

Terms and Conditions of Sales and Services

Thank you for your interest in AGCT Genomics products and services. The Terms and Conditions of Sale below apply to your purchase of AGCT Genomics products and services. If you have any questions about our quotation or ordering process, please contact us at support@agctgenomics.com or for any legal affairs please contact us at legal@agctgenomics.com.

1. DEFINITIONS AND RELATED MATTERS

1.1 "Product" means each item, including any AGCT Genomics Instrument, Licensed Software and/or AGCT Genomics Consumable, listed in the applicable written sales quotation issued by AGCT Genomics ("Quotation") or, in the event a Quotation is not issued, listed in AGCT Genomics's then-current price list applicable to Buyer's jurisdiction, and identified in Buyer's purchase order.

1.2 "AGCT Genomics Instrument" means a AGCT Genomics-branded instrument.

1.3 "AGCT Genomics Consumables" means AGCT Genomics-branded reagent kits, and lab ware intended by AGCT Genomics for use with AGCT Genomics Instruments.

1.4 "Licensed Software" means the (i) AGCT Genomics Instrument operating system software and firmware, including AGCT Genomics Instrument control, data collection and the AGCT Genomics Instrument's touch screen user interface ("O/S Software"), (ii) AGCT Genomics primary analysis software, including signal processing, base calling and quality assessment functions ("Primary Analysis Software").

1.5 "Documentation" means the user documentation accompanying, or provided by AGCT Genomics regarding or for use in connection with, a Product or related service.

2. TERMS, CONDITIONS AND ORDERS

2.1 Terms and Conditions: These terms and conditions of sale ("Terms") along with any Quotation(s) issued by AGCT Genomics (Private) Limited, LHR, PK. or its subsidiary identified on the Quotation(s) ("AGCT Genomics") and any applicable licenses, notices, terms, conditions or use restrictions referred to in Section 3.1 below, together with any addenda to any of the foregoing provided by AGCT Genomics, any other terms and conditions expressly agreed to in writing by an authorized AGCT Genomics representative expressly referencing these Terms, and Buyer's statement on its purchase order (if accepted by AGCT Genomics) of the name and identity of the Product(s) and/or related services purchased, quantity, bill to and ship to address, and, if accurate, price (and only such information on Buyer's purchase order), shall govern the sale and license of any Product(s) (except for Licensed Software, which is only licensed, never sold) by AGCT Genomics to the purchaser ("Buyer"), and shall constitute the complete, exclusive and entire agreement ("Agreement") between AGCT Genomics and Buyer with respect to purchase and/or license of the Product(s) and any related services from AGCT Genomics. AGCT Genomics's offer to sell products and provide any related services is expressly limited to the terms of this Agreement. In the event of any conflict between the terms of the Quotation and these Terms, the terms of the Quotation shall take precedence. Buyer's submission of a purchase order or other instrument for or regarding the purchase of Product(s) or related services from AGCT Genomics, whether or not in response to a AGCT Genomics quotation, shall be deemed an acceptance of and agreement to the terms of this Agreement to the exclusion of any other terms or conditions contained in and/or referenced by such purchase order or other instrument (except the name and identity of the Product(s) purchased, quantity, bill to and ship to address, and, if accurate, price), which are hereby deemed to be material alterations, and notice of objection to which is hereby given, notwithstanding anything to the contrary contained within such purchase order or other instrument or elsewhere. Any acceptance by AGCT Genomics of any offer of Buyer as provided in any Buyer purchase order or other instrument is expressly conditioned upon Buyer's assent to and acceptance of the terms of this Agreement to the exclusion of any terms or conditions in Buyer's purchase order or other instrument that are in any way inconsistent with the terms of this Agreement.

2.2 Acceptance of Orders.: No purchase order shall be binding upon AGCT Genomics unless and until accepted by AGCT Genomics in writing, and AGCT Genomics shall have no liability or obligation to Buyer with respect to orders that are not accepted. No partial shipment of an order shall constitute the acceptance of the entire order, absent the written acceptance of such entire order. For AGCT Genomics Instrument orders, AGCT Genomics may require Buyer to identify in its purchase order the individual responsible for ensuring that Buyer provides a prepared and available installation site in accordance with AGCT Genomics's site preparation specifications. Any provision in Buyer's Terms (if applicable) permitting Buyer at its convenience to unilaterally change or cancel its purchase order (in whole or part) once accepted by AGCT Genomics shall be void and of no effect.

2.3 Contract Documents & Order of Precedence: Notwithstanding Section 2.1 above, if a purchase order from Buyer that is accepted by AGCT Genomics contains or incorporates by reference any different or additional terms or conditions, and to the extent such different or additional terms or conditions are ultimately deemed part of the contract between Buyer and AGCT Genomics regarding such purchase order (e.g., by express written agreement of the parties, or by application of legal doctrine), then such contract shall consist of the following documents (notwithstanding any provision in such documents to the contrary): (1) the Quotation(s) (if any) issued by AGCT Genomics; (2) the following terms of Buyer's order: name and identity of the Product(s) and/or related services purchased, quantity, bill to and ship to address, and, if accurate, price; (3) these Terms; and (4) any other terms and conditions contained in, or incorporated by reference into, Buyer's order. Any conflict among these documents shall be resolved by giving them priority in the order listed above. Items (2) and (4) are collectively referred to herein as "Buyer's Terms."

