Terms and Conditions of Sale

These Terms and Conditions of Sale ("Terms and Conditions") shall apply to all Purchase Orders, Quotations and Project Briefs (all hereinafter defined) placed by the Client with BioIVT, LLC or its Affiliates (hereinafter defined) ("BioIVT") on or after the Effective Date. Client's placement of a Purchase Order, Quotation or Project Brief with BioIVT constitutes Client's acceptance of these Terms and Conditions. All references to "BioIVT" contained herein shall be deemed references to BioIVT, LLC and its Affiliates.

1. DEFINITIONS

1.0.1 "Affiliate" shall refer, with respect to a particular party or other entity, another person or entity that controls, is controlled by or is under common control with such party or other entity; where, for the purposes of this definition, the term "control" shall refer to the ownership of no less than fifty-one percent (51%) of the voting stock of such entity.

1.0.2 "Ancillary Material" shall refer to materials that come into contact with a therapeutic product during the manufacturing process, but are not intended to be in the final product, including culture media and growth factors, among other biological and non-biological components.

1.0.3 "Applicable Law" means all applicable laws and regulations governing the collection, handling, storage, banking, transport, transfer, use, disposal, import or export of Materials, Clinical Data, Client Goods and Client Confidential Information, including laws, regulations and guidelines governing data protection and privacy (including Data Protection Laws).

1.0.4 "CCPA" the California Consumer Privacy Act, Cal. Civ. Code §1798.100 et seq., as amended by the California Privacy Rights Act, along with its implementing regulations. References in Section 13 (Data Protection & Privacy) to "Business", "Sale", "Sharing" and "Third Party" have the meanings given in the CCPA.

1.0.5 "Client Personnel" means those employees or other authorized representatives of the Client who need to process the Products in order to conduct their work in connection with the Products.

1.0.6 "Clinical Data" shall refer to any and all clinical or research information about the individual from whom the Materials were originally obtained, or about the Materials themselves, and may include (without limitation) health conditions and treatments, medical history, family history, diagnostic information, pathology and autopsy information, demographic information that may include race, ethnicity or other relevant sensitive data, and any other data that accompanies the Materials or is set out in a Project Brief, a PO, the Specifications and/or a Quotation.

1.0.7 "Controller", "Data Subject", "process" and "processing" as defined in Data Protection Laws.

1.0.8 "Data" shall refer to any and all deliverables expressly set forth in a Project Brief, including without limitation, Reports and Results.

1.0.9 "Data Protection Laws" shall refer to, as applicable: (a) the UK GDPR; (b) the EU GDPR; (c) the CCPA; (d) any other international, U.S. federal, state, regional and/or local laws relating to data protection, privacy, data security or the processing of Shared Personal Data that are applicable to either party's performance under these Terms and Conditions; (e) any amendments or successor legislation to (a), (b), (c) or (d); and (f) any guidance, security requirements and/or codes of practice issued by relevant data protection, supervisory or other competent regulatory authority(ies).

1.0.10 "DOJ Final Rule" means the U.S. Department of Justice Final Rule entitled "Preventing Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons," 90 Fed. Reg. 1636 (Jan. 8, 2025), to be codified at 28 C.F.R. Part 202.

1.0.11 "Effective Date" shall refer to the earlier to occur of the date of the Quotation, Purchase Order or Project Brief.

1.0.12 "EU GDPR" shall refer to the General Data Protection Regulation ((EU) 2016/679) and any applicable national data protection laws made under or pursuant thereto.

1.0.13 “EU SCCs” shall refer to the European Commission’s standard contractual clauses for the transfer of personal data from the EEA to third countries (module 1), as set out in the annex to Commission Implementing Decision 2021/914 and which are an integral part of these Terms and Conditions and are incorporated herein by reference.

1.0.14 “Experimental Reagents” shall refer to any and all research materials supplied by the Client to BioIVT, including but not limited to antibodies, cell lines, therapeutic agents and test compounds.

1.0.15 “Fresh GMP Leukopak” shall refer to mononuclear cells (MNCs) collected from a closed-loop leukapheresis collection and supplied at ambient temperature to customers as raw material for further manufacturing or processing (FFM or FFP) in a GMP environment, without further manipulation or cryopreservation (addition of cryoprotectant media).

1.0.16 “Human AB Serum” shall refer to serum derived from plasma or whole blood obtained from healthy male donors with an AB blood type, used as media/reagent in the biological research field, providing nutrients, vitamins and necessary growth factors in cellular culture and as quality control in IVD devices.

