

TERMS AND CONDITIONS FOR THE SUPPLY OF STORAGE SERVICES

(V2.3 August 2024)

1 INTERPRETATION

THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE CONDITIONS.

1.1 Definitions

Affiliate: any person(s) which (i) Controls the relevant other person; or (ii) is Controlled by such relevant other person; or (iii) is Controlled by such person(s) as is referred to in (i), but only whilst such person(s) so Controls or is so Controlled.

Applicable Laws: any applicable law, enactment, regulation, and regulatory policy, guideline, requirement and industry code of any applicable governmental, regulatory, supervisory or other competent authority (including good practice codes).

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

Conditions: these terms and conditions as amended from time to time in accordance with clause 2.

Contract: the contract between Biofortuna and the Customer for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the person who purchases the Services from Biofortuna.

Customer default: has the meaning set out in clause 4.3

Fees: the fees payable by the Customer for the supply of the Services in accordance with clause 6 (Fees).

Order: the Customer's order for Services as set out in the Customer's written acceptance of Biofortuna's Project Proposal, Project Plan, Quote, Storage Request Form, Sample Retrieval Request Form or Sample Destruction Request Form, as the case may be or as otherwise accepted by Biofortuna pursuant to clause 2.3.

Sample: includes any biological material, chemical reagent or consumable or other material or sample passed to Biofortuna by or on behalf of Customer for storage in accordance with the Contract.

Services: the Services supplied by Biofortuna to the Customer as set out in the Project Proposal, Project Plan, Quote, Storage Request Form, Sample Retrieval Request Form or Sample Destruction Request Form, as the case may be

Supplier: Biofortuna Limited registered in England and Wales with company number 06514391 (Biofortuna). NorthGene™ and Cryoniss™ are trading names of Biofortuna.

1.1 In these Conditions, unless the context requires otherwise:

- 1.1.1 any headings to any clauses in these Conditions are included for convenience only and will have no effect on the interpretation of the Conditions
- 1.1.2 a reference to a **party** includes that party's personal representatives, successors and permitted assigns;
- 1.1.3 a reference to legislation (including any subsidiary legislation) includes any modification, amendment, extension, consolidation, re-enactment and/or replacement of such legislation in force from time to time
- 1.1.4 a reference to a **person** includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.1.5 any words that follow **includes** and **including** or any similar words and expressions will be construed as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words;

1.1.6 a reference to **writing** or **written** includes any method of reproducing words in a legible and non-transitory form, including email; and

1.2 If there is a conflict between the Conditions and the Order, the Conditions will prevail unless the Order references any specific provision in the Conditions which it is amending following written agreement of the parties that the amendment in the Order is amending only that specific provision and only with respect to Services performed pursuant to such Order. If there is a conflict between the Conditions and the Storage Terms or the Order and the Storage Terms, the Storage Terms shall prevail.

2 APPLICATION OF THESE CONDITIONS

2.1 These Conditions apply to and form part of this Contract between Biofortuna and Customer. They supersede any previously issued terms and conditions of purchase or supply relating to the Services. Each Order by Customer to Biofortuna will be an offer to purchase Services subject to these Conditions only and the Order shall form part of this Contract in addition to these Conditions. No terms or conditions endorsed on, delivered with, or contained in Customer's purchase conditions, order, confirmation of order, specification or other document will form part of this Contract, except to the extent that the parties otherwise agree in writing.

2.2 Except as in accordance with these Conditions, no variation of these Conditions or to an Order be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each party.

2.3 Biofortuna may accept or reject an Order at its discretion. An Order will not be accepted, and no binding obligation to supply any Services will arise, until the earlier of:

2.3.1 Biofortuna written acceptance of the Order; or

2.3.2 Biofortuna performing the Services or notifying Customer that they are ready to be performed (as the case may be).

2.4 Biofortuna have the right to reject any Sample at its discretion and will quarantine any such sample and contact Customer.