3. LIMITED LICENSE; REGULATORY COMPLIANCE

3.1 Limited License: Buyer acknowledges and agrees that the sale by AGCT Genomics, and the purchase and/or use by Buyer, of each Product is subject to all applicable limited licenses, end user license agreements, notices, terms, conditions and/or use restrictions listed (by full text, URL or hyperlink) (i) on any Product packaging, label or insert, (ii) in the Licensed Software or any Documentation, or (iii) on AGCT Genomics's website at <https://www.agctgenomics.com>.

3.2 Regulatory Compliance: Buyer acknowledges that the Products do not have Pakistan's or any other country's Food and Drug Administration ("FDA") or equivalent non-PAK. regulatory agency approval ("Approval"). Accordingly, Buyer acknowledges that the Products are labeled and intended **FOR RESEARCH USE ONLY** and NOT FOR USE IN DIAGNOSTIC PROCEDURES. The Products should be used by qualified professionals in strict accordance with applicable instructions, warnings and other information in user manuals and other Documentation. Unless otherwise expressly stated by AGCT Genomics in writing, no claim or representation is made or intended by AGCT Genomics (i) as to any diagnostic or other clinical use of a Product; (ii) that any Product has any Approval for use in any diagnostic or other clinical procedure, or for any other use requiring compliance with any law, regulation or governmental policy concerning medical devices, laboratory tests or the like (collectively, "Regulatory Laws"); (iii) that any Product will satisfy the requirements of the FDA or any other regulatory agency; or (iv) that any Product or its performance is suitable or has been validated for clinical or diagnostic use, for safety and effectiveness, for any specific use or application, or for importation into Buyer's jurisdiction. Buyer agrees that if it elects to use a Product for a purpose that would subject Buyer, its customers or any Product to the application of Regulatory Laws or any other law, regulation or governmental policy, Buyer shall be solely responsible for obtaining any required Approvals and otherwise ensuring that the importation of the Products into Buyer's jurisdiction and Buyer's use of Products complies with all such laws, regulations and policies. The burden of proof for safe use and handling of Products sold to Buyer is entirely the responsibility of Buyer. For clarity, this Section 3.2 shall not be construed as granting, by implication, estoppel, reliance or otherwise, any right, license or authorization to Buyer.

3.3 Regular compliance for Sequencing and Genetic testing

Any Genetic testing or sequencing services provided by AGCT Genomics is solely the main services of International partners of AGCT Genomics. Any logo or branding used other than the AGCT Genomics for these services are the property/trademark of its respective company/partner of AGCT Genomics. AGCT Genomics will not be responsible for any mislead regarding such services offered through international vendors/partners.

4. PRICES, TAXES AND PAYMENT

4.1 Prices: The price for any Product or related service shall be the applicable price stated in AGCT Genomics's written Quotation to Buyer, or, if no Quotation is issued, in AGCT Genomics's then-current price list applicable to Buyer's jurisdiction, provided that AGCT Genomics's Quotations are only valid for fourteen (14) days from the quotation date unless otherwise stated in the Quotation.

4.2 Taxes; Shipping Charges: Unless otherwise expressly indicated in the Quotation, Buyer's purchase price does not include any PAK. or non-PAK. federal, state, local, sales, VAT, GST or other taxes, duties, or other governmental assessments ("Taxes") that may be applicable to the Products, any related services or the sale thereof, nor does the price include freight and insurance; Buyer will be responsible for any such charges specified on AGCT Genomics's invoice(s). Unless otherwise expressly indicated in the Quotation, Products will be shipped "Freight Prepaid and Added" (i.e., charged back to Buyer on AGCT Genomics's invoice) and any provision to the contrary in Buyer's Terms (if applicable) shall be void and of no effect. All Taxes shall be paid or reimbursed by Buyer (other than taxes on AGCT Genomics's net income), or in lieu thereof, Buyer shall provide AGCT Genomics with a tax exemption certificate acceptable to the applicable taxing authorities. Taxes and other charges payable by Buyer may be billed as separate items on AGCT Genomics's invoice. Buyer shall be solely responsible for any non-Pakistan withholding taxes (e.g., if Buyer is located or incorporated outside the Pakistan) and if withholding taxes apply, Buyer shall gross up the amount payable to ensure post-withholding remittance to AGCT Genomics at the amounts quoted and invoiced by AGCT Genomics.

