

E-commerce Terms and Conditions for the Supply of Goods and Services

Version v03 (7 September 2026)

CONTENTS

1. About us

- 1.1 Company details.** Our main trading address is the Dorothy Hodgkin Building, Babraham Research Campus, Cambridge. Our VAT number is GB274556084. We operate the website www.bit.bio. For our registered details see clause 2.1 below.
- 1.2 Contacting us.** To contact us email orders@bit.bio. How to give us formal notice of any matter under the Contract is prescribed in clause 20 herein.

2. Definitions and Interpretation

The following definitions and rules of interpretation apply to these Conditions.

2.1 Definitions:

bit.bio or Bit Bio Limited: Bit Bio Limited ("bit.bio"), a company registered in England and Wales with company registration number 10466798 and with registered office at Cambridge House, Camboro Business Park, Girton, Cambridge, Cambridgeshire, England, United Kingdom, CB3 0QH.

bit.bio's Combined Limited Use License and Statement of Use: means the combined limited use license and statement of use¹ on bit.bio's website² as amended from time to time and incorporated herein.

bit.bio Technology: inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques and other technology in connection with the development, manufacture and production of induced pluripotent stem cells, including cellular reprogramming optimised inducible overexpression system and the invention claimed in patent number GB1619876.4 licensed exclusively by bit.bio, all in relation to the Goods or Services or Goods and Services.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given in clause 4.4.

¹<https://www.bit.bio/hubfs/Documents/Combined-Limited-Use-License-and-Statement-of-Use-v09.pdf>

²<https://www.bit.bio>

Conditions: these terms and conditions as amended from time to time, in accordance with clause 23.2 and where applicable, includes any special terms and conditions agreed to in writing between the Customer and bit.bio.

Contract: the contract between bit.bio and the Customer for the supply of Goods or Services or Goods and Services in accordance with these Conditions and bit.bio's Combined Limited Use License and Statement of Use.

Control: the direct or indirect ownership of more than fifty percent (50%) of the equity interest in a corporation or business entity or the ability in fact to control the management decisions of such corporation or business entity and the expression **change of control** or **controlled** shall be interpreted accordingly.

Customer: means ("You"), the person who purchases the Goods or Services or Goods and Services from bit.bio, under circumstances where the order is accepted by bit.bio.

Customer Materials: has the meaning given in clause 7.6.

Deliverables: the deliverables set out in the Order produced by bit.bio for the Customer.

Delivery Location: has the meaning given in clause 10.2.

Force Majeure Event: has the meaning given to it in clause 19.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: the specification for the Goods provided by the Customer that is agreed by the Customer and bit.bio.

Indemnitees: bit.bio, its affiliates or their contractors, and their respective directors, officers, employees and agents.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods or Services or Goods and Services, as set during the course of the process followed in clause 4 below, or the Customer's written acceptance of bit.bio's quotation, as the case may be.

Services: the services, including the Deliverables, supplied by bit.bio to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by bit.bio to the Customer.

Technology Improvement: has the meaning given in clause 6.3.

Warranty Period: has the meaning given clause 15.2.

2.2 Interpretation:

- (a) A **person** includes a natural person, a legal person, a corporate or unincorporated body (whether or not having separate legal personality), a firm.
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

AGREED TERMS AND CONDITIONS

3. Our contract with you

3.1 Our contract. See definition in clause 2.1 above.

3.2 Entire agreement. The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract. No other terms are implied by trade, custom, practice or course of dealing. The Contract applies to the exclusion of any other terms that the Customer seeks to impose or incorporate. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with the Contract. In the event of any conflict between these Terms and Conditions and bit.bio's Combined Limited Use License and Statement of Use, the bit.bio's Combined Limited Use License and Statement of Use shall prevail.

3.3 Limited Use License and Statement of Use. You confirm that you have read and understood the Limited Use License and Statement of Use and agree to be bound by the terms of Limited Use License and Statement of Use.

3.4 Language. These Terms and the Contract are made only in the English language.

3.5 Your copy. You should print a copy of these Terms and the Contract for future reference.

3.6 Any analytical report, description of Goods in certificate of analysis, technical data sheets or other product documentation, samples, drawings, advertising, illustrations or descriptions of the Services issued by bit.bio or contained in bit.bio's catalogues or brochures are issued or published as guidance and shall not form a part of these Conditions.