3 SERVICES

3.1 An Order will specify the details of the Services to be provided

3.2 Biofortuna will use reasonable endeavours to provide the Services for the period required

3.3 The Services will be deemed performed on completion of the performance of the Services and submission of a written report if specified in the Order.

3.4 Biofortuna will use its reasonable endeavours to meet estimated times for performance, but any such times are approximate only, and are driven by procedures to ensure Sample integrity and adherence to all Applicable Laws in England. Time shall not be the essence of the Contract relating to any Services.

3.5 Biofortuna will not be liable for any delay in or failure of performance caused by Customer's failure to:

3.5.1 provide the Sample(s) as agreed; or

3.5.2 provide Biofortuna with adequate instructions for performance or otherwise relating to the Services.

3.6 Sample Management procedures and requirements are set out in **Schedule 1** to these Conditions, which forms part of these Conditions

4 CUSTOMER OBLIGATIONS

4.1 Customer warrants that:

4.1.1 it will comply at all time with all Applicable Laws as they apply to the Samples;

4.1.2 all Samples have the necessary and relevant permits, consents and ethical permissions;

4.1.2 it will comply with the terms of this Agreement;

4.1.3 it will maintain all authorisations and all other approvals, permits and authorities from any applicable governmental, regulatory, supervisory or other competent authority as are required by Customer from time to time to perform its obligations under or in connection with this Contract;

- 4.1.4 It will act at all times in a transparent manner and with integrity as regards the information it provides concerning the Samples or in connection with the provision of the Services generally, such as, but not limited to the provision of risk assessments pursuant to clause 4.1.6 below and the provision of information pursuant to clause 4.1.7 below;
 - 4.1.5 Samples will require no more than biological containment level 1 or 2: Biofortuna cannot take containment level 3 or 4 and, subject to clause 7.2, will have no liability for any losses arising from Samples requiring containment greater than level 1 or 2;
 - 4.1.6 it will make available any risk assessment made by Customer in respect of a Sample on Biofortuna reasonable request; and
 - 4.1.7 it has provided Biofortuna with all relevant, full and accurate information as to Customer's business and needs.
- 4.2 Customer will indemnify, and keep indemnified, Biofortuna from and against any losses (including but not limited to any direct or indirect consequential losses, loss of profit, loss of reputation and all interest and penalties), damages, liability, costs (including legal and other professional fees) and expenses incurred by Biofortuna as a result of or in connection with:
- 4.2.1 Customer's breach of any of Customer's obligations under this Contract;
 - 4.2.2 Samples not complying with all Applicable Laws;
 - 4.2.3 Any failure of the Customer to follow any laws, instructions, rules, guidance, advice or requirement in relation to the Services or any of them set out, provided or mandated by Biofortuna.
- 4.3 If Biofortuna is delayed or hindered in providing any Services as a result of any breach, delay or failure by Customer to perform any of its obligations under this Agreement (**Customer Default**) then, notwithstanding any other rights or remedies which are available to Biofortuna pursuant to this Agreement or otherwise, Biofortuna may charge Customer its fees for:
- 4.3.1 any time incurred as a result of such delay, hindrance or breach (including any wasted time for which Biofortuna had anticipated that its or their personnel would provide Services pursuant to an Order but become unable to provide the Services at that time as a result of Customer's act or omission) and;
 - 4.3.2 any time that Biofortuna were going to incur in providing the Services, in addition to the time we actually incur in providing the Services.
- 4.4 Customer will have in place contracts of insurance with reputable insurers to cover its obligations under these Conditions. On request, Customer will supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable.