1.0.17 “Materials” shall refer to any and all animal and human biological materials, including without limitation, tissue, tissue derivatives, cell lines, blood, blood derivatives, primary cells, biofluids, and tissue microarrays.

1.0.18 “PADFAA” means the Protecting Americans’ Data from Foreign Adversaries Act of 2024, 15 U.S.C. § 9901.

1.0.19 “Personal Data” and “Personal Data Breach” as defined under Data Protection Laws and includes similarly defined terms or concepts in Data Protection Laws, including (as applicable) “personal information”, “data breach” and “security breach”.

1.0.20 “Products” shall refer to Materials and Clinical Data, and any associated Shared Personal Data.

1.0.21 “Project Brief” (“PB” and sometimes also called a Work Plan or Statement of Work) shall refer to any written document setting forth the technical and scientific specifications for the Services to be performed by BioIVT that has been accepted by BioIVT.

1.0.22 “Quotation” shall refer to any written document setting forth the details of Materials or Products to be provided by BioIVT that has been accepted by BioIVT.

1.0.23 “Reports” shall refer to any and all final compilations of data, results or information titled “Report” that arise from BioIVT’s performance of the Services.

1.0.24 “Results” shall refer to experimental data and any and all information arising from BioIVT’s performance of the Services, and expressly excludes any and all Confidential Information or IP rights belonging to BioIVT.

1.0.25 “SCCs” means, as applicable, the executed EU SCCs and/or the executed the UK SCCs.

1.0.26 “Services” shall refer to any and all services rendered by or on behalf of the Client by BioIVT as set forth in more detail in the applicable Project Brief.

1.0.27 “Shared Personal Data” means, as applicable: (a) pseudonymized data that is contained within, or relates to, the Materials and/or Clinical Data, as set out in (as applicable) POs, Quotations or PB, and which the Client shall only use as expressly permitted under these Terms and Conditions; and (b) Personal Data relating to BioIVT’s personnel (including, without limitation, directors, officers, employees, agents, contractors and consultants) who the Client interacts with in relation to, or in connection with, the Services and/or these Terms and Conditions including (without limitation) their name, job title, contact details and picture/photo.

1.0.28 “Specifications” shall refer to: (a) with respect to Services, the technical or scientific requirements applicable to the Services as set forth on a PB that is accepted by BioIVT; and (b) with respect to Materials or Products, the requirements applicable to the Materials or Products as set forth on a Quotation or PO that is accepted by BioIVT.

1.0.29 “Term” shall refer to the term of these Terms and Conditions, which shall commence on the Effective Date and terminate on the third (3rd) anniversary of the Effective Date.

1.0.30 "UK GDPR" shall refer to: (a) the Data Protection Act 2018; and (b) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

1.0.31 "UK SCCs" shall refer to the Information Commissioner's Office's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B1.0) (utilising the EU SCCs) and which is an integral part of these Terms and Conditions and is incorporated herein by reference.

2. ETHICS & COMPLIANCE

2.0.1 BioIVT warrants that any and all of its activities under these Terms and Conditions shall be in compliance with all Applicable Laws. BioIVT biospecimens are obtained according to varying levels of consent and IRB (Institutional Review Board) involvement. The Client is responsible for selecting the specific consent level that complies with the Client's research requirements.

2.0.2 The Client represents and warrants that it will comply with all Applicable Laws in connection with any and all of its activities under these Terms and Conditions, including, without limitation, all laws and regulations pertaining to: (a) economic and trade sanctions (including, without limitation, those administered and enforced by the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the European Union and its member states, and HM Treasury of the United Kingdom); (b) the U.S. Food and Drug Administration ("FDA"); (c) export and import controls (including, without limitation, those administered and enforced by the U.S. Department of Commerce and the European Union and its member states); and (d) the prevention of corruption, bribery, and money laundering (including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and the UK Bribery Act 2010). The Client represents and warrants that it is not designated on, and is not owned or controlled by, affiliated with or acting on behalf of any person or entity listed on, the OFAC Specially Designated Nationals and Blocked Persons List, the Entity List, or any other list of restricted or denied parties maintained by the U.S. Departments of Treasury, Commerce, or State, or any similar list maintained by a non-U.S. governmental authority.