4.3 Payment: Unless otherwise specifically indicated in the Quotation, AGCT Genomics shall invoice Buyer for a Product and any related services ordered by Buyer upon shipment of the Product, or after acceptance or deemed acceptance by Buyer pursuant to Section 5.2 below in the case of a AGCT Genomics Instrument, or upon AGCT Genomics's acceptance of Buyer's purchase order in the case of a Service Contract, and such invoice shall cover Buyer's purchase price for the Product and/or related services and any freight, insurance, Taxes or other applicable costs initially paid or payable by AGCT Genomics to be ultimately borne by Buyer, and Buyer shall pay all such amounts. Unless otherwise expressly indicated in the Quotation or, in the event a Quotation is not issued, in AGCT Genomics's then-current price list applicable to Buyer's jurisdiction, all invoices shall be issued and payable in U.S. Dollars, and are due and payable thirty (30) days from date of invoice, subject to credit approval. Each delivery shall be considered a separate and independent transaction and payment therefor made accordingly. Amounts outstanding sixty (60) or more days from the date of invoice shall be subject to a service charge of one percent (1.0%) per month (or the maximum allowed by applicable law, if less). (Notwithstanding the foregoing, if Buyer is an agency of the Pakistan Government, payment will be made in accordance with the Government/Company law) Buyer shall pay all of AGCT Genomics's costs and expenses (including reasonable attorneys' fees) to enforce and preserve AGCT Genomics's rights under this section. If Buyer fails to make any payment when due or if AGCT Genomics deems Buyer to be or to have become un-creditworthy, then, without prejudice to AGCT Genomics's rights, AGCT Genomics may, at its option, cancel and/or suspend future deliveries, and/or require prepayment, letter of credit, or other payment method(s) in AGCT Genomics's discretion. The amount of credit may be changed or credit withdrawn by AGCT Genomics at any time. AGCT Genomics may elect to retain title to Products, until AGCT Genomics receives payment in full, and where title retention is not fully valid or enforceable, AGCT Genomics may elect to retain a security interest in Products sold to Buyer to secure Buyer's payment obligations to AGCT Genomics, and Buyer will execute any documents necessary to create and perfect this interest.

5. DELIVERY AND ACCEPTANCE OF PRODUCTS

5.1 Delivery: Unless otherwise expressly indicated in the Quotation, all deliveries to destinations within the United States are F.O.B. shipping point, and all deliveries to destinations outside the U.S. are FCA Origin (ICC Incoterms 2010) AGCT Genomics's shipping dock. Without limiting the generality of AGCT Genomics's rejection of Buyer's conflicting terms, any provision to the contrary in Buyer's Terms (if applicable) shall be void and of no effect. AGCT Genomics's title (except for Licensed Software, which is only licensed, never sold), and all risk of loss, passes to Buyer, and AGCT Genomics's liability as to delivery ceases, upon delivery of the Products at the F.O.B./FCA point. Unless specific shipping instructions have been agreed between AGCT Genomics and Buyer, AGCT Genomics will ship in accordance with its standard practices. Any provision in Buyer's Terms (if applicable) indicating that time is "of the essence" (or other terms of similar import) for delivery or other performance by AGCT Genomics shall be void and of no effect. Delivery of Products shall be in accordance with AGCT Genomics's then applicable manufacturing schedule and based upon a priority of 'first order accepted, first order shipped' basis. Notwithstanding the foregoing, AGCT Genomics, in its sole discretion, may reprioritize scheduling of any delivery or deliveries of any orders accepted by AGCT Genomics. AGCT Genomics may also, in its sole discretion, postpone delivery of a AGCT Genomics Instrument due to Buyer's failure to provide a prepared and available installation site in accordance with AGCT Genomics's site preparation specifications or other factors within Buyer's reasonable control. For multiple unit and/or multiple Product orders AGCT Genomics may make delivery in installments, and each installment shall be deemed to be a separate sale. AGCT Genomics may issue a separate invoice for each installment, which invoice shall be paid without regard to prior or subsequent installments. Buyer must notify AGCT Genomics of any damaged or missing Products within fifteen (15) days after receipt. Products rejected by Buyer will be held by Buyer and may be returned only upon AGCT Genomics's written authorization. AGCT Genomics shall be entitled to repair or replace damaged/missing Products. These are Buyer's sole and exclusive remedies for rejected Products.

5.2 AGCT Genomics Instrument Inspection and Installation: Without limiting the preceding section, Buyer shall promptly uncrate and visually inspect any AGCT Genomics Instrument upon receipt and notify AGCT Genomics in writing of any damage to the AGCT Genomics Instrument or missing parts that Buyer notes. Buyer shall ensure that a AGCT Genomics representative is present and is permitted to supervise the uncrating and inspection of the AGCT Genomics Instrument. If Buyer fails to comply with this section, Buyer shall be deemed to have waived its rights to claim incorrect or incomplete delivery or packaging and any related warranty rights. If AGCT Genomics has agreed to install the AGCT Genomics Instrument, it is Buyer's responsibility, at Buyer's cost, to have the installation site prepared and available for installation (including proper configuration of Buyer's computer network to which the AGCT Genomics Instrument will be attached) in accordance with AGCT Genomics's site preparation specifications and free of hazardous or unsafe conditions and, unless otherwise agreed, to move the AGCT Genomics Instrument from Buyer's delivery dock or receiving location to the place of installation. Buyer shall have appropriate Buyer personnel present at any such installation. Buyer shall not assign AGCT Genomics personnel to work in biosafety level 3 or level 4 laboratories without prior written notice to AGCT Genomics and AGCT Genomics's prior written consent. Without limiting the foregoing obligations of Buyer, if AGCT Genomics has agreed to install the AGCT Genomics Instrument and Buyer fails to properly configure Buyer's computer network to which the AGCT Genomics Instrument will be attached in accordance with AGCT Genomics's site preparation specifications by the scheduled installation date, then AGCT Genomics may, at its option, elect to complete the installation procedure without connecting the AGCT Genomics Instrument to Buyer's computer network. Buyer shall be

deemed to have irrevocably accepted any AGCT Genomics Instrument upon the earlier of (i) payment, without reservation, of any amounts with respect to the AGCT Genomics Instrument; (ii) ten (10) days after Buyer's receipt of AGCT Genomics's report evidencing successful installation of the AGCT Genomics Instrument, if AGCT Genomics has agreed to install the AGCT Genomics Instrument and provides such report to Buyer; (iii) Buyer's use of the AGCT Genomics Instrument; or (iv) within thirty (30) days after delivery of the AGCT Genomics Instrument if AGCT Genomics has agreed to install the AGCT Genomics Instrument and is unable to perform installation due to Buyer's failure to provide a prepared and available installation site (including proper configuration of Buyer's computer network to which the AGCT Genomics Instrument will be attached) in accordance with AGCT Genomics's site preparation specifications or other factors within Buyer's reasonable control.

