

# Standard Terms and Conditions for the Supply of Goods and Services

Version V03

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The Customer's attention is particularly drawn to the provisions of clause 2.1 (bit.bio's Combined Limited Use License and Statement of Use) and clause 11 (Limitation of liability).

## 1. Interpretation

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

### 1.1 Definitions:

**bit.bio or Bit Bio Limited:** Bit Bio Limited registered in England and Wales with company number 10466798.

**bit.bio's Combined Limited Use License and Statement of Use: the combined limited use license and statement of use<sup>1</sup> on bit.bio's website<sup>2</sup> as amended from time to time.**

**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 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 16.8.

**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.

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<sup>1</sup> *Combined Limited Use License and Statement of Use*

<sup>2</sup> <https://www.bit.bio>

**Customer:** the person or firm who purchases the Goods or Services or Goods and Services from bit.bio.

**Customer Materials:** has the meaning given in clause 3.2.

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

**Delivery Location:** has the meaning given in clause 4.2.

**Force Majeure Event:** has the meaning given to it in clause 15.

**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, trade marks 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 out in the Customer's purchase order form, 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 8.3.

**Warranty Period:** has the meaning given in clause 5.1.

## 1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (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, include, 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.

## **2. Basis of contract**

- 2.1** The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions and bit.bio's Combined Limited Use License and Statement of Use.
- 2.2** The Order shall only be deemed to be accepted when bit.bio issues a written acceptance of the Order (such as, by way of a sales order confirmation), at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3** 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 as terms to these Conditions.
- 2.4** These Conditions and bit.bio's Combined Limited Use License and Statement of Use shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5** Any quotation given by bit.bio shall not constitute an offer and is only valid for a period of 60 days from its date of issue unless otherwise stated in that specific quotation or extended in writing by bit.bio.
- 2.6** All terms in 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.
- 2.7** 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.

- 2.8** 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.
- 2.9** 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.
- 2.10** 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.
- 2.11** 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.
- 2.12** 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.
- 2.13** 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 2.13 shall not give rise to liability of bit.bio in relation to such accident or incident.

### **3. Goods**

**3.1** The Goods are described in bit.bio's catalogue or the Goods Specification.

**3.2** 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 3.2 shall survive termination of the Contract.

**3.3** bit.bio reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and bit.bio shall notify the Customer in any such event.

### **4. Delivery of Goods**

**4.1** 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.

**4.2** 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.

- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 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.
- 4.5 If bit.bio fails to deliver the Goods, its liability shall be limited to the price of the Goods. bit.bio shall have no liability for any failure to deliver the Goods to the extent that such failure 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.
- 4.6 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).
- 4.7 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.
- 4.8 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.

## 5. **Quality of Goods**

- 5.1 Subject to the Customer storing, using and handling the Goods in accordance with bit.bio's instructions and user manual, bit.bio warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:

- (a) conform in all material respects with their description or the Goods Specification (as the case may be);
- (b) be free from material defects in design, material and workmanship.

**5.2** Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to bit.bio during the Warranty Period within two (2) weeks of receipt of the Goods, or in the case of latent defects, immediately upon discovery, of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) bit.bio is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by bit.bio) returns such Goods to bit.bio's place of business,

bit.bio shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full.

**5.3** bit.bio shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow bit.bio's oral or written instructions or guidance as to the storage, handling or use of the Goods;
- (c) the defect arises as a result of bit.bio following any design or specification supplied by the Customer;
- (d) the Customer alters such Goods without the written consent of bit.bio;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

**5.4** Except as provided in this clause 5, bit.bio shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

**5.5** These Conditions and bit.bio's Combined Limited Use License and Statement of Use shall apply to any replacement Goods supplied by bit.bio.

## **6. Title and risk**

**6.1** The risk in the Goods shall pass to the Customer on completion of delivery.

## **7. Supply of Services**

**7.1** bit.bio shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

**7.2** 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.

**7.3** 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.

**7.4** bit.bio warrants to the Customer that the Services will be provided using reasonable care and skill.

**7.5** 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 7.5 shall survive termination of the Contract.

## **8. Customer's obligations**

**8.1** The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in either or both the Service Specification and the Goods Specification are complete and accurate;
- (b) co-operate with bit.bio in all matters relating to the Services;

- (c) provide bit.bio with such information and materials as bit.bio may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) 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
- (e) comply with any additional obligations as set out in the Service Specification or the Goods Specification or both.