2.0.3 The Client represents and warrants that, in connection with any and all of its activities under these Terms and Conditions, it shall not, directly or indirectly:

(a) pay, give, offer, or promise to pay, give, or offer money or anything of value to any Government Official[1] or foreign political party, or to any other person at the request of, or with the acquiescence of, a Government Official or foreign political party, in order to: (i) influence any act or decision of such Government Official or foreign political party in his, her, or its official capacity; (ii) induce such Government Official or foreign political party to do or omit to do any act in violation of his, her, or its lawful duty; (iii) secure any improper advantage; or (iv) induce such Government Official or foreign political party to use his, her, or its influence with a government or any department, instrumentality, or agency thereof to affect or influence any act or decision of such government, department, instrumentality, or agency;

(b) give, offer, or promise any financial or other advantage to any person with the intention of influencing any person (who need not be the recipient of the advantage) to perform his or her function improperly, or where the acceptance of such advantage would itself be improper;

(c) request, agree to receive, or accept any financial or other advantage, where such advantage would itself be improper or likely to influence the recipient in the performance of his or her role;

[1] For the purposes of these Terms and Conditions, "Government Official" shall mean (i) any officer or employee of, or any individual acting in an official capacity for or on behalf of, (a) a foreign government, or any department, instrumentality, or agency thereof; or (b) a public international organization, or any department, instrumentality, or agency thereof; (ii) any foreign political party official or candidate for foreign political office; or (iii) any officer or employee of, or any individual acting in an official capacity for or on behalf of, an entity that is wholly or partially state-owned or -controlled.

(d) take any other action that would result in a violation of the FCPA, the UK Bribery Act 2010, or any other law or regulation prohibiting corruption, bribery, or money laundering; or

(e) incorporate the Materials in the manufacture of a product or therapy, or otherwise use the Product, in a way that is not authorized by the FDA or similar regulatory bodies.

3. RESEARCH USE

3.0.1 THE CLIENT SHALL NOT USE ANY MATERIALS OR CLINICAL DATA OBTAINED FROM BIOIVT FOR ANY USE THAT IS IN CONTRAVENTION OF APPLICABLE LAW OR INFORMED CONSENT.

EXCEPT AS OTHERWISE PROVIDED IN THE PARAGRAPHS DIRECTLY BELOW THIS PARAGRAPH:

(A) THE MATERIALS SUPPLIED BY BIOIVT, OR ANY OF MATERIAL ISOLATED FROM THE MATERIALS, ARE FOR IN VITRO RESEARCH USE ONLY;

(B) THE CLIENT SHALL NOT USE ANY MATERIALS OR CLINICAL DATA OBTAINED FROM BIOIVT AS A SOURCE OF MATERIAL FOR CLINICAL THERAPIES. Human and animal Material may be used in vivo in animals that are not used for human consumption.

3.0.2 The Client shall not transfer any Materials or Clinical Data to any third party without prior written consent from BioIVT. Notwithstanding the foregoing, the Client may make such a transfer to a Client Affiliate so long as such transfer is: (a) solely for use in a manner consistent with this Section 3 (Research Use) and Section 13 (Data Protection & Privacy); (b) not for valuable consideration; and (c) not to any Affiliate that is a "foreign adversary" or "controlled by a foreign adversary," in each case as such terms are defined in PADFAA. The Client will comply with all Applicable Law with respect to the handling and use of the Materials and Clinical Data.

3.0.3 The Client shall not engage in any transaction or series of transactions over a twelve (12) month period involving the sale, provision of access to, or similar commercial transaction involving any Data or Clinical Data supplied to the Client under this Agreement that includes the personal health data of more than 10,000 U.S. individuals, the biometric identifiers or human 'omic data of more than 1,000 U.S. individuals, or the human genomic data of more than 100 U.S. individuals, regardless of whether such Data are anonymized, pseudonymized, de-identified or encrypted, with any Country of Concern or with: (a) a foreign entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Countries of Concern or persons described in subsection; (b) hereof, or that is organized or chartered under the laws of, or has its principal place of business in, a Country of Concern; (c) a foreign entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more persons described in subsections (a), (c), (d) or (e) hereof; (c) a foreign individual who is an employee or contractor of a Country of Concern or of an entity described in subsections (a), (b) or (e) hereof; (d) a foreign individual who is primarily a resident in the territorial jurisdiction of a Country of Concern; or (e) any person, wherever located, determined by the Attorney General to be a Covered Person (each, (a)-(e), a "Covered Person," as that term is used in the DOJ Final Rule. For the avoidance of doubt, this prohibition also applies to any transactions with Client Affiliates that are Covered Persons.

3.0.4 For purposes of these Terms and Conditions, the terms "Country of Concern" or "Countries of Concern" shall mean the People's Republic of China (including Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela, including in each case any political subdivision, agency, or instrumentality thereof, and any other country designated as a "Country of Concern" pursuant to the process set forth in the DOJ Final Rule.