6. LIMITED WARRANTY. Buyer acknowledges and agrees that, by issuing a purchase order or otherwise ordering the Product(s) and/or related services, Buyer agrees (to the exclusion of any contrary terms or conditions in Buyer's Terms, if applicable) that AGCT Genomics makes only such warranty with respect to each such Product or service as is expressly identified as a "warranty" and listed at <https://www.agctgenomics.com>.

7. AGCT GENOMICS INSTRUMENT SUPPORT; LIMITED SERVICE WARRANTY

7.1 Service and Maintenance: During the Warranty Period for AGCT Genomics instruments purchased by Buyer from AGCT Genomics hereunder, AGCT Genomics will provide its standard level of service and maintenance for such AGCT Genomics Instrument (equivalent to AGCT Genomics's "Standard" level Service Contract) at no additional charge to Buyer. After the Warranty Period, AGCT Genomics may offer to provide extended service and maintenance for such AGCT Genomics Instrument pursuant to separate written service contracts that may be purchased by Buyer from AGCT Genomics. Extended service and maintenance for any third party computing system must be obtained by Buyer directly from the original manufacturer.

7.2 Service Contracts: If Buyer has purchased a separate written service contract from AGCT Genomics for a AGCT Genomics Instrument (a "Service Contract"), the Quotation and the applicable, then-current Documentation for such Service Contract describe its level and features, including (as applicable) minimum response times and the number of preventative maintenance visits per year. During the Service Contract term, AGCT Genomics or its designee will provide the services described in the Service Contract (the "Covered Services"). Maintenance, repairs and replacements may be accomplished under the Service Contract with reconditioned or refurbished Products, parts or subassemblies. Any updates or upgrades to the Licensed Software, when delivered, shall become part of the Licensed Software and shall be subject to the same end user license agreement(s), notices, terms, conditions and use restrictions unless otherwise expressly stated in writing by AGCT Genomics. Covered Services exclude hardware upgrades for feature enhancements. Service Contracts may not be transferred or assigned without AGCT Genomics's prior written consent.

7.3 Remote Support.: Certain Service Contract levels and/or features require the use of AGCT Genomics's RS Insight or Sequel Insight (as applicable) service feature, which includes remote communication software that allows a AGCT Genomics authorized agent to remotely communicate with the AGCT Genomics RS/RSII or Sequel sequencing instrument purchased by Buyer through user-controlled, customizable permission settings. The RS/Sequel Insight service feature is used by AGCT Genomics for diagnostics, maintenance and repair of the AGCT Genomics RS/RSII or Sequel instrument hardware and software components, and may allow for faster response times if Buyer purchases a Service Contract that includes the RS/Sequel Insight service feature and abides by the configuration requirements specified by AGCT Genomics. If Buyer purchases a Service Contract with the RS/Sequel Insight service feature and elects to also utilize the optional policy server software, Buyer agrees to configure the policy server software to enable AGCT Genomics to provide the Covered Services as specified in the Service Contract. Buyer acknowledges that any faster response times will be honored by AGCT Genomics only if proper internet connectivity has been established by Buyer and the software included with the RS/Sequel Insight service feature (including the policy server software, if applicable) is configured to, and Buyer actually does, permit AGCT Genomics throughout the term of the Service Contract (with at least the frequency, if any, specified by AGCT Genomics for each such activity) to (i) establish SSH sessions for the transfer of instrument performance data files to AGCT Genomics, (ii) retrieve instrument environmental data values, (iii) utilize event and alarm functionality, and (iv) effect remote software updates and software file transfers.

7.4 Service Limitations.: Buyer agrees to follow the operation procedures published by AGCT Genomics, including procedures for routine maintenance. AGCT Genomics shall have no obligation to provide any service or parts required as a result of (i) failure of Buyer to maintain a software release level within one major release of the most current O/S Software release made available by AGCT Genomics to Buyer at no additional charge, (ii) improper or abnormal use, abuse, neglect, negligence, accident, including without limitation failure to properly perform routine maintenance and maintain the AGCT Genomics Instrument site in accordance with AGCT Genomics's site requirements or the use of the AGCT Genomics Instrument with any non-AGCT Genomics product (except as may be specifically recommended, with respect to standard laboratory reagents, tools and equipment ancillary to use of the Product, in the then-current Documentation for that Product); (iii) repairs, alterations, disassembly, reassembly or removal from Buyer's facility by persons other than AGCT Genomics or its designee, other than repair or replacement of a third-party good by an authorized service provider; or (iv) externally caused short circuits, incorrect voltages, failure or fluctuation of electrical power, lightning, static or other improper external inputs, or Force Majeure. Buyer shall reimburse AGCT Genomics at AGCT Genomics's then-current service call fees, including all labor, parts and travel charges, for all work of AGCT

Genomics or its designee incurred in investigating or remedying any damage or malfunction that AGCT Genomics reasonably determines to not be part of the Covered Services.

