

Distribution Agreement

This agreement, entered into as of **January 1, 2022**, by and between

BlueGene Biotech

Room 403, building 2, No.166 TianXiong Rd ,
PuTuo District, Shanghai, 201308 China.
(the “**Supplier**”)

and **[***** company name]**
[detailed address information]
(the “**Distributor**”)

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The “Supplier appoints **[*****]**” as a distributor for **BlueGene Biotech** ELISA kits for a period of three years with effect from the date first above written, and shall be renewed automatically from year to year thereafter, unless either party terminates this agreement with written notice on termination to the other party, four (4) weeks prior to the expiration of this agreement.
2. The products covered by this agreement shall mean those products listed in the product price list, and additional research products that may be added by the parties hereafter. The Distributor shall use the brand name of the Supplier.
3. The Distributor will market and distribute the Products as Laboratory reagents for in vitro laboratory research use only for standard educational research and basic studies to understand biology. Not for use in humans or animals in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment or prevention of disease or for therapeutic procedures. Not for use as food or with food or food ingredients for human or animal consumption via the Internet, direct mail and scientific conferences.
4. The Distributor will address all customer technical inquiries regarding use of a Product, and Supplier will provide technical assistance to Supplier when reasonably requested. Distributor will market and distribute the Products and will clearly indicate on all marketing, packaging and data sheet materials that the Products “are for research purposes only.”
5. The Distributor will set the selling price for the products in **[sales areas]** under mutual agreement; special prices will be given for large, bulk purchases. In the event of price change, the Supplier shall notify the Distributor thereof at least thirty (30) days before such changes become effective. The Supplier shall thereafter send to the Distributor a new price list to replace the old one.
6. Products are supplied to the Distributor on a sale basis i.e. the Distributor sends purchase order (P.O.) of particular products for the Supplier to deliver. The Supplier shall provide the Distributor with an invoice for product and/or services shipped, including quantities and applicable prices.

7. Payment shall be made in US dollars. Paying bank's charge outside China shall be at the Distributor's expense.
8. The Distributor shall make available suitable documentation in the country's language for promotion of the products. And The Distributor agrees to direct adequate marketing efforts to the sale of the Supplier's products.
9. The Supplier warrants merchantability of purchased products. In the event of any defect in quality or merchantability, the Distributor may make a claim with description of such defect after checking products. Any discrepancy on the shipped products should be put forward within sixty (60) days after the arrival of the means of transport carrying the products at the place of destination and the Distributor should present the Survey Report issued by the Surveyor agreed by the Seller.
10. The Supplier accepts no responsibility except for quality or quantity of products themselves.
11. All disputes arising from the execution of this agreement shall be settled through friendly consultations. In case no settlement can be reached, the case in dispute shall then be submitted to the third country's arbitration commission that are agreed between the two parties for arbitration in accordance with its rules of procedure. The decision made by this commission shall be regarded as final and binding upon both parties. Arbitration fees shall be borne by the losing party, unless otherwise awarded.

Agreed by the Parties through their authorized signatories:

Supplier

BlueGene Biotech
Room 403, building 2, No.166 Tian Xiong Rd
Pudong District, Shanghai, 201308 CHINA
(the "Supplier")

Name:

Title:

Signature:

Date:

Distributor

[*** company name]**

[detailed address information]

(the "Distributor")

Name:

Title:

Signature:

Date: