
Letter of Intent 合作意向书

BioMark Diagnostics Inc. and Guangdong Longhu Sci.&Tech. Company Limited BioMark Diagnostics Inc. & 广东龙湖科技股份有限公司

This letter of intent (“LOI”), a formal document intended to ensure that all parties involved are on the same page and sets forth the basic terms and conditions, is entered by and between: 本意向书(“LOI”), 作为正式文件旨在确保所有参与方认同所阐述的条款和条件, 由下列双方签署

GuangDong Longhu Sci.&Tech. Company Limited (“LONGHU”)
广东龙湖科技股份有限公司 (“LONGHU”)

Address: 24B, Block A, International Commerce Building,
106 Jinsha RD, Shantou, 515041, P.R. China

地址: 广东省汕头市金砂路 106 号, 国际商业大厦 A 座 24B, 邮编: 515041, 中国

And 和

BioMark Diagnostics Inc (“BIOMARK”)

Address: 165 - 10551 Shellbridge Way, Richmond, BC, V6X 2W8

Terms of this agreement include:

本协议条款包括:

1. The intention is to give an exclusive license of BIOMARK SSAT1 platform based on BIOMARK’s granted patent (Patent Number: ZL 201280056582.4) Rimantadine and the development of a customized Rimantadine Assay (“Technology”) for initially use in screening, monitoring, and assessing response to treatment applications related only for lung cancer in China to LONGHU until (a) BIOMARK receives the results of a 300-350 clinical trial and (b) a new entity is developed with appropriate structures, which shall be agreed to by all parties in a separate agreement (“New Entity”). After (a) and (b) takes place, the parties agree that the granted patent will be exclusively licensed to the new entity.

BIOMARK 有意向将 BIOMARK SSAT1 平台 (该平台基于 BIOMARK 的已授权专利 (专利号: ZL 201280056582.4) 金刚乙胺与定制化的金刚乙胺分析 (“技术”) 初步用于筛选、监测和评估仅与肺癌相关的治疗应用的开发) 在中国的独占许可于广东龙湖科技有限公司直至 (a) BIOMARK 接收 300-350 临床试验的结果以及 (b) 筹建具有合理股权结构的新实体, 在单独的协议中各方应对 (“新实体”) 中的合理股权结构达成一致。在 (a) 和 (b) 发生后, 双方同意已授权的专利将独家许可于新实体。

Terms of license for the technology will be further detailed in a definitive licensing agreement (“License Agreement”) to be executed within 90 days or sooner from the execution of this LOI. [REDACTED]

[This clause is regarding licensing fees and an equity investment based on certain milestones.]

技术许可条款将在本意向书签署后 90 天内或更早的时间内签署的最终许可协议 (“许可协议”) 中进一步详细说明。 [REDACTED]

[This clause is regarding licensing fees and an equity investment based on certain milestones.]

- a) LONGHU will pay US \$200,000 nonrefundable payment within 15 days of signing of this LOI. Payment may be made through a subsidiary of LONGHU, however LONGHU will be responsible to ensure payment is made to BioMark. The terms of the equity investment will be established in a separate agreement consisting of unit share and warrants. Upon payment of both amounts above, BIOMARK will transfer materials related to IP that include protocol, consent form, and the internal standard that will enable LONGHU to obtain Ethical Review Board (ERB) Approval and conduct trials as stipulated in terms below. All the materials released constitute BioMark’s IP and/or confidential and proprietary information and will be secured by a non-disclosure agreement (“NDA”) and terms of this LOI and any further agreements or memorandum of understanding as needed. In addition, Chengdu FANXI Biopharma Co. Ltd and Knowledge for Health Research Institute for Biomolecules (Nanjing) Ltd will be involved at this stage, and LONGHU agrees to work with them as needed, and details are described in Licensing Agreement. The stage of step a) may take 3-6 months.

在本协议签署后的 15 天内，LONGHU 将支付 20 万美元不可退款项。该款项可以通过 LONGHU 的关联公司完成，然而 LONGHU 将确保向 BIOMARK 支付该款项。将在单独的协议中确立的股权投资条款是由股份和认股权证组成的条款。支付上述费用后，BIOMARK 将转移与知识产权相关的材料，其包括协议、参与同意书及内部标准，这些使 LONGHU 能够获得道德审查委员会（ERB）批准并按照以下条款进行试验。所发布的所有材料均构成 BIOMARK 的知识产权和/或机密和专有信息，并将由保密协议(“NDA”)和本意向书以及任何其他所需的协议或合作意向书或谅解备忘录的条款保护。此外，现阶段将涉及成都凡诺西生物医药科技有限公司和知健生物分子研究院（南京）有限公司，并且 LONGHU 同意根据需要与他们合作，详细信息请参见许可协议。步骤 a) 的阶段可能需要 3 到 6 个月。

All the costs related to the clinical trial, submissions, data analysis, establishment of a third-party Contract Research Organization (CRO), engagement with clinicians will be borne by LONGHU, wherein BioMark will be given access to data analysis. The stage of step b) may take up to 9 months.