7.5 Non-Covered Equipment: Any and all instruments, software and other products, and any parts or subassemblies of the foregoing, that are not provided by AGCT Genomics or its designee, as well as any external uninterruptible power supply (UPS), shall be deemed "Non-Covered Equipment." AGCT Genomics shall have no obligation to provide Covered Services for Non-Covered Equipment; moreover, and notwithstanding anything herein to the contrary, AGCT Genomics shall have no obligation to provide Covered Services in connection with any AGCT Genomics Instrument, part or subassembly: (i) that has been substantially altered (other than by AGCT Genomics or its designee), including any alteration or removal of any serial numbers or other identifying markings; (ii) that does not incorporate all of AGCT Genomics's engineering improvements and other fixes that AGCT Genomics requests Buyer to implement; (iii) that incorporates Non-Covered Equipment or has Non-Covered Equipment attached; (iv) that has been operated in conditions outside of AGCT Genomics's environmental or electrical site specifications, as defined in the applicable, then-current Documentation; (v) that has been operated in hazardous environments or used to analyze hazardous materials that may cause residual contamination; or (vi) that has been repaired or maintained by anyone other than AGCT Genomics or its designee, except such routine maintenance as set forth in the applicable, then-current Documentation. AGCT Genomics Instruments that are no longer offered for sale by AGCT Genomics ("Obsoleted Items") will be maintained and repaired on a reasonable efforts basis by AGCT Genomics while covered by a Service Contract. If AGCT Genomics determines in its discretion that support, service or maintenance of such Obsoleted Items is no longer reasonable, AGCT Genomics shall notify Buyer of such determination and such Obsoleted Item shall be deemed Non-Covered Equipment.

7.6 Billable Services: All services performed by AGCT Genomics or its designee on Buyer's Non-Covered Equipment or which are not Covered Services shall be billable to Buyer at AGCT Genomics's then-current service call fees, including all labor, parts and travel charges.

7.7 Access and Service Safety: Buyer will provide AGCT Genomics and its designees reasonable and safe access to all AGCT Genomics Instruments for the provision of any services and for any audit of compliance with AGCT Genomics's installation and operational guidelines. If environmental or operational contamination creates a hazard for AGCT Genomics personnel, AGCT Genomics may instead elect to supervise Buyer's performance of service procedures. Buyer is responsible for proper disposal of all contaminated material and of contaminated parts and subassemblies that, in AGCT Genomics's discretion, cannot be safely returned to AGCT Genomics. Any services that AGCT Genomics or its designee may provide in connection with the activities contemplated by this paragraph shall be deemed to not be Covered Services, and Buyer shall reimburse AGCT Genomics at AGCT Genomics's then-current service call fees, including all labor, parts and travel charges, for all such work of AGCT Genomics or its designee.

7.8 AGCT Genomics Instrument Relocation: If any AGCT Genomics Instrument is moved from its installation position, AGCT Genomics may, at its discretion, determine that such AGCT Genomics Instrument has been relocated (a "Relocation"). Relocation of AGCT Genomics Instruments may result in service charges as follows: (i) Approved Relocation. Relocation of AGCT Genomics Instruments by AGCT Genomics or its designees is permitted. AGCT Genomics Instruments may be moved with the assistance of AGCT Genomics at AGCT Genomics's service call fees, including all labor, parts and travel charges. With prior written approval of AGCT Genomics, Buyer may move specified AGCT Genomics Instruments without incurring any charges. Buyer will contact AGCT Genomics prior to moving any AGCT Genomics Instrument. (b) Unapproved Relocation. Any service contract or warranty covering a AGCT Genomics Instrument shall be rendered void and unenforceable by Relocation of such AGCT Genomics Instrument without the prior written approval of AGCT Genomics. At the discretion of AGCT Genomics, upon completion of a maintenance inspection and service at AGCT Genomics's then-current service call fees, including all labor, parts and travel charges, the subject service contract or warranty may be reinstated. (c) New Site Location. Relocation of AGCT Genomics Instruments may result in additional service charges and modification of response times, as determined by AGCT Genomics.

7.9 Ownership: All replaced parts removed from the AGCT Genomics Instrument in connection with any services provided by AGCT Genomics or its designee shall become the property of AGCT Genomics upon their replacement. All intellectual property rights arising from any modifications made or provided by AGCT Genomics or its designee, whether alone or with any contribution from Buyer or its employees, agents, contractors or collaborators, to the AGCT Genomics Instrument shall be owned exclusively by AGCT Genomics. To the extent Buyer or its employees, agents, contractors or collaborators may acquire any right or interest therein by operation of law, Buyer hereby irrevocably assigns all such rights and interests exclusively to AGCT Genomics. Buyer shall maintain and enforce agreements and policies with its employees, agents, contractors and collaborators sufficient to give effect to the provisions of this section.

