

Company Address: 2921 Stockton Blvd. Suite 1810, Sacramento CA 95817

Quote No.: NVUS2026012934

Phone: 916-252-0068

Date Issued: 2026-01-29

Fax: 916-252-0068

Validity: (30 days) 2026-02-28

Novogene Representative: Stephanie Bierly

Payment Terms: Net 30 days

Representative email: stephanie.bierly@novogeneusa.com

Novogene Technical Support: Asha Palat

TS email: asha.palat@novogeneusa.com

Purchase Order Receiving Email: purchaseorders@novogeneusa.com

CUSTOMER INFORMATION	
Institution	(UL) University of Louisville
Shipping Address	University of Louisville School of Dentistry 501 S Preston St. Room 344 Jasmer Lab Louisville KY 40202 United States
Customer Name	Kimberly Jasmer
Phone Number	5028521843
Email Address	kimberly.jasmer@louisville.edu

No	Product Name	Description	UNIT PRICE	Currency	QTY	Total price
1	Prokaryotic mRNA-seq (WOBI)	RNA extraction and sample QC	70.00	USD	6	420.00
2		Prokaryotic RNA library preparation	374.50	USD	6	2247.00
3		NovaSeq X Plus Series (PE150) (2 G raw data per sample)				
4		Data quality control				
5		SFTP	0.00	USD	1	0.00
Total:						2667.00
Grand Total						2667.00

1. Overview of Service	
Product Name	Prokaryotic mRNA-seq (WOBI)
Species	Microbial - Haemophilus parainfluenzae
Sample Type	Cell Lines
Sequencing Platform & Strategy	NovaSeq X Plus Series (PE150)

Q30	PE150,Q30≥85%
Data Requirement	2 G of raw data per sample
No. of Sample	6
Data analysis	Data quality control
Turnaround Time	30 working days starting after we receive confirmation of the sample QC report from customer

Remark	6 bacterial cell pellets (Haemophilus parainfluenzae) in Trizol for RNA extraction, QIAseq FastSelect 5S/16S/23S + NEBNext Ultra II directional Library Prep, 2G (6.6 M reads PE150) on NovaSeq, without bioinformatic analysis.
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2. Sample Submission Guidelines(Prokaryotic mRNA-seq (WOBI))

[Novogene Extraction Service Guidelines for Client](#)

3. Bioinformatics Analysis (Prokaryotic mRNA-seq (WOBI)-Data quality control)

Data quality control: filtering reads containing adapter or with low quality

4. Sample Submission

All samples must be delivered to Novogene in accordance to the sample requirements listed above. Please request for the sample submission form and sample submission instructions from the Novogene representative. Samples should be sent to the address below:

ATTN: Novogene Sample Receiving
126 Corporate BLVD
South Plainfield, NJ 07080
Phone: (908)222-0533

To order, please send us your purchase order and obtain the Sample Submission Form from us.

5. Customer Service System (CSS)

Do you know?

The Customer email address shown on this quotation will automatically become the **Project Owner** on the Novogene Customer Service System. On CSS, you can track and manage the project online 24/7. Please note that only the permittee(s) can access the project information on CSS and receive CSS email notifications. You may use the **My Team** menu on CSS to issue an authorization.

6. Terms and Conditions

By signing below, issuing a PO, and/or making a payment, I hereby confirm my agreement with the information and pricing outlined in this quotation. I acknowledge and comprehend the terms and conditions outlined in points 1-52 below. Furthermore, I acknowledge the bioinformatics specifications in the quote, and I understand that any subsequent requests for changes to the bioinformatics requirements may result in additional costs. I agree to be responsible for such incurred charges.