3.0.5 The Client may use cryopreserved leukopaks and Fresh GMP Leukopaks as a source material for further manufacturing or further processing into in vivo therapies that are being studied in clinical trials, provided that use is in accordance with Applicable Law, including, but not limited to, the Federal Food Drug & Cosmetic Act (21 USC 301, et seq.,) and regulations and final guidance promulgated by the FDA thereunder, and similar laws of countries or jurisdictions other than the United States.

3.0.6 The Client may use Human AB Serum as an Ancillary Material in the manufacture of human biotherapies, provided that use is in accordance with Applicable Law, including, but not limited to, the Federal Food Drug & Cosmetic Act (21 USC 301, et seq.,) and regulations and final guidance promulgated by the FDA thereunder; however, the Client shall not us Human AB Serum as a raw material or source material for the manufacture of such biotherapies.

3.0.7 The Client acknowledges that it bears exclusive responsibility for preparing any regulatory filings or submissions, including any applicable investigational new drug or device applications, or amendments thereto, to ensure the Client's compliance with Applicable Law and these Terms and Conditions.

3.0.8 The Client acknowledges that it bears exclusive responsibility for the cost and execution of any recalls of Client's products and determining the necessity of any such recall. The Client shall not transfer any Materials and Clinical Data to any third party without prior written consent from BioIVT; unless such transfer is to an Affiliate of the Client for use in a manner consistent with this Section 3 (Research Use) and Section 13 (Data Protection & Privacy) and is not for valuable consideration. The Client will comply with all Applicable Law with respect to the handling and use of the Materials and Clinical Data.

3.0.9 The Client will not seek to identify any individual related to the Materials. If the Client inadvertently identifies any individual Donor included in the collection of Materials, the Client will neither record the identity of the Donor nor share the identification of that individual with any other person, nor will the Client attempt to contact the individual him/herself. The Client will inform BioIVT as soon as reasonably practicable, giving reasonable detail of the circumstances under which this occurred, but shall not disclose the identity of the Donor with BioIVT without BioIVT's authorized, signed written consent.

3.0.10 Clients who purchase Material derived from Göttingen Minipigs are specifically prohibited from using such Material for breeding, genetic engineering, cloning or any other type of reproduction or propagation purposes with the aim of generating liveborn offspring.

4. PURCHASE ORDERS

Purchase orders ("PO") may be used to acquire Products or Services from BioIVT. A PO may be placed in any commercially reasonable manner the parties determine is appropriate, including via facsimile or e-mail. Each PO will indicate the Products or Services, and any appropriate Specifications related thereto, quantity, price, total purchase price, shipping instructions, requested delivery dates, appropriate billing and shipping addresses, and any other special instructions. All POs are subject to acceptance by BioIVT. In the event of any conflict between the terms of any PO and these Terms and Conditions, these Terms and Conditions shall govern the rights and obligations of the parties.

5. QUOTATIONS

All purchases of Products, and where appropriate certain purchases of Services, shall be set forth in separate Quotations which shall be agreed to in writing by all parties. Each Quotation shall be subject to these Terms and Conditions. To the extent that any Quotation conflicts with or is inconsistent with these Terms and Conditions, these Terms and Conditions shall govern and control the rights and obligations of the parties. Each Quotation shall be separate and distinct from all other Quotations. Neither party shall have any obligation to enter into any Quotation.

6. PROJECT BRIEFS

6.0.1 Purchases of Services shall be set forth in separate Project Briefs ("PB"), which shall be agreed to in writing by all parties. BioIVT, subject to Section 7 (Performance), shall use reasonable commercial efforts to complete all Services in accordance with the applicable PB. Each PB shall be subject to these Terms and Conditions. To the extent that any PB conflicts with or is inconsistent with these Terms and Conditions, these Terms and Conditions shall govern and control the rights and obligations of the parties. Each PB shall be separate and distinct from all other PB. Neither party shall have any obligation to enter into any PB.

6.0.2 The Client may provide BioIVT with Experimental Reagents, Materials, Clinical Data ("Client Goods"), or Client's Confidential Information for use in the Services. The Client represents and warrants that it has all necessary consents, permits, rights, and licenses in Client Goods and Client Confidential Information required by Applicable Law to provide such Client Goods and Client Confidential Information to BioIVT for the purpose of BioIVT providing Products and performing the Services. Further, the Client shall comply with all Applicable Law to provide such Client Goods and Client Confidential Information to BioIVT. Nothing in these Terms and Conditions shall be deemed to grant BioIVT a license to such Client Goods or Client Confidential Information except as reasonably necessary for the performance of the Services.