7.10 Limited Service Warranty: AGCT Genomics warrants that it will render the Covered Services in a professional and workmanlike manner. As AGCT Genomics's sole responsibility and Buyer's exclusive remedy in the event of any material failure to meet such standard, AGCT Genomics shall make a commercially reasonable effort to remedy any resulting discrepancies. Any claim based on the foregoing warranty must be submitted in writing in accordance with AGCT Genomics's standard procedures within thirty (30) days after delivery or the date of performance of the pertinent services at issue.

7.11 Term and Termination: The term of a Service Contract shall commence on the date AGCT Genomics receives an authorized purchase order from Buyer, and continue as specified in the applicable Quotation describing the Service Contract or, if no such term is specified, the term shall be one year. Service Contracts shall not be automatically renewed. If Buyer wishes to obtain Covered Services for a AGCT Genomics Instrument beyond the term of the Service Contract or for additional AGCT Genomics Instruments, Buyer must submit a new order. AGCT Genomics may terminate a Service Contract immediately by giving written notice of termination to Buyer upon the occurrence of any of the following events: (i) Buyer defaults in the performance of any material requirement or obligation created by the Service Contract or any other agreement between AGCT Genomics and Buyer; (ii) Buyer fails to make any payment to AGCT Genomics within (30) days of its due date; (iii) Buyer ceases doing business; (iv) Buyer becomes the subject of any bankruptcy, insolvency, or similar proceeding, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay its debts when due, a receiver is appointed for a substantial part of Buyer's assets, or an action is taken toward the liquidation or winding up of Buyer's business; or (v) Buyer suffers a materially adverse change in its financial condition or operations. No termination of a Service Contract shall release Buyer from any obligation to pay AGCT Genomics any amount that has accrued or become payable at or prior to the date of termination. In no event (including early termination) shall AGCT Genomics be obligated to return any payments received by AGCT Genomics under a Service Contract.

8. WARRANTY DISCLAIMERS

8.1 Disclaimer; No Other Warranties: THE EXPRESS WARRANTIES AND THE REMEDIES SET FORTH AT <https://www.agctgenomics.com> OR IN SECTION 7.10 ABOVE, AS APPLICABLE, ARE IN LIEU OF, AND AGCT GENOMICS HEREBY DISCLAIMS, ALL OTHER REMEDIES AND WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT OR SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS), IN EACH CASE HOWEVER ARISING, INCLUDING WITHOUT LIMITATION FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, OR OTHERWISE. IN NO EVENT SHALL AGCT GENOMICS BE LIABLE FOR COSTS OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES FOR BREACH OF WARRANTY. ANY PRODUCT OR SERVICE PROVIDED WITHOUT A WRITTEN WARRANTY FROM AGCT GENOMICS IS PROVIDED "AS IS" WITHOUT (AND AGCT GENOMICS HEREBY DISCLAIMS) ANY WARRANTY, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE. Without limiting the generality of AGCT Genomics's general rejection of conflicting terms presented by Buyer, and for clarification purposes only, Buyer agrees that any different or additional warranty terms stated in Buyer's Terms (if applicable) shall be void and of no effect.

8.2 Third Party Disclaimers: Notwithstanding any provision to the contrary herein, and unless otherwise expressly indicated in the Quotation or Documentation, none of AGCT Genomics's suppliers or licensors of any Product or other item provided by AGCT Genomics, or any portion thereof (under this Agreement or otherwise) (each, a "Supplier") provides ANY WARRANTY WHATSOEVER, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE TO BUYER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE DISCLAIMED. EXCEPT AS OTHERWISE EXPRESSLY INDICATED IN THE QUOTATION OR DOCUMENTATION, IN NO EVENT SHALL ANY SUPPLIER BE LIABLE TO BUYER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, DIRECT, INDIRECT OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR SALE OF THE PRODUCTS.

9. LIMITATION OF LIABILITY: AGCT GENOMICS'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR SALE OF THE PRODUCTS OR PROVISION OF SERVICES SHALL BE LIMITED TO THE AMOUNT PAID BY THE BUYER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE LIABILITY, AND IN NO EVENT SHALL AGCT GENOMICS'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR SALE OF THE PRODUCTS AND SERVICES EXCEED THE TOTAL AMOUNTS RECEIVED BY AGCT GENOMICS FROM BUYER UNDER THIS AGREEMENT. IN NO EVENT SHALL AGCT GENOMICS BE LIABLE FOR COSTS OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, WARRANTY, PURSUANT TO ANY STATUTE, OR ON ANY OTHER BASIS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR SALE OF THE PRODUCTS OR SERVICES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT AGCT GENOMICS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, OR DOWNTIME, OR FOR LOSS OF REVENUE OR PROFITS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. INDEMNITY AND INSURANCE

10.1 Indemnification of Buyer: Subject to Sections 10.2 and 10.3 below, AGCT Genomics agrees to defend Buyer against any third party claim, proceeding or action ("Claim") to the extent the Claim alleges that any Product sold to Buyer hereunder, as delivered to Buyer by AGCT Genomics, directly infringes any patent, copyright, or other intellectual property right. AGCT Genomics will pay all damages awarded, and settlements approved in writing by an authorized representative of AGCT Genomics, in connection therewith, provided that (i) Buyer provides to AGCT Genomics written notice of the Claim within thirty (30) days of receipt by Buyer of such Claim, or such earlier time as required to avoid

prejudice to AGCT Genomics or its ability to defend such Claim, (ii) Buyer allows AGCT Genomics to control the defense and settlement of the Claim, and (iii) Buyer provides to AGCT Genomics reasonable assistance in connection therewith, at no charge to AGCT Genomics. Buyer may employ counsel at its own expense to assist it with respect to any such Claim, provided that this shall not obligate AGCT Genomics or its counsel to consult with or advise such Buyer counsel, nor affect AGCT Genomics's control of the defense and settlement of the Claim.

