costs of such inspection or audit shall be borne by Distributor. Nothing in this Section 15 shall be deemed to limit any legal or equitable remedies available to either party and Supplier is entitled to pursue equitable remedies to the fullest extent permitted under applicable law.

16. General Provisions.

16.1. Force Majeure.

16.1.1. Neither party shall be in breach of this Agreement in respect of, or liable for, any failure or delay in performance of its obligations under this Agreement (other than payment of fees) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("**Force Majeure Event**"), including, without limitation, any of the following:

16.1.1.1. Acts of God, including fire, flood, earthquake, windstorm or other natural disaster;

16.1.1.2. war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

16.1.1.3. trade war;

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16.1.1.4. terrorist attack, civil war, civil commotion or riots;

16.1.1.5. nuclear, chemical or biological contamination or sonic boom;

16.1.1.6. fire, explosion or accidental damage;

16.1.1.7. loss at sea;

16.1.1.8. extreme adverse weather conditions;

16.1.1.9. collapse of building structures, failure of plant machinery, machinery, computers or vehicles;

16.1.1.10. any labour dispute, including strikes, industrial action or lockouts;

16.1.1.11. non-performance by suppliers or subcontractors (other than by companies that are Affiliates of the party seeking to rely on this section); and

16.1.1.12. interruption or failure of utility service, including but not limited to electric power, gas or water.

16.1.2. A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

16.1.2.1. it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

16.1.2.2. it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

16.1.2.3. it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

16.1.3. If the Force Majeure Event continues for a continuous period of more than one (1) month, either party may terminate this Agreement (in whole or only with respect to the distribution rights and obligations) by giving fourteen (14) days' notice in writing to the other party specifying the type of termination. On the expiry of this notice period, this Agreement (or applicable portion) shall terminate. This termination shall not affect the rights of the parties in respect of any breach of this Agreement occurring before termination.

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16.2. Entire Agreement.

16.2.1. This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Notwithstanding the foregoing, any nondisclosure agreement entered into by and between the parties prior to the date hereof shall continue to apply with respect to information disclosed prior to the Commencement Date.

16.2.2. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

16.2.3. Nothing in this Section 16 or 11.6 shall limit or exclude any liability for fraud.

16.3. Amendments.

16.3.1. Except as expressly set forth herein, no amendment or variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

16.4. Assignment.

16.4.1. The Supplier may, at any time, assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that the assignor gives prior written notice to the Distributor and that the assignee agrees in writing with the assignor to be bound by all the obligations of the assignor under the Agreement.

16.4.2. The Distributor may, at any time, assign, transfer, mortgage, charge or deal in any other manner with any and all of its rights and obligations under this Agreement, provided that the assignor obtains the prior written consent of the Supplier, the Supplier agrees in writing (such consent not to be unreasonably withheld), and the assignee agrees in writing with the assignor to be bound by all the obligations of the assignor under this Agreement.

16.4.3. Each party confirms that it is acting on its own behalf and not for the benefit of another person.

16.5. Freedom to Contract. The parties declare that they each have the right, power and authority and have taken all action necessary to execute, deliver, exercise their rights and perform their obligations under this Agreement.

16.6. Waiver. A waiver by Supplier of any right or remedy arising under this Agreement or by law is only effective if given in writing and will not be deemed to be a waiver of any subsequent breach or default. No failure or delay to exercise any right or remedy provided under the Agreement or by law will constitute a waiver by that

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party of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.7. Severance. If any provision of this Agreement is found to be invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of the Agreement. All restrictions specified in this Agreement shall apply to the maximum extent permissible under applicable law. If Distributor believes it has additional rights or the right to act contrary to the express restrictions specified in the Agreement under mandatory laws (including, without limitation, national laws implementing Directive 91/250/EEC and similar laws), Distributor agrees to provide Supplier with at least thirty (30) days prior written notice and any reasonably requested information before exercising such rights, to allow Supplier to offer alternatives at Supplier's sole discretion.