与临床试验、申请提交、数据分析、建立第三方受托研究机构（CRO）及与临床医生沟通合作的所有相关费用均由 LONGHU 承担。其中 BIOMARK 将获得进行数据分析的权限。步骤 b) 的阶段可能最多需要 9 个月。

b)

[This clause is regarding a milestone payment and equity investment.] LONGHU agreed that payment will be made as soon as possible but may take up to 60 calendar days depending on the time required for government approval for sending foreign currency abroad. Results of the trials and submission package will be shared with BioMark at least 1 week prior to submission to the regulatory authority. The purchase price and terms will be discussed realizing the need for a fair premium over the prevailing market price. The New Entity will be developed to take the place of LONGHU as the exclusive licensee in China with appropriate structures that will be agreed to by all parties.

[This clause is regarding a milestone payment and equity investment.] LONGHU 同意尽快完成该款项的支付但可能最多需要 60 个日历日，具体取决于政府批准将外币汇往国外所需的时间。临床试验的结果和提交申请的档案将至少在提交至监管机构之前 1 周与 BIOMARK 分享。股权购买价格和条款将进一步商定以实现比当前价格公平溢价的必要性。新实体将取代 LONGHU 成为中国的独占许可人，其合理股权结构将得到各方的同意。

c)

[This clause is regarding licensing fees.] Payment will be made no later than 60 days from the bigger trial or local approval (whichever occurs first). LONGHU agrees that payment will be made as soon as possible but may take up to 60 calendar days depending on the time required for government approval for sending foreign currency abroad.

[This clause is regarding licensing fees and an equity investment.] The purchase price and terms will be discussed realizing the need for a fair premium over the prevailing market price.

[This clause is regarding licensing fees.] LONGHU 将在更大规模的试验或获得当地批准（以先发生者为准）的 60 天内完成该款项的支付。LONGHU 同意尽快完成该款项的支付但可能最多需要 60 个日历日，具体取决于政府批准将外币汇往国外所需的时间。

[This clause is regarding licensing fees and an equity investment.]The
购买价格和条款将进一步商定以实现比当前价格公平溢价的必要性。

d) BioMark will receive a Royalty at the prevailing industry rate (see point 2). BioMark will discuss the terms with New Entity in a detailed licensing and shareholding agreement of equity participation during the registration of the New Entity.
BIOMARK 将按现行行业利率获得分红（参考条款 2）。BIOMARK 将在新实体注册期间就 BIOMARK 在新实体的具体授权许可合同及其股权参与协议进行商讨。

2. In addition to the above payments, royalty payments will be paid to BIOMARK based on an industry standard terms and be paid by the New Entity. Royalty payments required upon any revenue generated in relation to “technology”, no matter what approvals are received or secured.

除上述付款外，分红将根据行业标准条款支付给 BIOMARK，并由新实体支付。与“技术”有关的任何收入都需要支付分红，无论获得了何种批准。

3. No resale or repackaging of the offer will be made to any party without consent and approval of BIOMARK.

未经 BIOMARK 的同意或批准不得转售或重新包装此次协议。

4. Fair representations of BIOMARK will be made to investors when LONGHU and the New Entity approaches potential investors when raising the required capital.

LONGHU 和组建的新实体在进行融资时在与潜在的投资者接触时向投资者公平表述 BIOMARK。

5. Any new technology improvement resulting in new patents or know how will be shared by both parties with the New Entity focusing in China while allowing BIOMARK to utilize such technologies in any other markets it plans to introduce the technology.

任何新的技术进步而产生的新专利，或技术秘诀将由双方共享有，新实体拥有中国市场的权利同时允许 BIOMARK 在计划引入该技术的任何其他市场中利用这些技术。

6. Upon payment of the amount in 1(a) above, BIOMARK grants LONGHU a total of one year from the signing of this LOI for this exclusive opportunity to complete the transaction and maintain exclusive rights by signing the definitive License Agreement that addresses investment and exclusive licensing of the Technology.