10.2 Exceptions: AGCT Genomics shall have no liability or obligation pursuant to this Section 10 with respect to Claims resulting from (i) modification of the Product other than by AGCT Genomics or its authorized service provider; (ii) combination of the Product with any item or method not supplied or specifically recommended in writing by AGCT Genomics, (iii) use of the Product other than in accordance with the Documentation and this Agreement (including without limitation use for diagnostic or other non-research uses), or (iv) compliance with Buyer's instructions, specifications or design to the extent such instructions, specifications or design materially differ from comparable Products that AGCT Genomics makes generally available to its customers (collectively, (i)-(iv), "Excluded Causes").

10.3 Remedy: In the event there is a Claim, or AGCT Genomics believes a Claim is likely, alleging intellectual property infringement with respect to any Product sold to Buyer hereunder, AGCT Genomics shall be entitled, without obligation to do so, at its option and expense, to (i) modify the Product so that it is no longer infringing, (ii) obtain a license with respect to the applicable intellectual property rights, or (iii) accept the return of each such Product purchased by Buyer hereunder (except for contaminated Products that, in AGCT Genomics's discretion, cannot be safely returned to AGCT Genomics) and in Buyer's possession and control, and provide to Buyer a refund of the price paid by Buyer to AGCT Genomics therefor, subject to reasonable deductions for damage and amortized on a straight line basis over five (5) years from original delivery to Buyer. AGCT Genomics will have no liability or obligation with respect to any alleged infringement occurring after the date AGCT Genomics makes any such remedy available to Buyer.

10.4 Exclusive Obligation: Notwithstanding any other provision, the foregoing Sections 10.1-10.3 state AGCT Genomics's sole liability and obligation, and Buyer's exclusive remedy, arising out of any actual or alleged intellectual property infringement of any kind, or any actual or alleged breach of any representation or warranty (statutory, express or implied) regarding noninfringement, anywhere in the world. To the extent Buyer's Terms (if applicable) include any terms different from, or in addition to, those set forth above regarding indemnification by AGCT Genomics for intellectual property infringement claims, then such additional or different indemnity terms shall be void and of no effect. To the extent Buyer's Terms (if applicable) include any terms regarding any other type of indemnification by AGCT Genomics, then such other indemnity terms shall be void and of no effect.

10.5 Indemnification of AGCT Genomics: Buyer agrees to defend AGCT Genomics against any Claim (i) to the extent the Claim alleges infringement of any patent, copyright, or other intellectual property right as a result of any Excluded Cause, or (ii) that arises in connection with Buyer's use of Products (a) for any clinical purpose or application, (b) in violation of any applicable law or regulation, or (c) in the provision of services under any 'fee for service' agreement or other arrangement. Buyer will pay all damages awarded, and settlements approved by Buyer, in connection therewith, provided that (i) AGCT Genomics provides to Buyer written notice of the Claim within thirty (30) days of receipt by AGCT Genomics of such Claim, or such earlier time as required to avoid prejudice to Buyer or its ability to defend such Claim, (ii) AGCT Genomics allows Buyer to control the defense and settlement of the Claim, and (iii) AGCT Genomics provides to Buyer reasonable assistance in connection therewith, at no charge to Buyer. AGCT Genomics may employ counsel at its own expense to assist it with respect to any such Claim, provided that this shall not obligate Buyer or its counsel to consult with or advise such AGCT Genomics counsel, nor affect Buyer's control of the defense and settlement of the Claim. If Buyer is a PAK. Federal or provincial, city, town or other municipality, or a public university, college or other not-for-profit institution chartered under the laws of a PAK federal or provincial, this section shall apply to the maximum extent permitted by applicable law. This section shall not apply if Buyer is an agency of the PAK. Government; in such case, Buyer's liability shall be limited by the respective Federal Laws.

10.6 Insurance: AGCT Genomics does not provide any Insurance for its products or services unless asked by the Buyer/Customer/Client or Patients for Genetic testing.

11. BUYER IMPROVEMENT PATENTS: Buyer agrees to make available to AGCT Genomics, under commercially reasonable and non-discriminatory pricing and terms, a nonexclusive license to Product Improvement Patents. For this purpose, "Product Improvement Patents" means all patent rights (including similar rights like utility models) on inventions conceived or reduced to practice by or for Buyer that arise out of the use of Products and which relate to (a) use, development, design, manufacturing, layout or packaging of any Products, and/or the use of Products with AGCT Genomics Consumables or other chips and/or reagents; (b) interfaces between any Products and other devices, such as optical/detection systems, and robotics for use in connection with any Products; or (c) automated analysis techniques (e.g., computers, software) relating to the extraction of data from any Products and storing such data, for example, in a computer file or other storage media (such inventions, "Product Improvement Inventions"). Product Improvement Inventions shall not include data resulting from using Products (e.g., results of assays or sequencing using Products) or discoveries derived from such data (except to the extent covered by (a), (b) or (c) above). For purposes of this section, the term "Buyer" shall include all persons that Buyer permits to use the Products, irrespective of being legal employees of Buyer, and Buyer shall have the necessary agreements in effect with all such users and their employers to enable Buyer to comply with this section.