16.8. Notices. Any notice under this Agreement must be given in writing, which may include email. Notice by post should be sent to Distributor or Supplier's address as specified below, or to the relevant party's registered office if no such address has been given, or as Distributor or Supplier may otherwise direct in writing from time to time. Notice will be deemed received: (i) if delivered personally, on the date of delivery; (ii) if sent by prepaid first class post or other next working day delivery service, on the second Business Day after posting; (iii) if delivered by commercial courier, on the date the courier's delivery receipt is signed; or (iv) if sent by fax or email, one (1) Business Day after transmission.

If to Distributor:

CEO Leonildo Torres
Suministros Clinicos ISLA SAS
Calle 143 N 46- 45 Edificio Prisma, Bogotá, Colombia.

If to Supplier:
Attn: CEO
Oxford Nanopore Technologies, Ltd.
Gosling Building, Edmund Halley Road
Oxford Science Park, Oxford OX4 4DQ, United Kingdom.

16.9. Third-Party Rights. A person who is not a party to this Agreement shall have no right to enforce its terms, except for Metrichor Ltd. and each member of the Supplier Group, who are express third-party beneficiaries of this Agreement. This Agreement is binding upon each party's respective successors and assigns.

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16.10. No Partnership or Agency. Except as expressly provided, nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, nor authorise a party to make or enter into any commitments for or on behalf of the other party.

16.11. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

16.12. Equitable Remedies. Distributor acknowledges and agrees that the Products and Software are of a special, unique, unusual, extraordinary and intellectual character such that any use of the Products or Software in a manner inconsistent with this Agreement would irreparably injure Supplier in a manner for which money damages would not be sufficient to compensate Supplier. Accordingly, Distributor agrees that, in addition to any other remedies available to Supplier at law, in equity or under this Agreement, Supplier shall be entitled to seek specific performance, injunctive relief and other equitable relief, including seizure of any Products in Distributor's possession or the compelled assistance of Distributor in recovering improperly transferred Products or Software, to prevent any actual or threatened misuse of the Products or Software (collectively, "**Equitable Remedies**"). Distributor agrees that Supplier may seek Equitable Remedies, including but not limited to, in the following instances: (i) actual or threatened patent infringement by Distributor or its Affiliates, (ii) misappropriation by Distributor or its Affiliates of Supplier's Intellectual Property Rights, (iii) Distributor's breach of obligations with respect to Supplier's Confidential Information, or (iv) Distributor's breach of Section 7.1.6 of this Agreement. Distributor also acknowledges that this provision applies regardless of whether Distributor's conduct is or would be deemed to be a material breach of this Agreement and even in the absence of the exercise by Supplier of any rights to termination under Section 12.

16.13. Governing Law and Jurisdiction.

16.13.1. This Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of [England and Wales]. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply.

16.13.2. The parties irrevocably consent to the exclusive jurisdiction of and agree that the courts located in [England and Wales] shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with Section 16.12 of this Agreement (Equitable Remedies).

16.14. Arbitration.

16.14.1. The Parties agree that any controversy or claim, whether at law or in equity, arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims), regardless of the date of accrual of such dispute, shall be resolved in its

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entirety by individual (not class-wide nor collective) binding arbitration; *provided, however*, that Equitable Remedies may be sought by Supplier in accordance with Section 16.12 of this Agreement. The arbitration shall be conducted by the London Court of International Arbitration (LCIA) in accordance with its Rules, which Rules are deemed to be incorporated by reference into this clause (the "**Rules**"), and judgment on the award may be entered in any court of competent jurisdiction. The arbitrator shall decide all issues of the case on the basis of the applicable law, not equity. If Distributor initiates arbitration, Distributor must serve Supplier's registered agent for service of process. Any arbitration under the Agreement will take place on an individual basis; class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted. The Parties are each waiving the right to trial by jury. The Parties are further giving up the ability to participate in a class, mass, consolidated or combined action or arbitration.