BioIVT shall exercise reasonable care in handling any such Client Goods or Client Confidential Information and shall, at the Client's request, return or destroy any Client Goods remaining in BioIVT's possession upon completion of the Services, to the fullest extent permitted by Applicable Law. The Client shall ensure that Client Goods do not contain any Personal Data.

7. PERFORMANCE

7.0.1 BioIVT shall provide all Services with all reasonable skill and care using suitably qualified and experienced personnel.

7.0.2 All BioIVT obligations set forth in these Terms and Conditions shall be subject to the following: BioIVT shall not carry out such obligations where: (a) the relevant Services would lead to a conflict of interest with BioIVT's preexisting contractual or legal obligations; (b) necessary Materials and Clinical Data are unavailable; or (c) BioIVT is prevented from doing so by any reason outside of its reasonable control, including breach of these Terms and Conditions by the Client.

7.0.3 Either party may cancel any PO, Quotation or PB at any time by providing no less than thirty (30) days prior written notice to the other party. Any such cancellation by BioIVT shall be without penalty, and their sole obligation shall be to return any advance payment paid by the Client. BioIVT shall retain the right to suspend performance of any PO, Quotation or PB or require adequate assurance satisfactory to BioIVT when, in its sole opinion, reasonable grounds exist for such action. In case of cancellation or termination by the Client of a PO, Quotation or PB which is signed and in effect, BioIVT shall retain any advance payments and the Client shall compensate BioIVT for all and any Products already collected, prepared or provided or any Services that BioIVT has already performed prior to such cancellation or termination.

7.0.4 BioIVT shall not guarantee any favorable or useful result arising from the performance of any Services or provision of Products and Data.

7.0.5 Materials shall: (a) conform in all material respects with Specifications; and (b) be free from material defects.

8. PAYMENTS

8.0.1 BioIVT's list prices are subject to change without prior notice to the Client. Prices quoted by BioIVT shall be firm for sixty (60) days after the date of the PO, Quotation or PB unless otherwise agreed upon in writing by the Parties. BioIVT may, by giving notice to the Client at any time up to ten (10) business days before delivery, increase the cost set out in an invoice to reflect any increase in costs due to: (a) any factor beyond BioIVT's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labor, materials, manufacturing and shipping costs); (b) any request by the Client to change the delivery date(s), quantities or types of Material ordered, or the Specification; or (c) any delay caused by any Client instructions or the Client's failure to give BioIVT adequate or accurate information or instructions.

8.0.2 Payment by the Client shall be due no later than thirty (30) days of receipt of each invoice. The Client shall pay all applicable sales tax, including any and all value added tax, shipping, import or export duties, customs fees and freight charges. Interest shall be payable, calculated on a daily basis, on any overdue payments, at the maximum rate allowed by law. The Client shall not assert any credit, set-off or counterclaim against BioIVT to justify withholding payment of any such amount in whole or in part. The method of payment shall be separately agreed by both parties hereto.

8.0.3 The parties agree that all payments made hereunder are for the Services, Products or Data, and are not for the Materials or Clinical Data themselves.

9. DELIVERY

All Products and Data transferred to the Client will be shipped CIP Shipping Point (as defined by the International Chamber of Commerce Incoterms 2010). All delivery dates are best estimates possible based on current and anticipated conditions. BioIVT shall not be liable for any loss, damage or claim by the Client arising out of failure to meet an estimated delivery date. BioIVT shall keep the Client reasonably apprised of the availability and estimated delivery dates of such Products and Data.

10. OWNERSHIP & IP

10.0.1 All right and title to the Products (excluding Shared Personal Data) and Data (but excluding, in either case, BioIVT's IP Rights (as defined herein), shall pass to the Client upon delivery in accordance with Section 9 (Delivery) of these Terms and Conditions, and subject to receipt by BioIVT of full payment of all associated BioIVT invoices.