Client Name: _____ Date : _____

Client Signature: _____

NOVOGENE CORPORATION INC
Bank Account Detail
Receiving Bank ABA Number: 322070381
Receiving Bank Swift Code: EWBKUS66
NAME OF BANK: East West Bank
ADDRESS OF BANK: 9300 Flair Drive, 4th Fl. El Monte, CA 91731
BANK ACCOUNT NUMBER: 8088008480
NAME OF ACCOUNT: NOVOGENE CORPORATION INC

General Terms and Conditions v2026.1

Service Provision

1. Subject to the General Terms and Conditions (T&C), Novogene Corporation Inc. will provide client as specified in the "Customer Information" above ("Client") with, and/or access to, the services described in Sections 1,2, and 3 above (the "Services").
2. Novogene Corporation Inc. may subcontract all or any part of the Services to a third-party vendor in the U.S. Novogene Corporation Inc. and its third-party vendors will not perform any part of the Services overseas without obtaining Client's prior consent. Nothing herein shall be construed to create any contractual privity between Client and Novogene Corporation Inc.'s subcontractor or vendors. Novogene Corporation Inc.'s Official Quotations and contracts with its subcontractors or vendors shall not be construed to be a part of this Official Quotation.
3. Client warrants that they are duly authorized to order the Services performed by Novogene Corporation Inc. At the Client's own cost, they shall be responsible for collecting, transporting, and, if applicable, returning the original "Client Materials" necessary for Novogene Corporation Inc. to perform the Services, as agreed upon by both parties. Novogene Corporation Inc. is not liable for any loss, theft, or damage to the samples during the return process. For clarity, it is the Client's responsibility to arrange for the delivery of Client Materials to Novogene Corporation Inc.'s premises. This means that the quotation provided above does not include the shipping and handling cost for transporting Client Materials to Novogene Corporation Inc.'s lab(s). The Client must also ensure they provide Novogene Corporation Inc. with any relevant information associated with the Client Materials that may be necessary for Novogene Corporation Inc.'s performance of the Services, even if such information is not yet in Novogene Corporation Inc.'s possession. While Novogene Corporation Inc. may occasionally offer to cover shipping costs for select services and customers, such payment does not alter the terms of this paragraph. The Client acknowledges that Novogene Corporation Inc. is not responsible for any delays, losses, damages to the Client Materials, or any other issues arising from or related to the shipping process under any circumstances.
4. All Novogene Corporation Inc.'s kits, reagents, hardware, software, standard operating procedures, and analysis pipelines are regularly updated to ensure they remain best-in-class. If you require access to historical versions, please contact us proactively, and we will consider your request on a case-by-case basis. Please note that we may not be able to guarantee the availability of older kits, hardware, software, standard operating procedures, or analysis pipelines. We reserve the right to make these updates without prior notice to clients.
5. If our lab receives any pathogen that is potentially harmful to our employees, that has not been pre-approved and vetted by your Novogene Corporation Inc. project representative; the samples will be destroyed immediately, and your contract terminated, any associated charges will be invoiced.
6. The turnaround time starts when PO or full payment is received by Novogene Corporation Inc., and the client gives confirmation to start library preparation or sequencing after reviewing the sample QC result (note: this condition does not apply to Illumina SWIFT projects, see #7). It excludes the wait time for Novogene Corporation Inc. to get Client responses for information such as bioinformatics form. For a partial or full lane Illumina or Ultima wafer sequencing project, the turnaround time cannot be guaranteed under special circumstances, such as more than 400 sub-libraries pooled together before sending, special library types with increased pooling coefficients, libraries requiring $\geq 10\text{bp}$ index cycles or any non-PE 150 sequencing approach.
7. Novogene Corporation Inc. does not guarantee data output or quality for premade library SWIFT sequencing projects. We rely on client-provided metrics for loading libraries onto the sequencer. Turnaround time begins once the samples are checked into the lab, and customers are notified by email when this process is complete. However, please note that turnaround time may be extended if the client does not follow shipping instructions, the sample does not meet minimum requirements, and/or the client has not provided a 24-hour notice to our team prior to shipping samples. While we strive for optimal performance, unforeseen situations (such as instrument malfunction) may occur. These situations are beyond our control and are not covered by our guarantee. Additionally, we may not set up the run exactly as per the client's initial request; for instance, index reads may be longer than specified. This flexibility allows us to ensure the quickest turnaround while maintaining high-quality results.
8. If all samples in an Express mRNA sequencing project pass Quality Control (QC), they will automatically proceed to library preparation. However, the stated turnaround time may be extended if samples require additional purification, if one or more samples fail QC and the customer does not confirm library preparation within half a working day, or if library re-preparation or additional sequencing is necessary.
9. Please note that samples processed overseas cannot be returned due to governmental regulations.
10. The Service provided is for research purposes only, not for clinical or diagnostic use.