3.7 Any typographical, clerical, or other error or omission in any sales document or information issued by bit.bio, shall be subject to correction without any liability on the part of bit.bio.

3.8 These Conditions and bit.bio's Combined Limited Use License and Statement of Use shall apply to the supply of both Goods and Services except where application to one or the other is specified.

4. Placing an Order and its acceptance

4.1 Placing your Order. Follow the onscreen prompts to place an Order. Each Order is an offer by you to buy the Goods and / or Services specified in the Order (**Goods and Services**) subject to these Conditions.

4.2 Correcting input errors. Our Order process allows you to check and amend any errors before submitting your Order to us. Please check the Order carefully before confirming it. You are *entirely* responsible for ensuring that your Order is complete and accurate.

4.3 Acknowledging receipt of your Order. After you place an Order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your Order has been accepted. Our acceptance of your Order will take place as described in clause 4.4 below.

4.4 Accepting your Order. Our acceptance of your Order takes place when we send the email to you to accept it; the email will contain your Order number, at which point the Contract between you and us will come into existence.

4.5 If we cannot accept your Order. If we are unable to supply you with the Goods and / or Services for any reason, we will inform you of this by email and we will not process your Order. If you have paid for the Goods and / or the Services, we will refund you the full amount including any delivery costs charged as soon as possible. We aim to refund you within fourteen (14) working days.

5. Return your refund

5.1 You may not cancel the Contract after you place your Order. No refunds will be provided for accepted Orders.

6. Customer's obligations (Goods and Services)

6.1 The Customer shall:

- (a) co-operate with bit.bio in all matters relating to the Services;
- (b) provide bit.bio with such information and materials as bit.bio may reasonably require in order to supply the Goods and / or Services, and ensure that such information is complete and accurate in all material respects;

- (c) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (d) comply with any additional obligations as set out in the Service Specification or the Goods Specification or both.

6.2 If bit.bio's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, bit.bio shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays bit.bio's performance of any of its obligations;
- (b) bit.bio shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from bit.bio's failure or delay to perform any of its obligations as set out in this clause 6.2; and
- (c) the Customer shall reimburse bit.bio on written demand for any costs or losses sustained or incurred by bit.bio arising directly or indirectly from the Customer Default.

6.3 The Customer shall promptly disclose to bit.bio of any improvement to bit.bio Technology (including but not limited to know-how, technical information, software) developed by Customer (Technology Improvement) and, upon request by bit.bio, grants to bit.bio, a non-exclusive, royalty-free sublicensable worldwide licence to make, use, and sell or otherwise supply the Technology Improvement, provided that the provision under this clause shall not be construed as a grant of licence by bit.bio to amend, use or develop any bit.bio Technology.

6.4 The Customer shall use the Goods for research purposes only and shall not sell the Goods, modification of the Goods, any unmodified descendant form of the Goods (progeny), or any substances created by the Customer which constitute an unmodified functional subunit or product expressed by the Goods to any third party. The Customer shall not and shall not attempt to reverse engineer the Goods.

6.5 The Customer shall be responsible for the evaluation or undertaking of any research (as the case may be) of the Goods to identify any risks associated with using the Goods. The Customer shall be responsible for ensuring that its staff (including transport workers) (a) are made aware of any risks relating to, and (b) take precautions to ensure safe and effective storage, use or handling of the Goods.

6.6 The Customer acknowledges that the regulation on registration, evaluation, authorisation and restriction of chemicals (REACH) may apply to the Goods. The Customer shall be responsible for compliance with all applicable law, regulation, codes or policies (including health and safety regulations) in connection with storage, use or handling of the Goods.