5 RISK AND RESPONSIBILITY FOR SAMPLES

- 5.1 Responsibility for any Sample will remain with Customer until Biofortuna confirms receipt and acceptance of it. Biofortuna will not be liable for any damage or destruction of a Sample prior to its receipt or acceptance of it.
- 5.2 Subject to clause 7.6 of these Conditions, Biofortuna shall be responsible for the provision of the Services only. The Customer shall be responsible for any decision or implementation by the Customer and its employees, agents and other contractors relating to any advice, recommendation or course of action that we propose in the provision of the Services, and, subject to Clause 7.2 of these Conditions, we shall have no liability for the results of such decision or implementation.
- 5.3 Subject to clauses 3.7, 5.2 and 7.6 of these Conditions, Biofortuna will indemnify, and keep indemnified, Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Customer as a result of or in connection with Biofortuna breach of any of Biofortuna obligations under this Contract relating to the Sample Storage Services.

6 FEES

- 6.1 Customer will pay Biofortuna the applicable Fees. The Fees are quoted exclusive of any applicable VAT, which VAT is payable in addition by Customer.

- 6.2 Biofortuna may reasonably increase the Fees at any time by giving Customer not less than 20 Business Days' written notice and with immediate effect by written notice to Customer and Customer's written approval where there is an increase in the direct cost to Biofortuna of supplying the relevant Services which is due to any factor beyond the control of Biofortuna. Any such increase will apply to any Services to be performed on or after the date of the applicable notice.
- 6.3 Biofortuna may invoice Customer on or prior to the commencement of the Services.
- 6.4 Customer will pay all invoices in cleared funds within 30 days of the date of each invoice.
- 6.5 Where sums due under these Conditions are not paid in full by the due date Biofortuna may, without limiting its other rights, charge interest on such unpaid sums at 5% a year above the base rate of the Bank of England from time to time in force. In the event the Bank of England base rate is 0% or lower then the applicable interest shall be 5%. Such interest will accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment. Biofortuna may remove any discounted rates applied to Customer from the unpaid invoices and from future invoices.
- 6.6 Customer will pay all sums that it owes to Biofortuna under this Contract without any set-off, counterclaim, deduction or withholding of any kind, except where Customer is required by law to make such deduction or withholding, in which event Customer will in addition pay to Biofortuna such amount as will result in the net amount received by Biofortuna being equal to the amount which would have been received by Biofortuna had no such deduction or withholding been made.
- 6.7 Biofortuna may set-off under this Contract any liability which it has or any sums which it owes to Customer under this Contract or under any other contract which Biofortuna has with Customer.
- 6.8 Any deposit paid by the Customer for any Services shall be non-refundable.

7 LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 7.1 The extent of the parties' liability under or in connection with this Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will be as set out in this **clause 7**.
- 7.2 Nothing in this Contract limits any liability which cannot legally be limited including liability for:
- 7.2.1 death or personal injury caused by negligence;
 - 7.2.2 fraud or fraudulent misrepresentation;
 - 7.2.3 any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
- 7.3 Subject to **clauses 7.2** and **7.4**, a party shall not be liable under the Contract for any:
- 7.3.1 loss of profits;
 - 7.3.2 loss of sales or business;
 - 7.3.3 loss of agreements or contracts;
 - 7.3.4 loss of anticipated savings;
 - 7.3.5 loss of use or corruption of software, data or information;
 - 7.3.6 loss of or damage to goodwill;
 - 7.3.7 indirect or consequential loss;
- 7.4 The limitations of liability set out in clause 7.3 will not apply in respect of any indemnity given under this Contract.
- 7.5 Subject to clause 7.2, Biofortuna shall have no liability if the Services or any of them differ from the description in the Order or as otherwise agreed by the Parties as a result of any change made to ensure they comply with applicable statutory or regulatory requirements.
- 7.6 Subject to clause 7.2 the total liability of Biofortuna to the Customer, including its liability for any indemnity given by Biofortuna under this Contract shall not exceed a sum equal to the total Fees paid by the Customer to Biofortuna in the 12 months preceding the Customer's claim.

- 7.7 Notwithstanding the total liability set out in clause 7.6, in the event that the Customer would like to extend the limitation of liability in clause 7.6 then the Customer shall notify Biofortuna who may then accept an extended liability to a level agreed in writing prior to the Contract being entered into, upon payment by the Customer of the cost of a single insurance premium (if such an insurance policy is available).