Sample Handling, Requirements, and Quality Control

11. Novogene Corporation Inc. only accepts DNA, RNA, Protein, Metabolites or Premade library samples being sent in 1.5 ml or 2.0 ml flip-cap microcentrifuge tubes. Incorrect tubes (such as 96-well plates or PCR strip tubes) will cause project delays and an additional handling fee.

12. Before sending Client Materials, Client must accurately provide sample information on CSS, avoiding mistakes, ambiguity, and omission of important instructions.
13. Novogene Corporation Inc. does not guarantee the quality or quantity of Novogene Corporation Inc.-extracted Client Materials due to various external variables beyond Novogene Corporation Inc.'s control, including factors such as the timing of sample collection, sample storage conditions, and the choice of buffers used, among others. All samples that undergo extraction by Novogene Corporation Inc. will incur charges, irrespective of their quality status (Pass, Hold, or Fail), even if the client decides not to proceed with the project after extraction. For more information regarding samples extracted by Novogene Corporation Inc., please refer to terms #14 and #15.
14. Novogene Corporation Inc. will use a set amount of tissue required to fill one nucleic acid, metabolite, or protein extraction. Additional extraction may incur extra charges. Our lab technicians will excise enough tissue for one round of extractions at random. Processing all tissue at the Client's request may result in additional charges. Please inform us if you desire the return of the original materials before the quotation is issued, as additional charges will apply. As a point of clarification, Novogene Corporation Inc. does not return nucleic acid extracted by our lab. For any queries regarding this process, feel free to consult your Novogene Corporation Inc. project representative.
15. Extractions performed at Novogene Corporation Inc.'s with a sample count ≤ 24 will take approximately 5 working days depending on the lab's workload. Novogene Corporation Inc. requires 1 extra working day for every 12 additional samples.
16. Sample login performed at Novogene Corporation Inc. with a sample count ≤ 150 will take approximately 1 working day depending on the lab's workload. Novogene Corporation Inc. requires 1 extra working day for every 50 additional samples. If samples do not meet Novogene Corporation Inc.'s shipping guidelines, ≤ 50 samples will take 3 working days, and an additional 1 day for sample increments of 50.
17. RNA, DNA, and Premade library QC with a sample count ≤ 24 will take approximately 2 working days depending on the lab's workload. For projects/batches with a sample count between 25 - 96, Novogene Corporation Inc. requires 1 extra working day for every 12 additional samples. For projects/batches with a sample count > 96 , Novogene Corporation Inc. requires 1 extra working day for every 24 additional samples.
18. Sample combination requests will incur an additional fee.
19. The final quantity and quality of samples will be determined based on Novogene Corporation Inc.'s Quality Control (QC) results. Novogene Corporation Inc. is not responsible for observed differences between samples that fall outside of Novogene Corporation Inc.'s quality standards, including theoretical 'batch effect.' For premade libraries, Novogene Corporation Inc. does not guarantee similarity between different runs, except for maintaining satisfactory data quantity and error rates for qualifying samples.
20. Novogene Corporation Inc. charges a \$15 quality control (QC) handling fee for each standard input DNA/RNA sample we process. If a sample does not advance to library preparation, we reserve the right to waive the \$15 handling fee at our discretion to accommodate a replacement sample, under the qualification that the replacement sample proceeds to library preparation. This offer is limited to one waived handling fee of \$15 per contracted sample that does not proceed to library preparation. This policy does not apply to the following workflows (including but not limited to): sequencing only, ultra-low-input (RNA), ATAC-Seq, full-service single-cell, microbial amplicon (16S/18S/ITS), PacBio/Nanopore sequencing (RNA and PCR product excepted), and custom/expedited projects.
21. To ensure Novogene Corporation Inc. can meet our data guarantee as stated in term 25, the client must confirm their decision to proceed with library preparation or sequencing for DNA/RNA and Premade libraries (both external/internal) samples within 14 days of receiving the QC report. If confirmation is not received within this timeframe, all samples must undergo another QC test before proceeding to library preparation or sequencing. These time frames represent the extent of the guarantee. Afterward, the guarantee will no longer apply without an additional QC. The client is not required to order another QC, but if Novogene Corporation Inc. does not have a valid QC report to establish a rating, we cannot offer a guarantee, and the client will proceed at their own risk.
22. For Amplicon Metagenomic Services, it is not acceptable to use custom primers that amplify insertion lengths >490 bp (target amplification region + forward and reverse primers + dual 8 bp barcodes). Novogene Corporation Inc. will not preserve PCR products that fail amplification or are insufficient for one-time library preparation. If you have negative control samples or need to preserve failed/insufficient PCR products, please inform your Novogene Corporation Inc. project representative before sample submission. If requested in advance, PCR products can be preserved for up to 3 calendar days.
23. Given that we require a specific amount of sample volume for our QC, library preparation (if applicable), and sequencing, if DNA, RNA, and/or premade library samples are received by Novogene Corporation Inc. with low volume, we will automatically dilute them without confirming with the client first. If you do not wish this to be done, please send the minimum volume of sample specified in your quotation's sample requirements section.
24. Where CLIA requirements do not apply, Novogene Corporation Inc. retains samples according to the following policy: completed or data-released DNA, RNA, library, FFPE, protein, and metabolite samples are stored for 60 days after data release, while unprocessed or incomplete samples are retained for 120 days from the date of arrival. Tissue samples are stored for 60 days from initial receipt, and cell samples are discarded immediately after processing. Custom PCR primers are retained for six months after data release unless extended storage is arranged in advance, and unclaimed samples with no project activity will be discarded 30 days after receipt if no client contact is received. A reminder email will be sent 10 days prior to the scheduled destruction date, and extended storage or sample return requires completed payment or finalized return arrangements before the end of the retention period; otherwise, samples will be destroyed as scheduled. Storage timelines for undelivered or updated samples are based on the most recent production or analysis milestone. Novogene does not return constructed sequencing libraries and is not responsible for returning unused samples unless formal arrangements are completed within the retention period. For clinical services under CLIA, Novogene Corporation Inc. complies fully with the retention requirements set forth in 42 CFR § 493.1105.

Data Guarantee & Quality Control, Demultiplexing, Retention

25. Novogene Corporation Inc. provides a data output and quality guarantee for samples that pass QC in our regular NGS pipelines as stated in section 1 - Overview of Service. If this guarantee is not met, the client will not be charged for sample QC, library preparation, or sequencing. Specifically, for Plant and Animal Whole Genome Sequencing (WGS) services on the PacBio Revio platform, Novogene Corporation Inc. guarantees data output for SMRT Cells loaded with only PASS samples. We allow a maximum of 3 samples to be multiplexed in 1 Revio cell from the same project and the same species to meet the guarantee. Different species have varying output guarantees, so clients are encouraged to consult their Novogene Corporation Inc. project representative for additional details. Data output is also guaranteed for PacBio Plant and Animal Kinnex Iso-Seq product (sold by M reads) and the PacBio Iso-seq service does not provide undemultiplexed raw data. It's important to note that due to pipeline limitations, Novogene Corporation Inc. does not guarantee the success of library preparation or the amount of data output for PASS samples in other PacBio or Nanopore services. Any

deviation from Novogene Corporation Inc.'s Standard Operating Procedures at the client's request will void Novogene Corporation Inc.'s QC guarantee. Results will be considered "at risk," even if marked as "Pass" in the QC report.

26. Client acknowledges that sequencing may occur across multiple flows cells, lanes, or sequencing instruments due to project volume, throughput requirements, or operational constraints. Requests for same-lane or same-instrument processing must be submitted in writing to Novogene Corporation Inc. prior to sample delivery. While reasonable efforts will be made to accommodate such requests, fulfillment is not guaranteed. Novogene Corporation Inc. shall not be liable for any batch effects, technical variation, or data inconsistency resulting from lane splitting or multi-instrument processing under any circumstances. Furthermore, requests of this nature will increase the TAT depending on sample amount.

27. Novogene Corporation Inc.'s Ultima Genomics and Illumina premade library sequencing services include a one-time demultiplexing based on the index information provided by the client. An additional demultiplexing fee will apply if any of the following conditions are met: the length of any indices exceeds 10bp for premade Illumina library partial lane sequencing projects; the number of premade indices on a single Illumina lane (for whole lane sequencing) or in a single library pool (for partial lane sequencing) exceeds 400; or demultiplexing libraries with only i5 on lane sequencing. Novogene Corporation Inc. will charge for additional rounds of demultiplexing incurred due to the client's index errors.