16.14.2. Any arbitration will take place in London, England and will be determined by a single arbitrator. The language to be used in the arbitral proceeding shall be English. Any filing fee or administrative fee required of Distributor by the Rules shall be paid by Distributor to the extent such fee does not exceed the amount of the fee required to commence a similar action in a court that otherwise would have jurisdiction. For all non-frivolous complaints, Supplier will pay the amount of such fee in excess of that amount. The arbitrator will allocate the administrative costs and arbitral fees consistent with the applicable rules of the LCIA. Reasonable attorney's fees and expenses will be allocated or awarded only to the extent such allocation or award is available under applicable law. All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for a court to decide. This agreement to arbitrate shall survive termination of this Agreement.

16.14.3. Notwithstanding anything to the contrary in the Rules, if any part of this arbitration provision is deemed invalid or ineffective for any reason, this shall not affect the validity or enforceability of the remainder of this arbitration provision, and the arbitrator shall have the authority to amend any provisions deemed invalid or ineffective to make the same valid and enforceable.

16.14.4. The Parties acknowledge and agree that pursuant to this Agreement:

– THE PARTIES AGREE THAT THEY ARE WAIVING THE RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST DISTRIBUTOR, SUPPLIER OR RELATED THIRD PARTIES;

– THE PARTIES AGREE THAT THEY ARE WAIVING THE RIGHT TO HAVE A COURT, OTHER THAN A STATE COURT OF LIMITED

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JURISDICTION AS DEFINED ABOVE, RESOLVE ANY DISPUTE ALLEGED AGAINST DISTRIBUTOR, SUPPLIER OR RELATED THIRD PARTIES, EXCEPT FOR EQUITABLE REMEDIES;

– THE PARTIES AGREE THAT THEY ARE WAIVING THE RIGHT TO HAVE A COURT REVIEW ANY DECISION OR AWARD OF AN ARBITRATOR, WHETHER INTERIM OR FINAL; AND

– THE PARTIES AGREE THAT THEY ARE WAIVING THE RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, JOIN AS A CLASS MEMBER, AND/OR TO PARTICIPATE AS A MEMBER OF ANY CLASS, MASS, CONSOLIDATED OR COMBINED ACTION OR ARBITRATION FILED AGAINST DISTRIBUTOR, SUPPLIER AND/ OR RELATED THIRD PARTIES.

16.14.5. The arbitrator may award money or equitable relief in favour of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless a brief explanation of the reasons is requested by one of the parties. Unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

16.14.6. Notwithstanding anything to the contrary in the Rules, the Parties agree that the filing of arbitration, the arbitration proceeding, any documents exchanged or produced during the arbitration proceeding, any briefs or other documents prepared for the arbitration, and the arbitral award shall be considered Confidential Information and shall not be disclosed to any other party, except to the extent necessary to enforce this arbitration provision, arbitral award or other rights of the parties, or as required by law or court order. This confidentiality provision does not foreclose the LCIA from reporting certain consumer arbitration case information as required by English law.

16.15. Interpretation. In interpreting this Agreement:

16.15.1. "Section", "schedule" and "paragraph" headings shall not affect the interpretation of this Agreement.

16.15.2. The "**Schedules**" form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

16.15.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

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16.15.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

16.15.5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, whether before or after the date of this Agreement, and in the case of a reference to a statute is also to all subordinate legislation made under that statute whether before or after the date of this Agreement.

16.15.6. Unless otherwise expressly stated, a reference to "**writing**" or "**written**" includes facsimile but not e-mail.

16.16. The *ejusdem generis* principle of construction shall not apply to this Agreement. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

DISTRIBUTOR:	**SUPPLIER:**
SUMINISTROS CLINICO ISLA SAS	**OXFORD NANOPORE TECHNOLOGIES, ~~LTD~~. plc**
By: _____	By: _____
Name: Leonildo Torres Martinez	Name: James Willcocks
Title: General Manager	Title: Directo

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