在支付上述第 1 (a) 款的款项后, BIOMARK 授予 LONGHU 自本意向书签署之日起共计一年的独占机会, 通过签署涉及技术独占许可和投资的最终许可协议从而完成交易并维持独占权利。

7. BIOMARK has the intention to offer New Entity rights of first refusal to bid/license /co-develop any new technologies emerging from BIOMARK for China at a price agreed by both parties according to the terms of separate agreement.

BIOMARK 有意向给予新实体对 BIOMARK 将来产生的新技术在双方同意的价格基础上在中国有优先投标/许可授权/共同研发的机会。

8. The reminder of this document outlines the generally intended terms and conditions as agreed by both parties. This document will be used as a guideline to formalize the Licensing Agreement, and the purchase of equity (equity investment) documentation henceforth. Definitive terms will be developed in the final agreement that is accepted by both parties.

本文件概述双方商定的意向性条款和条件, 本文件将作为框架用于制定正式的授权许可合同和股权收购(股权投资)。最终确定的条款将以双方共同接受的正式合同为准。

9. All information will be handled under terms of NDA that will be signed by all parties. 所有信息将受有各方共同签署的保密协议(NDA)的规定保护。

10. The time limit for completing the content of this Letter of Intent (AND LONGHU's exclusive rights to license the technology from BIOMARK) is about 12 months upon signing of this LOI and the above time limit could be extended to 15 - 18 months upon written agreement of the parties if more time is needed for the trials to be complete. If the above time limit (15 - 18 months) is over and LONGHU does nothing to push towards commercialization, BIOMARK can talk to other potential investors and license to someone else.

完成本意向书内容的期限(以及 LONGHU 对 BioMark 技术的独占许可权)为签署本意向书之日起约 12 个月, 如果需要更多时间完成试验, 经双方书面同意, 上述期限可延长至 15 -18 个月。如果超过上述期限(15-18 个月)且 LONGHU 对商业化没有任何推动作用, BIOMARK 可以与其他潜在投资者交谈并向其他人发放许可。

11. The timeline for conducting the terms of this Letter of Intent will be further detailed in a definitive agreement. Both parties agree that where either party violates the timeline, resulting in the stagnation or delay of the other party's works, the non-breaching party is entitled to issue a written notice requesting the breaching party to correct or remedy the breach. The breaching party shall correct and remedy the breach of this Letter of Intent within fifteen (15) days from the date of receipt of said notice. Delays caused solely by the government approval process is exempted from the penalty clause.

If the breaching party fails to correct or remedy the breaching activities within 15 days from the date of receipt of the aforesaid notice, it shall pay an overdue fine (USD 1,000 per day) to the non-breaching party. After the breaching party pays the corresponding overdue fine, this Letter of Intent shall continue to be enforced.

If the breaching party fails to correct and remedy its breaching activities within 90 days from the date of receipt of the aforesaid notice, the non-breaching party shall have the right to regard the above as a failure of the Project, and at the same time to terminate this Letter of Intent immediately and/or claim compensation money depend on the actual loss.

在最终协议中将进一步详细说明执行本意向书条款的时间表。甲乙双方确定任何一方违反时间表，造成其他合作方工作停滞、延误的，守约方有权向该违约方发出要求纠正和弥补违约行为的书面通知书。违约方应当自收到通知书之日起十五（15）日内对其违约行为进行纠正和弥补。完全由于政府审批程序造成的延迟不包括在违约补偿条例中。如违约方在收到通知书之日起十五（15）日内未对其违约行为进行纠正和弥补的，应当按照每日 USD 1,000 向守约方支付滞纳金。违约方支付相应的滞纳金后，本合同应继续履行。如违约方在收到通知书之日起九十（90）日内未对其违约行为进行纠正和弥补的，守约方有权视为该项目的失败，同时立即终止本意向书和/或要求取决于实际损失的赔偿金。

12. All disputes in connection with the conclusion, efficacy, interpretation, performance and dispute shall be governed by and construed under laws of the People’s Republic of China. Any dispute thereof shall be settled through friendly negotiations or if through arbitration in China through the Chinese International Economic and Trade Arbitration Commission (“CITEAC”) in Beijing.

本协议之订立、效力、解释、执行和争议受中华人民共和国法律管辖。任何争议应通过友善协商和解，如需仲裁，将在北京的中国国际经济贸易仲裁委员会 (“CITEAC”) 进行。

Accepted and signed on 22nd day of November 2019 at offices in China.

本协议于 2019 年 11 月 22 日在中国 _____ 办公室接受并签署。

BioMark Diagnostics Inc.

GuangDong Longhu Sci.&Tech. Company Limited

“Rashid Ahmed Maula Bux”

“Yongshun Hong”

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RASHID AHMED MAULA BUX

YONGSHUN HONG

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