28. Ultima Genomic and Illumina Premade Sequencing, any requests for aftersales data processing services, including but not limited to re-demultiplexing, trimming, or other related analyses, must be submitted within five (5) business days following the delivery of sequencing data. After this period, raw data generated on Ultima or Illumina sequencers will be permanently deleted and cannot be recovered. This policy is subject to and aligned with Novogene Corporation Inc.'s data retention guidelines as outlined in term 32.

29. Phix is essential for sequencing low diversity libraries, unbalanced libraries, and libraries with fixed bases on Illumina platforms. Insufficient output or poor data quality may result from not adding or adding less than Novogene Corporation Inc.'s recommended minimum percentage of PhiX. Novogene Corporation Inc. is not responsible for underproduction of data due to the client not adding PhiX or adding less than the recommended percentage; please consult with your Novogene Corporation Inc. project representative for guidance.

30. For pre-made Illumina or Ultima library sequencing using custom primers or custom run cycle, Novogene Corporation Inc. does not supply or QC primers and does not guarantee data output or quality, regardless of the library QC result. Novogene Corporation Inc. does not guarantee the compatibility of custom primers with standard primers if used on the same lane/wafer.

31. Novogene Corporation Inc. does not offer partial lane sequencing for single-stranded DNA libraries and must assign increased pooling coefficients for specific library types on Illumina partial lane sequencing due to considerations related to library nature and compatibility for pooling. For Illumina premade library partial lane sequencing, if the average quoted data output of each library or sub-library falls below 0.5Gb, Novogene Corporation Inc. cannot be held responsible for any after-sales issues, including low data output. Furthermore, if re-sequencing of Illumina lanes, Ultima wafers, or a portion thereof is required due to incorrect information provided by the client, such as erroneous index information or an incorrect library type, the client may incur charges of up to \$3,200 per effected lane to cover the associated costs. Additionally, if an Illumina or Ultima premade partial lane sample that Novogene Corporation Inc. marks as a 'Fail' causes data underproduction on other client's samples, the client will be charged proportional to the data loss.

32. In rare cases when the data amount of a 'PASS' DNA/RNA sample is insufficient, additional sequencing will be arranged to reach the quoted amount at no cost to the client. Since this may increase the turnaround time, we generally do not arrange for additional sequencing when the data shortage is less than 2% of the quoted amount. For PacBio Revio WGS projects, data delivery may be slightly below the guaranteed amount by a few Gb due to demultiplexing and data QC. For samples rated as 'Hold' or 'FAIL' in the QC report, Novogene Corporation Inc. will NOT guarantee the success of library preparation, data quality, or quoted data amount and will charge for additional sequencing of these samples. If a sample is QC'd and constructed into a library but not sequenced, Novogene Corporation Inc. will only charge for sample QC and library preparation. In the unlikely event a 'PASS' sample does not produce a library, Novogene Corporation Inc. will not charge a library preparation or QC fee.

33. Novogene Corporation Inc. will retain all data for 30 calendar days after its release to customers. An extension can be requested and is subject to additional fees. Provided that your Novogene Corporation Inc. project representative is informed at least 7 days before the end of the initial 30-day period. Please contact your Novogene Corporation Inc. project representative for more details on these extensions. Please note, this does not apply to pod 5 data from Oxford Nanopore sequencing. These specific data will only be kept for a maximum of 21 calendar days and will be automatically deleted within a week after customers download them.

Payment and Financial Terms

Payment Requirements

34. All monetary sums referred to in this quote are payable in full without deduction, withholding, or set-off for any reason. Please be advised, unless prohibited by applicable state or local laws, payments made by credit card will incur an additional 3.5% processing fee. If the project is terminated, the amount for the completed part shall be paid. All sums are net of value-added tax and any other applicable taxes or duties, which shall be paid by the customer if applicable.

35. A purchase order ('PO') or payment is required for Novogene Corporation Inc. to initiate Services. When issuing a PO, Client should include Novogene Corporation Inc. quotation # in the PO. It is important to note that a PO or full payment is necessary for the release of data, signifying completion of the service.