- 6.7** The Customer shall, at the Customer's expense, obtain all necessary permits, registrations, authorisations and/or approvals for the Customer to store, use and handle the Goods and to perform its obligations under this Contract.
- 6.8** The Customer agrees that, to the extent that it publishes data from use of the Goods (Data), any data derived from Data (Derived Data), any data combined with Data (Combined Data), or any metadata generated using Data, Derived Data or Combined Data, which may include the sequences of nucleic acids, protein or other biological derivatives, it shall remove any and all data or information that contains, discloses or seeks to identify bit.bio's proprietary technology including but not limited to opti-ox™ cell programming technology, genetic safe harbours, transcription factors, controllable gene expression systems, nucleotide sequences, gen-editing techniques and optimisation of any of the foregoing prior to any such publication.
- 6.9** The Customer shall immediately inform bit.bio of or when it becomes aware of any accidents or incident in connection with storage, use or handling of the Goods other than due to the Customer's negligence, breach of this Contract or non-compliance with the Goods' user manual that results in personal injury or damages to property. Upon request by bit.bio, the Customer agrees to fully cooperate with and provide to bit.bio relevant information (including reports, test results and like) produced by the Customer or by a third party for the Customer, in relation to such accident or incident. For the avoidance of any doubt, the provision of the information as outlined in this clause 6.9 shall not give rise to liability of bit.bio in relation to such accident or incident.

7. Our Goods

- 7.1** The images of the Goods on our site are for illustrative purposes only.
- 7.2** Although we have made every effort to be as accurate as possible, all descriptions and product data of the Goods indicated on our site are approximate and/or representative.
- 7.3** The packaging of your Goods may vary from that shown on images on our site, where applicable.
- 7.4** We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.
- 7.5** The Goods are described on our site or in the Goods Specification.
- 7.6** To the extent that the Goods are to be manufactured in accordance with a Goods Specification and/or using materials, equipment, documents or other property of the Customer (**Customer Materials**), the Customer shall indemnify and hold harmless the **Indemnitees** against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Indemnitees arising out of or in connection with any claim made against the Indemnitees for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection

with the Indemnitee's use of the Goods Specification or Customer Materials. This clause 7.6 shall survive termination of the Contract.

8. Transfer of risk

- 8.1** Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time.

9. Delivery

- 9.1 General:** Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. bit.bio shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide bit.bio with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. See clause 19 which deals with a Force Majeure event. We will contact you with an estimated delivery date. The estimated delivery date will be communicated to you within 30 calendar days after the date on which we email you to confirm our acceptance of your order.

International delivery of Goods:

- 9.2** In addition to the UK, we deliver to North America, EMEA and some destinations in Asia Pacific region (**International Delivery Destinations**). We review the countries that we deliver to regularly and this may be subject to change. Please contact orders@bit.bio to find out if we can deliver to your destination.
- 9.3** If you order Goods from our site for delivery to one of the International Delivery Destinations, we will deliver in accordance with Ex Works (EXW) rules under the INCOTERMS 2020.
- 9.4** You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.

10. Delivery of Goods (local and international)

- 10.1** bit.bio shall ensure that:
- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and bit.bio reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) if bit.bio requires the Customer to return any packaging materials to bit.bio, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as bit.bio shall reasonably request. Returns of packaging materials shall be at bit.bio's expense.

- 10.2** bit.bio shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after bit.bio notifies the Customer that the Goods are ready.
- 10.3** If the Customer fails to accept delivery of the Goods within two (2) Business Days of bit.bio notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by bit.bio's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day following the day on which bit.bio notified the Customer that the Goods were ready; and
 - (b) bit.bio shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 10.4** If ten (10) Business Days after the day on which bit.bio notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, bit.bio may terminate the contract, resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods. You will not be refunded if you fail to take delivery. This clause shall also be read, together with clause 6.2 above.

11. Instalments

- 11.1** bit.bio may deliver the Goods by instalments, which may be invoiced and paid for separately. Each instalment shall constitute a separate contract unless otherwise agreed between bit.bio and the Customer. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

12. Price of goods and delivery charges

- 12.1** The prices of the Goods will be as quoted on our site at the time you submit your order.
- 12.2** Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
- 12.3** The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 12.4** The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process before you confirm your order.

13. Invoice

- 13.1** In respect of Goods, bit.bio shall invoice the Customer at the time of the Order.