12. MISCELLANEOUS

12.1 Notices: All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by first class mail (registered or certified if available; air mail if overseas), postage prepaid, or otherwise delivered by hand, commercial courier service, messenger or telecopy, addressed to the addresses listed in the Quotation (or to Buyer's address listed in its purchase order) or at such other address furnished with a notice in the manner set forth herein. Such notices shall be deemed to have been effective when delivered or, if delivery is not accomplished by reason of some fault or refusal of the addressee, when tendered (which tender, in the case of mail, shall be deemed to have occurred upon posting, and in the case of telecopy (fax), shall be deemed to have occurred upon transmission). All notices shall be in English.

12.2 Governing Law and Venue: This Agreement and any disputes arising out of or relating to this Agreement (including its formation or termination) or AGCT Genomics's goods, software or related services ("Disputes") shall be governed by and interpreted in accordance with the laws of the Pakistan., (provided, however, that if Buyer is a PAK Federal or Provincial city, town or other municipality, or a public university, college or other not-for-profit institution chartered under the laws of a Pakistan, the law of such state shall govern), excluding in all cases choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. If Buyer is located within the Pakistan., any Disputes may be brought in the state courts located in Lahore and each party consents to the personal and non-exclusive jurisdiction and venue of these courts. If Buyer is located outside the Pakistan., any Disputes shall be resolved by final and binding arbitration under the rules and auspices of the International Centre for Dispute Resolution in Lahore, Pakistan in English language proceedings whereby either party can request a written opinion from the arbitrator(s) appointed in accordance with the rules, which shall award legal fees (including reasonable attorneys' fees) to the party winning the proceedings, provided however, that either party may seek injunctive relief (including preliminary and permanent injunctive relief) before any court of competent jurisdiction. Any specification in Buyer's Terms (if applicable) of a different legal forum or venue for resolution of disputes between the parties shall be deemed non-exclusive, notwithstanding any provision in Buyer's Terms to the contrary. This section shall not apply if Buyer is an agency of the Pakistan. Government.

12.3 Purchases for the Pakistan. Government: If Buyer is placing an Order for the Pakistan Government or in support of a contract with the PAK. Government, Buyer agrees that the Products purchased are "commercial items" as defined in the Pakistan Acquisition Regulations ("FAR"). If Buyer is placing this Order in the name of the Pakistan. Government and the Order is less than or equal to 5 Lac, then Buyer agrees that only these Terms shall apply to the Order. If the Order is greater than 5 Lac, then Buyer agrees that the Order is subject to Governmental purchasing laws.

12.4 Inspections; Access to Records: To the extent Buyer's Terms (if applicable) permit the inspection by or on behalf of Buyer of the Product(s) or AGCT Genomics's work and activities pursuant to Buyer's purchase order, or the examination or audit of AGCT Genomics's books and records, any such inspection, examination or audit shall be conducted at Buyer's sole expense by an independent auditor from a reputable public accounting firm duly authorized by Buyer, under reasonable obligations of confidentiality, and only during AGCT Genomics's normal business hours.

12.5 Export Controls: Buyer agrees that it will not export or transfer Product for re-export in violation of any Pakistan laws or the laws of any other jurisdiction, or to any denied or prohibited person, entity, or embargoed country in violation of such laws.

12.6 Severability: If any section, paragraph, provision or clause or any portion thereof in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

12.7 Force Majeure: Except for the payment of money, neither party shall be liable to the other party for any failure or delay in the performance of any of its obligations under this Agreement for the period and to the extent such failure or delay is caused by civil unrest, threat of or actual acts of terrorism or war, embargoes, governmental actions, acts of God, earthquakes, floods, storms, fires, supplier delay, accidents, explosions, epidemics, quarantine restrictions, or other such contingencies beyond the reasonable control of the applicable party ("Force Majeure"). The party affected shall notify the other party as soon as practicable of any anticipated delay due to Force Majeure.

12.8 No Third-Party Beneficiaries: This Agreement has been made and is made solely for the benefit of AGCT Genomics and Buyer and their respective permitted subsidiaries, successors and assigns. Except as set forth in Section 8.2 (with respect to Suppliers), nothing in this Agreement is intended to (i) confer any rights or remedies under or by reason of this Agreement on any persons or entity other than the parties to this Agreement and their respective permitted successors and assigns; or (ii) relieve or discharge the obligation or liability of any third persons or entities to any party to this Agreement.

12.9 General: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The English language shall govern the meaning and interpretation of this Agreement. This Agreement (including without limitation all exhibits hereto and all attachments thereto, which are incorporated herein by this reference as though fully set forth in the body of this Agreement) embodies

the final and complete understanding of the parties with respect to the subject matter hereof, superseding all prior oral or written communications between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. Each party acknowledges that it has not entered into this Agreement in reliance on any statement or representation not expressly set out herein. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement.

Please visit www.agctgenomics.com for more information. For any questions/information/dispute/legal affairs please email us at legal@agctgenomics.com