8 CONFIDENTIALITY

- 8.1 Both parties (each a **Disclosing Party** and a **Recipient** as the context requires) will keep confidential all Confidential Information of the other party and will only use the same as required to perform the Contract. The provisions of this clause 8.1 will not apply to:
- 8.1.1 any information which was in the public domain prior to its disclosure or having been made available by the Disclosing Party;
 - 8.1.2 any information which comes into the public domain other than as a consequence of any breach of this Contract or any related agreement by the Disclosing Party;
 - 8.1.3 any information which is independently developed by the Recipient without using or reference to any information supplied by the Disclosing Party; or
 - 8.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract, but then in each case only to the extent of making such required disclosure, provided that before a party discloses any such information, the party will (to the extent permitted by law) give the impacted party as much prior notice of the requirement for and contents of such disclosure as is practicable.
- 8.2 Neither party will make any public announcement or disclose any information regarding the Contract, except to the extent required by Applicable Law or other disclosure required by listing authorities or in the course of diligence being performed under confidentiality by any prospective investor.
- 8.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

9 FORCE MAJEURE

- 9.1 Subject to clause 9.3 below, a party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure.
- 9.2 If, due to Force Majeure, a party:
- 9.2.1 is or will be unable to perform a material obligation; or
 - 9.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or a total of more than 30 days in any consecutive period of 60 days;
- the other party may, within 30 days, terminate this Contract on immediate notice.
- 9.3 Clause 9.1 of these Conditions shall not apply to the Customer's obligation to pay Fees.

10 TERMINATION

- 10.1 Either party may terminate this Contract at any time by giving the other party not less than three month's written notice. Customer acknowledges that three months is sufficient time to find an alternative arrangement.
- 10.2 Biofortuna may terminate this Contract immediately upon written notice to Customer if the Customer has failed to pay any amount due under this Contract on the due date and such amount remains unpaid within 60 days after Biofortuna has given notification to Customer that the payment is overdue.
- 10.3 Either party may terminate this Contract immediately upon written notice to the other party if:
- 10.3.1 the other party commits a material breach of Contract and such breach is not remediable;
 - 10.3.2 the other party commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 30 days of receiving written notice of such breach;
 - 10.3.3 any consent, licence or authorisation held by a party is revoked or modified such that the party is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled;

- 10.3.4 a party stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so or is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the other party reasonably believes that to be the case, or becomes the subject of a company voluntary arrangement under the Insolvency Act 1986, or has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income, or has a resolution passed for its winding up, or Customer has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it, or is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced, or has a freezing order made against it, or is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items, or is subject to any events or circumstances analogous to those in this clause 10.3.4 in any jurisdiction;
- 10.3.5 a party takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clause 10.3.4, including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 10.4 The right of a party to terminate this Contract pursuant to clause 10.3.5 will not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 10.5 If Customer becomes aware that any event has occurred, or circumstances exist, which may entitle Biofortuna to terminate the Contract under this clause 10, it will immediately notify the Biofortuna in writing.
- 10.6 Termination or expiry of this Contract will not affect any accrued rights and liabilities of the parties at any time up to the date of termination.
- 10.7 On termination or expiry of this Contract Biofortuna, where applicable, will return the Samples to Customer, subject to the Sample Storage Terms, at Customer's expense (including and Biofortuna arrangement and administration fees).
- 10.8 The following will continue to be enforceable notwithstanding the expiration or termination of this Contract:
- 10.8.1 Clauses 3.7, 4.2, 5.2, 6 (to the extent of any unpaid Fees and Services provided post such expiry or termination), 7, 8, 13 and 14; and
- 10.8.2 any clauses of this Contract not listed in clause 10.8.1 which expressly or impliedly have effect after termination; and
- 10.8.3 any clauses of this Contract reasonably required for the interpretation of the clauses referred to in clauses 10.8.1 and/or 10.8.2.
- 10.8 Biofortuna may terminate this Contract in the event it considers (acting reasonably) that the actions of Customer are to the detriment of Biofortuna such that it puts at risk Biofortuna reputation by association with Customer.