- 13.2** In respect of Services, bit.bio shall invoice the Customer in advance of the provision of Services.
- 13.3** In respect of Goods and Services, bit.bio shall invoice the Customer in advance of the provision of Goods and Services.
- 13.4** In respect of Goods and Services and delivery of Deliverables, bit.bio shall invoice the Customer in advance of the provision of Goods and Services and delivery of Deliverables or as agreed between bit.bio and the Customer in writing.

14. Payment

- 14.1** You can pay for the Goods using a debit card, credit card or by bank transfer. The cards that we accept are as shown to you at check-out.
- 14.2** Payment for Goods and all applicable delivery charges are in advance.
- 14.3** Time for payment shall be of the essence of the Contract.
- 14.4** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by bit.bio to the Customer, the Customer shall, on receipt of a valid VAT invoice from bit.bio, pay to bit.bio such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods or both, as applicable, at the same time as payment is due for the supply of the Services or Goods.
- 14.5** If the Customer fails to make a payment due to bit.bio under the Contract by the due date, then, without limiting bit.bio's remedies under clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 14.5 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 14.6** bit.bio may at any time, set off any liability of the Customer to bit.bio against liability of bit.bio to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract. If the liabilities to be set off are expressed in different currencies, bit.bio may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by bit.bio of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

15. Our warranty for the goods and services

The Customer is responsible for ensuring that the Goods and / or Services purchased are fit for the Customer's particular contemplated purpose (whether or not such use is known to bit.bio).

Goods

- 15.1** We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.
- 15.2** Subject to you storing, using and handling the Goods in accordance with our instructions and user manual, we provide a warranty that on delivery (i) for cell products, a period of twelve (12) months from delivery and (ii) for media kit products, a period of 6 months from the date of manufacture, the Goods shall:
- (a) subject to clause 15.3, conform in all material respects with their description; and
 - (b) be free from material defects in design, material and workmanship.
- 15.3** Subject to clause 15.4, if:
- (a) you give us notice in writing within two (2) weeks of delivery and in the case of latent defects, immediately upon discovery, that some or all of the Goods do not comply with the warranty set out in clause 15;
 - (b) we are given a reasonable opportunity of examining the Goods; and
 - (c) we ask you to do so, you return the Goods to us at your cost,
- we will, at our option, replace the defective Goods, or refund the price of the defective Goods in full.
- 15.4** We will not be liable for breach of the warranty set out in clause 15 if:
- (a) you make any further use of the Goods after giving notice to us under clause 15.3;
 - (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
 - (c) you alter the Goods without our written consent;
 - (d) the defect arises as a result of wilful damage, negligence, or abnormal storage, handling or working conditions; or
 - (e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 15.5** We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 15.2 to the extent set out in this clause 15. No breach of warranty claim may be made by you outside of the warranty period as expressed in clause 15.2.
- 15.6** Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

- 15.7** These Terms also apply to any replacement Goods supplied by us to you.
- 15.8** You will indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach, negligent performance or failure or delay in performance of the Terms by you.
- 15.9** These Conditions and bit.bio's Combined Limited Use License and Statement of Use shall apply to any replacement Goods supplied by bit.bio.
- 15.10** Except as provided in this clause 15, bit.bio shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 15.2.

Services

- 15.11** bit.bio shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 15.12** bit.bio shall use all reasonable endeavours to meet any performance dates for the Services specified in the relevant order confirmation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 15.13** bit.bio reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and bit.bio shall notify the Customer in any such event.
- 15.14** bit.bio warrants to the Customer that the Services will be provided using reasonable care and skill.
- 15.15** To the extent that the provision of Services are rendered in accordance with a Service Specification, Deliverables and/or using Customer Materials, the Customer shall indemnify and hold harmless the **Indemnitees** against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Indemnitees arising out of or in connection with any claim made against the Indemnitees for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Indemnitee's use of the Service Specification, Deliverables or Customer Materials. This clause 15.15 shall survive termination of the Contract.
- 15.16** Subject to clause 15.11 and 15.14 above, if the Customer reasonably considers that any part of the Service has not been performed in accordance with this Agreement, it shall notify bit.bio within a reasonable time of becoming aware of the issue, providing

reasonable details of the defect. bit.bio shall investigate the defect and where the Services are found to be defective by bit.bio, bit.bio shall at its own cost re-perform the Services within a reasonable period.