10.0.2 Each party shall remain the absolute and unencumbered owner of any intellectual property rights owned by or otherwise in the possession of that party at the earlier of the Effective Date of these Terms and Conditions or the date of signature of the relevant PO, Quotation or PB, including without limitation, any know-how, trade secrets, copyrights, trademarks, patent applications, and patents (hereinafter, "IP Rights"). BioIVT IP Rights shall include but not be limited to, all intellectual property rights of all Affiliates of BioIVT, including, without limitation, specifically the BClear technology licensed by Qualyst Transporter Solutions, LLC. As between the parties, the Client shall own any invention to the extent that it is first reduced to practice by BioIVT during the course of the Services, but solely to the extent that such invention incorporates either the Client's IP Rights or the Client's Confidential Information; provided that: (a) the Client shall not be granted any ownership rights, licenses, title or any other rights in or to any BioIVT rights to the extent that such rights relate to any BioIVT IP Rights, which include, but are not limited to any method, process, assay, software, source code, information, analyses or other technology or know-how used by BioIVT in its own business; and (b) the Client shall not assert or seek to assert against BioIVT or its other clients any such right to the extent it would preclude BioIVT from: (i) providing its Services to third parties; or (ii) freely utilizing BioIVT IP Rights. Except as set forth above, all IP Rights which arise in the performance of Services automatically vest in BioIVT. Save as otherwise expressly stated herein, no rights, licenses or obligations are granted by or to be implied by these Terms and Conditions. Nothing in these Terms and Conditions shall be deemed to grant the Client any license to practice any BioIVT IP Rights.

10.0.3 The Client acknowledges and agrees that these Terms and Conditions do not apply to the BClear technology, which is licensed under a separate end user agreement. For terms relating to the BClear technology, please refer to the specific end user license agreement provided with the BClear product.

11. ACCEPTANCE

The Client shall accept any Products or Data that comply with the Specifications set forth in any Quotation, PO or PB accepted by BioIVT. The Client may reject any Products or Data that do not conform to the Specifications. To properly reject any Products or Data, the Client shall deliver written notice of its intent to reject the Products within seven (7) business days of receipt of the applicable Products, and the Data within thirty (30) days of receipt of the applicable Data, together with a written indication of the basis for such rejection. If such notice is not delivered within the specified period of time, any such Products or Data shall be deemed accepted by the Client. For any Products or Data properly rejected hereunder, the Client shall be entitled to return the Products or Data, in reasonable good condition, at the Client's expense, for replacement by BioIVT. This shall be the Client's sole and exclusive remedy for BioIVT's breach of Section 7.0.5 (Performance).

12. CONFIDENTIALITY

12.0.1 The parties shall take all steps reasonably necessary to hold the other party's Confidential Information in trust and shall not use such Confidential Information for any purpose other than that expressly stated in these Terms and Conditions; nor shall either party disclose the Confidential Information belonging to the other party to any third party without the prior written consent of the disclosing party. Each party shall destroy or return all Confidential Information belonging to the other party no later than thirty (30) days after the last date of the Term, except that each party may retain one copy of the Confidential Information of the other party for legal or administrative purposes only.

12.0.2 "Confidential Information" shall refer to any information provided to either party by the other pursuant or relating to these Terms and Conditions that is identified by the disclosing party as confidential or proprietary or that is reasonably identifiable under the circumstances of disclosure by the receiving party as confidential, other than any information which: (a) has been published or comes into the public domain other than by breach of these Terms and Conditions by the recipient; (b) is known to the recipient prior to the date of disclosure as evidenced by written records; (c) is disclosed to the recipient by a third party having the legal right to make such disclosure; or (d) is developed by the recipient, independently of these Terms and Conditions. The receiving party may disclose Confidential Information belonging to the

disclosing party solely to the extent required by any Applicable Law or competent authority ("Legal Compliance"), to which the receiving party is subject, provided the receiving party gives the disclosing party a reasonable opportunity to oppose, limit or seek confidential treatment with regard to such required disclosure. Information disclosed for Legal Compliance shall nonetheless be considered Confidential Information subject to the protections of this provision.

13. DATA PROTECTION & PRIVACY

13.0.1 For the purposes of Data Protection Laws, BioIVT is an independent Controller and a Business with respect to Shared Personal Data, and the Client is an independent Controller, Business or Third Party. To the extent that the Client is considered a Third Party under Data Protection Laws, the Client's receipt of Shared Personal Data does not constitute the Sale or Sharing of Shared Personal Data. Shared Personal Data is, and remains, the Confidential Information of BioIVT. Each party shall perform its obligations under this Section 13 (Data Protection & Privacy) and Data Protection Laws at its own cost. If the Client is, or has reason to believe that it may be, in breach of any of its obligations under this Section 13 (Data Protection & Privacy) and/or any Data Protection Laws, it shall notify BioIVT immediately. The Client shall maintain complete and accurate records and information to demonstrate its compliance with this Section 13 (Data Protection & Privacy) and allow for audits by BioIVT or BioIVT's designated auditor where required.