11 NOTICES

- 11.1 Any notice given by a party under this Contract will:
- 11.1.1 be in writing and in English;
- 11.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
- 11.1.3 be sent to the relevant party at the address set out in the Order.
- 11.2 Notices may be given, and are deemed received:
- 11.2.1 by hand (including by courier): on receipt of a signature at the time of delivery;
- 11.2.2 by post: at 9.00 am local time of the recipient on the fourth Business Day after posting; and
- 11.2.3 by email, except for a notice to terminate the Contract: at the time of sending as evidenced by the sender's computer system.
- 11.3 Any change to the contact details of a party as set out in this Contract will be notified to the other party in accordance with clause 11.1 and will be effective:

11.3.1 on the date specified in the notice as being the date of such change; or

11.3.2 if no date is so specified, four Business Days after the notice is deemed to have been received.

11.4 This clause 11 does not apply to notices given in legal proceedings or arbitration.

12 MISCELLANEOUS

12.2 The rights and remedies provided in this Contract for Biofortuna only are cumulative and not exclusive of any rights and remedies provided by law.

12.3 Unless stated otherwise, references to times of the day in the Contract are to the time in London, England.

12.4 Customer will at the request of Biofortuna, and at Customer's own cost, do all acts and execute all documents which are necessary to give full effect to this Contract.

12.5 This Contract constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

12.6 Each party acknowledges that it has not entered into this Contract in reliance on, and will have no remedies in respect of any representation or warranty that is not expressly set out in the Contract. No party will have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract. Nothing in this Contract purports to limit or exclude any liability for fraud.

12.7 No variation of this Contract will be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, Biofortuna.

12.8 Customer may not assign any right or obligation under this Contract, in whole or in part, without Biofortuna prior written consent, such consent not to be unreasonably withheld or delayed, provided, however, without requiring such consent, either party may assign this Contract to any of its Affiliates or in connection with the transfer or sale of all or substantially all of its assets or business or of the assets to which the Contract refers.

12.9 Notwithstanding clause 12.7 Customer may perform any of its obligations and exercise any of its rights granted under this Contract through any Affiliate provided that it gives Biofortuna prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. Customer acknowledges and agrees that any act or omission of its Affiliate in relation to Customer's rights or obligations under this Contract will be deemed to be an act or omission of Customer itself.

12.10 The parties are independent persons and are not partners, principal and agent or employer and employee and this Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties will have, nor will represent that they have, any authority to make any commitments on the other party's behalf.

12.11 If any provision of this Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question will apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties will negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

12.12 No failure, delay or omission by Biofortuna in exercising any right, power or remedy provided by law or under this Contract will operate as a waiver of that right, power or remedy, nor will it preclude or restrict any future exercise of that or any other right, power or remedy.

12.13 No single or partial exercise of any right, power or remedy provided by law or under this Contract by Biofortuna will prevent any future exercise of it or the exercise of any other right, power or remedy by Biofortuna.

12.14 Customer will pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Contract (and any documents referred to in it).

12.15 A person who is not a party to the Contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of t this Contract.

13 GOVERNING LAW

This Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England.

14 JURISDICTION

The parties irrevocably agree that the courts of England will have jurisdiction to settle any dispute or claim arising out of, or in connection with, this Contract, its subject matter or formation (including non-contractual disputes or claims), save that nothing will prevent either party from seeking injunctive relief or enforcing a judgment of the English courts in any appropriate jurisdiction.