16. Our liability: your attention is particularly drawn to this clause

16.1 References to liability in this clause 16 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

16.2 We only supply the Goods for internal research use by your business, and you agree not to use the Goods for any resale purposes.

16.3 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) any other liability that cannot be limited or excluded by law.

16.4 Subject to clause 16.3, we will under no circumstances be liable to you for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

16.5 Subject to clause 16.3, bit.bio's total liability to the Customer shall not exceed 100% of the price of the Goods or Services or Goods and Services (as the case may be).

16.6 bit.bio has given commitments as to compliance of the Goods and Services with relevant specifications. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

16.7 The Customer shall indemnify and hold harmless the **Indemnitees** against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Indemnitees arising out of or in connection with any claim made against the Indemnitees arising out of the Customer's or the Customer's respective directors, officers, employees, contractors and agents, breach

or negligent performance or delay or failure in performance of this Contract except to the extent that it arises in whole or in part due to the Indemnitees' negligent, wilful misconduct, or unlawful act.

16.8 This clause 16 shall survive termination of the Contract.

17. Termination

17.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven (7) days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (d) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; or
- (e) you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (f) there is a change of control of your business.

17.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

17.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

18. Consequences of termination

18.1 On termination of the Contract:

- (a) the Customer shall immediately pay to bit.bio all of bit.bio's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, bit.bio shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all bit.bio materials (if any) and any Deliverables or Goods which have not been fully paid for at the Customer's cost. If the

Customer fails to do so, then bit.bio may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

19. Force Majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations under the Contract, if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly.

19.1 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- (c) If the period of delay or non-performance continues for three (3) months, the party not affected may terminate the Contract by giving thirty (30) days' written notice to the affected party. For the avoidance of doubt, a Customer's failure to make timely payment, in terms of the Conditions of this Contract is not considered a Force Majeure event. To cancel please contact us at orders@bit.bio.

20. Notices

20.1 Any notice given under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first-class post or other next working day delivery service, or by email. If by e-mail please use info@bit.bio.

20.2 A notice is deemed to have been received:

- 20.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 20.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- 20.2.3 if sent by email, at 9.00 am the next working day after transmission.

20.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the

case of an email, that such email was sent to the specified email address of the addressee.

- 20.4** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

21. Intellectual property rights

- 21.1** All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by bit.bio.
- 21.2** Upon full payment of bit.bio's invoice for the provision of the Services, bit.bio grants to the Customer, or shall procure the direct grant to the Customer, a worldwide, non-exclusive, royalty-free perpetual licence to copy the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables in its business.
- 21.3** The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 21.2.
- 21.4** The Customer grants to bit.bio a fully paid-up, non-exclusive, worldwide, royalty-free non-transferable sublicensable licence to copy, use and modify any Customer Materials for the term of the Contract for the purpose of providing the Services and Goods Specification to the Customer.
- 21.5** The Customer shall not directly or indirectly, apply for, take out, maintain, or otherwise acquire any Intellectual Property Rights (including patents, utility models or copyright) in any country, on the basis of information obtained by the Customer from bit.bio or its affiliates, or their distributors.

22. Confidentiality and Data Protection

- 22.1** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs including bit.bio Technology or confidential technical information relating to the Goods, except as permitted by clause 22.2.
- 22.2** Each party may disclose the other party's confidential information:
- 22.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with clause 22 of the Contract; and
- 22.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

22.2.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

22.3 This clause 22 shall survive the termination of this Contract.

22.4 Data protection. You agree to be bound by our privacy notice <https://www.bit.bio/privacy>. You agree to adhere to data protection and privacy laws as may be applicable to you and bit.bio.

23. Boiler Plate Provisions

23.1 Assignment and transfer: We may assign or transfer our rights and obligations under the Contract to another entity. You may only assign or transfer your rights or your obligations under the Contract to another person, if we agree in writing.

23.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (signed by our respective authorised representatives).

23.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

23.4 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

23.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

23.6 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms. It does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

23.7 Governing law and jurisdiction. The Contract is governed by English law, and each party irrevocably agrees to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

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