13.0.2 The Client shall: (a) comply with all the obligations imposed on it under these Terms and Conditions and Data Protection Laws in relation to Shared Personal Data; (b) assist BioIVT in complying with all applicable requirements of Data Protection Laws in relation to Shared Personal Data, including, without limitation, using the Shared Personal Data only in accordance with these Terms and Conditions and Data Protection Laws; (c) not use any Shared Personal Data or BioIVT Confidential Information within AI models or AI systems, including to train such AI models or AI systems; (d) establish, comply with, and maintain a comprehensive cybersecurity program (including appropriate technical, organizational, physical and administrative security measures) to safeguard Shared Personal Data from unauthorized access, use or disclosure; unauthorized, unlawful, or accidental loss, destruction, acquisition, or damage; and against all other unauthorized forms of processing (including as required pursuant to, and set out in, these Terms and Conditions and Data Protection Laws) and to safeguard the integrity, confidentiality and availability of Shared Personal Data; and (e) not transfer any Shared Personal Data outside the UK, EEA or Switzerland unless it ensures that: (i) the transfer is to a country approved under Data Protection Laws as providing adequate protection; (ii) there are appropriate safeguards or binding corporate rules in place pursuant to Data Protection Laws; (iii) it otherwise complies with its obligations under Data Protection Laws by providing an adequate level of protection to Shared Personal Data that is transferred; or (iv) one of the derogations for specific situations in Data Protection Laws applies to the transfer.

13.0.3 In the event of a Personal Data Breach related to Shared Personal Data processed by the Client, the Client shall: (a) notify BioIVT without undue delay (and within 24 hours, or sooner if practicable) after becoming aware of such Personal Data Breach; and (b) continue to comply with its obligations set forth in this Section 13 (Data Protection & Privacy). Notice must be given to BioIVT's key contact/contact point referred to in Section 13.0.10, as well as by phone and email to BioIVT's contact person identified in Section 25 (Notices). The Client shall cooperate in good faith with BioIVT to determine and take any actions that may be necessary to remedy or mitigate the effects of a Personal Data Breach, and promptly restore all Shared Personal Data processed by the Client and that is subject to a Personal Data Breach including (without limitation) with respect to any investigation and/or remedy of and/or communications concerning the Personal Data Breach.

13.0.4 The Client shall limit access to the Products and processing of the Products to Client Personnel. The Client shall require all Client Personnel to sign an agreement with the Client obligating them to maintain the confidentiality of the Products in accordance with these Terms and Conditions. The Client shall: (a) ensure that Client Personnel who have access to and/or process Shared Personal Data have undertaken training on Data Protection Laws relating to the handling of the Products and how it applies to their particular duties; and (b) take reasonable steps to ensure the reliability, integrity and trustworthiness of and conduct background checks consistent with applicable law on Client Personnel with access to Shared Personal Data.

13.0.5 The parties shall immediately suspend the processing of Shared Personal Data in the following instances (a) any change(s) in Data Protection Laws which prevent either party from fulfilling all or part of its obligations under this Section 13 (Data Protection & Privacy); (b) the Client is, or BioIVT reasonably believes the Client is, in breach of its obligations in this Section 13 (Data Protection & Privacy); or (c) the Client notifies BioIVT that it is unable to comply with its obligations

under this Section 13 (Data Protection & Privacy). The suspension shall remain in place until the processing complies with (as applicable) the new requirements and/or this Section 13 (Data Protection & Privacy). If the parties are unable to bring the processing of Shared Personal Data into compliance within 28 (twenty-eight) days and without prejudice to the termination rights set out in these Terms and Conditions and the SCCs, BioIVT may terminate these Terms and Conditions on written notice to the Client without further liability or penalty. Without prejudice to any termination rights in these Terms and Conditions or SCCs, any material breach of any Data Protection Laws or this Section 13 (Data Protection & Privacy) by the Client shall, if not remedied within 7 (seven) days of written notice from BioIVT, give grounds for BioIVT to terminate these Terms and Conditions with immediate effect and without further liability or penalty.

13.0.6 The Client acknowledges that BioIVT may limit the Client's access to any Products that include Sensitive Personal Data of U.S. Persons to the extent BioIVT determines, in its sole discretion, that the provision of such data would be inconsistent with any legal or regulatory requirement applicable to BioIVT, including without limitation PADFAA and the DOJ Final Rule. "Sensitive Personal Data" has the meaning given to it in the DOJ Final Rule, regardless of whether such data is anonymized, pseudonymized, de-identified, or encrypted, and shall also include "Sensitive Data" as defined in PADFAA. "U.S. Person" has the meaning given to it in the DOJ Final Rule.