SCHEDULE 1 – SAMPLE MANAGEMENT follows on the next page

SCHEDULE 1 – SAMPLE MANAGEMENT

1. Sample Delivery

- 1.1 Before Samples are delivered, Customer will send Biofortuna a Storage Request Form by email. Should Customer fail to send a Storage Request Form, a fee to cover additional employee time may be charged by Biofortuna to Customer.
- 1.2 A Storage Request Form is a Biofortuna document that captures the requirements of the Sample storage being requested .
- 1.3 Customer warrants that Samples will be delivered to Biofortuna in good condition, clearly labelled, easily identifiable and stored in appropriate biological containers suitable for the Sample type and temperatures at which Samples will be stored.
- 1.4 Customer is responsible for complying with all Applicable Laws relating to the import and export of the Samples.
- 1.5 Biofortuna have absolute discretion to reject Samples that, in Biofortuna reasonable opinion, do not conform with paragraph 1.3 of this Schedule 1. Any Samples so rejected by Biofortuna may be returned to Customer at Customer's cost. A fee to cover additional employee time spent identifying Samples that do not comply with paragraph 1.3 of this Schedule 1 may be charged by Biofortuna.
- 1.6 Biofortuna will not be liable for incorrect deposition or retrieval of Samples delivered in poorly legible vials.
- 1.7 Samples must be deposited at the Location of Services between 8am and 4pm. Where Samples are deposited outside of these hours, Biofortuna will charge an additional fee in accordance with hourly rates in place at that time.

Once delivered, Biofortuna will confirm safe receipt of the applicable Samples by email to Customer. Samples will then be manually checked and, if they comply with paragraph 1.3 of this Schedule 1, they will be stored away in secure locations and logged onto Biofortuna laboratory inventory system. Upon completion of such Sample logging, Biofortuna will confirm acceptance of the Samples. Ensuring Sample integrity will always determine the speed at which this process can be undertaken, and should this be a prolonged process, e.g. due to Sample numbers, all such Samples will be securely stored in a temperature-monitored storage unit. Acceptance of a Sample by Biofortuna is not an acknowledgement that such Sample is necessarily viable.

2. Sample Acceptance and Risk

- 2.1 Should a Sample, in Biofortuna reasonable opinion and prior to placement in storage, be compromised upon inspection by Biofortuna, risk will remain with Customer and Biofortuna may return or dispose of such compromised Sample following Customer's written approval.
- 2.2 Once a Sample has been accepted, if that Sample is regulated under:
 - 2.2.1 the Human Tissue Act 2004, Biofortuna will take responsibility for that Sample under Biofortuna applicable licence, subject to paragraph 2.4 below.
 - 2.2.2 The Medicines for Human Use (Clinical Trials) Regulations 2004 and European Medicines Agency reflection paper for laboratories carrying out clinical analysis), Biofortuna Services will manage these samples under the principles of Good Clinical Practice, subject to paragraph 2.4 below.
 - 2.2.3 The Genetically Modified Organisms (Contained Use) Regulations 2014, Biofortuna Services will take responsibility for Genetically Modified Organisms class 1 and 2 under Biofortuna applicable licence, subject to paragraph 2.4 below.
 - 2.2.4 Article 23 of Regulation (EC) No. 1069/2009 and Animal By-Products Enforcement (England) Regulations 2013 (ABPE),Biofortuna will, subject to paragraph 2.4 below store the Sample in accordance with its licence obligations.
- 2.3 Prior to Customer providing Biofortuna with any Sample that requires a particular licence, Biofortuna will have the right to carry out a paper-based, or on-site, audit of Customer's premises to confirm Customer's compliance with Applicable Laws. Biofortuna may perform additional audits with 2 weeks' prior notice. Any audit fees, expenses or ongoing support will be charged directly to Customer.
- 2.4 Biofortuna reserves the right to retain Sample(s) (and to charge Customer for such additional storage) where Customer does not have an appropriate quality management system in place.