**8.2** 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 8.2; 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.

**8.3** 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.

## **9. Charges and payment**

**9.1** The price for Goods:

- (a) shall be the price set out in the Order or, if no price is quoted, the price set out in bit.bio's published price list as at the date of the order; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

- 9.2** The charges for Services shall be calculated on a time and materials basis:
- (a) the charges shall be calculated in accordance with bit.bio's fee rates, as set out in bit.bio's published price list or the Order (as the case may be).
- 9.3** bit.bio reserves the right to:
- (a) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to bit.bio that is due to:
    - (i) any factor beyond the control of bit.bio (including foreign exchange fluctuations, increases in taxes and duties, fees or charges imposed by public authorities, and increases in labour, materials and other manufacturing costs);
    - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
    - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give bit.bio adequate or accurate information or instructions in respect of the Goods.
- 9.4** In respect of Goods, bit.bio shall invoice the Customer on or at any time after completion of delivery.
- 9.5** In respect of Services, bit.bio shall invoice the Customer in advance of the provision of Services.
- 9.6** In respect of Goods and Services, bit.bio shall invoice the Customer in advance of the provision of Goods and Services.
- 9.7** 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.
- 9.8** The Customer shall pay each invoice submitted by bit.bio:
- (a) within thirty(30) days of the date of the invoice; and
  - (b) in full and in cleared funds to a bank account nominated in writing by bit.bio, and
- time for payment shall be of the essence of the Contract.
- 9.9** 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.

- 9.10** 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 12, 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 9.10 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%.
- 9.11** 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.

## **10. Intellectual property rights**

- 10.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by bit.bio.
- 10.2** 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.
- 10.3** The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.
- 10.4** 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.
- 10.5** 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.

## **11. Limitation of liability**

- 11.1** The limits and exclusions in this clause reflect the insurance cover bit.bio has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 11.2** References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.3** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 11.4** Subject to clause 11.3, 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).
- 11.5** This clause 11.5 sets out specific heads of excluded loss:
- (a) subject to clause 11.3, clause 11.5(b) excludes specified types of loss.
  - (b) The following types of loss are wholly excluded:
    - (i) loss of profits;
    - (ii) loss of sales or business;
    - (iii) loss of agreements or contracts;
    - (iv) loss of anticipated savings;
    - (v) loss of use or corruption of software, data or information;
    - (vi) loss of or damage to goodwill; and
    - (vii) indirect or consequential loss.
- 11.6** bit.bio has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. 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.

**11.7** 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. This clause 11.7 shall survive termination of the Contract.

**11.8** Clause 11 shall survive termination of the Contract.

## **12. Termination**

**12.1** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its 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 its 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
- (b) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

**12.2** Without affecting any other right or remedy available to it, bit.bio may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Customer.

**12.3** Without affecting any other right or remedy available to it, bit.bio may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and bit.bio if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes

subject to any of the events described in clause 12.1, or bit.bio reasonably believes that the Customer is about to become subject to any of them.

### **13. Consequences of termination**

#### **13.1** 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.

**13.2** Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

**13.3** Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

### **14. Confidentiality**

**14.1** 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 14.2.

**14.2** Each party may disclose the other party's confidential information:

- (a) 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 14 of the Contract; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**14.3** 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.

**14.4** This clause 14 shall survive the termination of this Contract.

## **15. 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 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. 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.

## **16. General**

### **16.1 Assignment and other dealings**

- (a) bit.bio may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

### **16.2 Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
  - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):  
Bit Bio Limited: info@bit.bio
- (b) Any notice shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the third Business Day after posting; or
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**16.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 16.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

**16.4 Waiver.**

- (a) Except as set out in clause 2.7, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**16.5 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.

**16.6 Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties in relation to its subject matter. In the event of any conflict between these 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.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party

agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- 16.7 Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 16.8 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 16.9 Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 16.10 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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