36. Novogene Corporation Inc. considers the receipt of Client Materials, prepayment, or PO as an acknowledgment and acceptance of the T&C. On the completion date of Services, Novogene Corporation Inc. will invoice Client. Client agrees to pay the entire amount of each invoice issued by Novogene Corporation Inc. within 30 days from the date of the invoice. The invoice will be issued based on the services completed by Novogene Corporation Inc.

37. Client shall confirm or reject the settlement via CSS or email within 5 calendar days upon receipt of the final report and sequencing data. If the Client takes no action within the specified period, Novogene will deem the project as settled by default and proceed with invoicing accordingly.

Financial Adjustments and Confidentiality

38. Novogene Corporation Inc. reserves the right to adjust the quote for the Services if the scope of Services changes, in which event Novogene Corporation Inc. will not be required to perform the Services unless both Parties agree on the terms of a revised quotation.

39. Price information is CONFIDENTIAL to the parties directly involved with this project, unless disclosure is required by law or legal process.

Legal and Liability Terms

Warranties and Indemnities

40. Novogene Corporation Inc. shall be free to use for any purposes all general knowledge, skills, and expertise developed or acquired in the course of performing the Services. As between the Parties, Novogene Corporation Inc. shall own any and all ideas, concepts, know-how, and techniques developed, created, conceived, or reduced to practice by its personnel alone, including all intellectual property and proprietary rights therein. Notwithstanding the foregoing, nothing in this Section shall be construed as a license or grant from the Client to Novogene Corporation Inc. of any intellectual property rights owned, licensed, or otherwise held by the Client. Furthermore, Novogene Corporation Inc. agrees that all data, records, and reports produced from the Client's original materials provided under the scope of Services shall be the sole property of the Client.

41. Novogene Corporation Inc. DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITS PERFORMANCE UNDER THIS OFFICIAL QUOTATION, WHETHER ARISING BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND CONDITION OF TITLE. Novogene Corporation Inc. MAKES NO WARRANTY THAT ERRORS IN THE PLATFORM WILL BE CORRECTED. NOTHING IN THIS OFFICIAL QUOTATION SHALL BE CONSTRUED AS PERMITTING CLIENT TO RELY IN ANY WAY THE CONTINUED USE OF THE SERVICES OR ANY FURTHER DEVELOPMENT THEREOF. THIS DISCLAIMER OF WARRANTIES WILL APPLY EVEN IF ANY OF THE EXPRESS WARRANTIES SET FORTH IN THIS OFFICIAL QUOTATION FAILS OF ITS ESSENTIAL PURPOSE.

42. Client will defend, indemnify and hold Novogene Corporation Inc. harmless from and against all Claims based upon any act or omission of gross negligence or willful misconduct by Client; provided that Novogene Corporation Inc. (i) provides Client prompt written notice of the claim, (ii) permits Client to have sole control of the defense and related settlement negotiations for such Claim, but Novogene Corporation Inc. shall have the right to approve any settlement or compromise, which approval will not be unreasonably withheld and (iii) cooperate with, and provide assistance to, Client, at its expense, in connection with the defense and settlement of such claim.