- 2.5 Customer agrees that Biofortuna responsibilities will be limited solely to the adequate management, storage and transport of a Sample consistent with the facilities used by Biofortuna at the date of this Contract.
- 2.6 Biofortuna will not have visibility of the source of any Samples. Customer is responsible for ensuring that Biofortuna storage of Samples in accordance with this Contract in no way breaches any other contractual agreements that Customer may have. Biofortuna accepts no liability for any loss that Customer may suffer arising from the compliance with, or breach of, any other contractual agreements that Customer may have relating to the Samples.
- 2.7 Customer will have the right to carry out a paper-based, or on-site, audit of Biofortuna premises to confirm Biofortuna compliance with Applicable Laws once per calendar year. Customer will provide an audit plan 2 weeks in advance of the audit. Biofortuna will respond within 20 working days to Customer's written report of audit observations. Customer may perform additional for cause audits with 2 weeks' prior notice.
- 2.8 Biofortuna will have in place insurance covering: Public liability; Product and Service liability; Product and Service Professional liability; Employers' liability; Property and Business Interruption; Directors' & Officers' Liability; Corporate Legal Liability, Employee Dishonesty and Cyber Security.

3. Sample Return

- 3.1 Customer will inform Biofortuna in writing not less than one month prior to the end of the Performance Period (and accordingly after either Party has terminated the Contract pursuant to clause 10.1 of the Conditions) or within 10 Business Days following receipt of Biofortuna written notice pursuant to clause 10.2 or 10.3 of the Conditions or within 10 Business Days following Customer sending Biofortuna written notice pursuant to clause 10.3 of the Conditions to notify Biofortuna whether it wishes to:
 - 3.1.1 have the Samples returned to Customer at Customer's risk and expense (including and Biofortuna arrangement and administration fees); or
 - 3.1.2 have Biofortuna dispose of the Samples at Customer's risk and expense.
- 3.2 If Customer requests to have the Samples returned then Biofortuna shall return the Samples, though Biofortuna shall not be bound to return the Samples to any specific timescale of Customer but shall do so as soon as it is reasonable able to do so.
- 3.3 If Customer fails to inform Biofortuna relating to the Samples in accordance with paragraph 3 above, then Biofortuna will have the option of:
 - 3.3.1 continuing to store the Samples at Biofortuna then current rates; or
 - 3.3.2 returning the Samples to Customer at Customer's risk and expense (including and Biofortuna arrangement and administration fees); or
 - 3.3.3 disposing of the Samples at Customer's risk and expense,Customer will be liable for storage charges until the Samples are returned to Customer or disposed of by Biofortuna.
- 3.4 Should the Performance Period come to an end and Customer has failed to collect the Samples, Biofortuna may arrange for the Samples to be couriered to Customer at Customer's expense (including and Biofortuna arrangement and administration fees), or to continue to store the Samples and to charge for such storage at Biofortuna then current rates.
- 3.5 Biofortuna will have the right to refuse to release Samples to a third person, if in Biofortuna reasonable opinion that third person is not suitable to transport such Sample(s), and Customer will then be liable to pay for storage at Biofortuna then current rates until such time as a suitable replacement third person collects such Samples.
- 3.6 In any event, Biofortuna will have no liability for the Samples once they been collected by or on behalf of Customer (including by a courier arranged by Biofortuna) or, if earlier, from the date which Biofortuna has notified Customer they will be ready for collection.

4. Sample Destruction

- 4.1 Should the Customer request Biofortuna dispose of any samples, the Customer will submit a Disposal Form request, clearly outlining the Sample details to enable Biofortuna to identify and arrange disposal of the correct Samples.

- 4.2 Biofortuna will complete a two-person check of the Samples, and gain Biofortuna management approval before authorising the release of the Samples for disposal to an approved waste courier or broker.
- 4.3 Biofortuna will ensure the Samples are appropriately autoclaved and incinerated via approved suppliers.
- 4.4 Biofortuna will provide the Customer with paperwork to confirm that Samples have been appropriately disposed of.
- 4.5 In any event, Biofortuna will have no liability for the Samples or regulatory paperwork once they have been collected by or on behalf of Customer, including by a courier arranged by Biofortuna.