43. To the extent any Sample provided to Novogene Corporation Inc. constitutes, contains, or is derived from any species listed as a regulated specimen pursuant to CITES Appendices I, II, or III, or is otherwise subject to CITES and its implementing laws and regulations (collectively, "Regulated Specimen"), the Client shall provide written notice no later than five (5) calendar days after the date of the Official Quotation identifying each and every Sample that is a Regulated Specimen, including: 1) scientific names (including sub-species if applicable), 2) CITES' Appendix status (including, but not limited to, specifically designating any item of Client Material having Appendix I status), and 3) source or origin information reasonably necessary for documentation (including, but not limited to, source of the specimen and source code and country of origin as defined by CITES). Client shall be solely responsible at its own expense to obtain and maintain all permits, certificates, registrations, labels, declarations, exemptions, and other authorizations (collectively "Authorizations") required for any import, export, re-export, transit, temporary movement, or return shipment of the Samples (including any part of Client's "scientific-exchange pathway" as defined by CITES). Client shall provide all Authorizations to Novogene Corporation Inc., and to any required broker(s), carrier(s), governmental authorities, or any other third-parties required by law, contemporaneously with the Sample, or if not feasible, no later than five (5) calendar days thereafter ("Authorization Obligations"). Novogene Corporation Inc. reserves all rights in its sole discretion to immediately suspend and/or terminate all or any portion of any services and/or activities described in or relating to the Official Quotation at any time. Samples and related materials may be destroyed if Novogene determines in its sole discretion that a return or transfer, in whole or in part, would be contrary to law or financially or logistically unreasonable. Client shall remain responsible for all expenses related to the compliance, storage, maintenance, transfer, shipment, and/or disposal of the Samples and any related materials at all times during which Novogene maintains custody (up and through final disposition of all Samples and related materials). Client shall defend, indemnify, and hold Novogene Corporation Inc. harmless from or against any claims, actions, investigations, losses, damages of any kind, penalties, assessments, delays, diminution in value, or other assertions of liability in any manner, whether known or unknown, suspected or unsuspected, based upon the Official Quotation or otherwise, under any theory of law arising from Novogene Corporation Inc.'s receipt or custody of Regulated Specimens, including but not limited to, any services, activities, deliverables, transportation, storage, analysis, disposal, alleged non-performance, alleged noncompliance or compliance obligations under any federal, state, or local law, statute, regulation, rule, directive, order, guidance, or applicable standard, or liability in any form.

Liability and Limitations

44. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS OFFICIAL QUOTATION. IN NO EVENT SHALL CLIENT'S OR Novogene Corporation Inc.'s LIABILITY, RESPECTIVELY, FOR DAMAGES ARISING OUT OF ANY CLAIM RELATING TO THIS OFFICIAL QUOTATION EXCEED THE GREATER OF (I) TEN THOUSAND DOLLARS (\$10,000) AND (II) THE AGGREGATE AMOUNTS PAID AND PAYABLE BY CLIENT FOR THE SERVICES GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS SECTION SHALL NOT BE APPLICABLE TO Novogene Corporation Inc.'s BREACH OF ITS OBLIGATIONS UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS, OR EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INCLUDING FRAUD, OR INJURY TO PERSON OR PROPERTY.

45. Novogene Corporation Inc. is an independent contractor of Client. Neither party will, for any purpose, be deemed to be an agent, employee, or partner of the other. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

46. Except for the Client's payment obligations under this Official Quotation, neither party will be responsible for any failure to perform or delay due to causes beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes), civil disturbances, disruptions of telecommunications, power or other essential services, Internet service interruptions, labor disturbances, vandalism, computer viruses, changes in laws or government requirements, or malicious or unlawful acts of third parties. If there is a material and unforeseeable change in import duties, export controls, tariffs, or other governmental charges that significantly increases Novogene Corporation Inc.'s cost of performance, Novogene Corporation Inc. may request an equitable adjustment to the Contract terms. If the parties cannot agree on an adjustment within thirty (30) days, Novogene Corporation Inc. may terminate the Contract without liability by providing written notice to the other party.

47. This Official Quotation shall be governed and interpreted in accordance with the laws of the State of New York without regard to conflicts of laws principles thereof.

48. In any action or proceeding to enforce rights under this Official Quotation, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees.
49. No term or provision of this Official Quotation may be amended, nor shall any term be deemed waived, except as set forth in writing and signed by both parties.
50. No waiver of any default hereunder or any terms or conditions of this Official Quotation will be deemed to be a waiver of any other or subsequent default of any other term or condition but will apply solely to the instance to which such waiver is directed.
51. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in the State of New York, and City of New York, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof
52. Compliance with 28 CFR Part 202.
- a. Client represents and warrants that it is not a "covered person" or a "country of concern" within the meaning of 28 CFR Part 202 (the "Data Security Program" or "DSP").
 - b. Client agrees to periodically certify to Novogene Corporation Inc., in writing Client's compliance with 28 CFR part 202. Client agrees to not evade or avoid, cause a violation of, or attempt to violate any of the prohibitions set forth in Executive Order 14117 or 28 CFR part 202.
 - c. Where Client knows or suspects that a country of concern or covered person has gained access to data or material through a data brokerage transaction, a vendor agreement, an employment agreement, or an investment agreement, client will immediately inform Novogene Corporation Inc.