13.0.7 In relation to Shared Personal Data relating to the Materials, the Client shall refrain from tracing or identifying the identity of the Data Subjects. In case the Client is legally required to notify the Data Subjects of certain events in relation to Shared Personal Data (such as, but not limited to, the event of certain Personal Data Breaches), the Client shall immediately notify BioIVT of such request and BioIVT shall, to the extent possible, cooperate with the Client to have such information conveyed to the Data Subjects through the Data Subject's physicians. The Client shall not attempt to itself contact any Data Subjects and BioIVT shall not put the Client itself in contact with the Data Subjects. The Client agrees to preserve, at all times, the confidentiality of information pertaining to identifiable Data Subjects.

13.0.8 If a party is required under this Section 13 (Data Protection & Privacy) or the SCCs to provide notice, communication or certification to the other party, or keep the other party informed, such notice, communication, certification or informing shall be provided to the contact points specified in Section 13.0.10.

13.0.9 If the Client is based in a third country for which there is no valid adequacy decision pursuant to Data Protection Laws, the parties shall comply with the SCCs. As required under the SCCs: (a) any information, reports, records, documentation and the like that the Client is required under the SCCs to prepare and maintain shall be made available to BioIVT promptly on request; and (b) if BioIVT receives a request from a Data Subject for a copy of the SCCs, the Client hereby agrees that BioIVT will: (i) make any necessary redactions to the SCCs and Section 13 (Data Protection & Privacy) to protect business secrets or other Confidential Information (to the extent the SCCs permit such redaction); and (ii) provide any required accompanying meaningful summary and reasons for any redactions to the Data Subject. If the Client receives any such request, it shall promptly notify BioIVT and BioIVT shall deal with the request accordingly.

13.0.10 For the purpose of these Terms and Condition and the SCCs, the parties agree as follows:

	UK SCCs	**EU SCCs**
Data Exporter (full legal name/trading name):	BioIVT (as further detailed in (as applicable) POs, Quotations or PB) and any relevant BioIVT Affiliates.	
Data Importer (full legal name/trading name):	The Client (as further detailed in (as applicable) POs, Quotations or PB).	
Data Subject types:	Materials/Clinical Data - Individuals/donors. Data exporter's personnel - directors, officers, employees, agents, contractors and consultants.	
Purposes of transfer/description of transfer:	Provision of the Services and/or Products in accordance with these Terms and Conditions.	
Categories of personal data and/or sensitive data transferred:	Shared Personal Data.	

Frequency of transfer:	Materials/Clinical Data – As further detailed in (as applicable) POs, Quotations or PB. Data exporter's personnel – Ongoing basis.	
Retention period:	In accordance with the Client's bona fide retention policies, provided such are compliant with Data Protection Laws and (where applicable) any informed consents.	
Key contacts/Contact points:	Each party's data protection officer or privacy manager (as detailed in their relevant privacy notices/policies).	
Docking Clause (clause 7):	This optional clause shall not apply.	
Redress (clause 11(a)):	The option set out in this clause shall not apply.	
Supervision (clause 13(a)):	N/A.	The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated below, shall act as competent supervisory authority.
Governing law (clause 17) /Choice of forum and jurisdiction (clause 18):	England and Wales	Clause 17 - Belgium. Clause 18(b) – Belgium.
Table 4: Ending this Addendum when the Approved Addendum changes (UK SCCs only):	Neither party.	N/A.
Competent Supervisory Authority /Commissioner:	The UK's Information Commissioner's Office	Belgian Data Protection Authority
Data importer's technical and organisational measures:	The Client shall, as a minimum: • use encryption technology to protect Shared Personal Data from unauthorized access while at rest and in transit; • routinely back-up and archive Shared Personal Data; • use complex passwords and multi-factor authentication on systems used to store and/or process Shared Personal Data; and • use other reasonable security standards that BioIVT determines are necessary, but in no event less than industry standards, to protect the data centers used to maintain Shared Personal Data, its network, all operating systems and software applications, and all data storage systems and media provided by the Client or its licensors or contractors from being subject to any breach, unauthorized access, or disclosure of Shared Personal Data.	

13.0.11 Notwithstanding anything to the contrary in these Terms and Conditions, in the case of conflict or ambiguity between any provisions in these Terms and Conditions and any provisions in the SCCs, the SCCs shall prevail (but only to the extent of such conflict).

14. HAZARDOUS MATERIALS

PRODUCTS DELIVERED PURSUANT TO THESE TERMS AND CONDITIONS MAY BE EXPERIMENTAL IN NATURE AND HAVE **HAZARDOUS OR UNKNOWN PROPERTIES. BIOIVT MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF THE PRODUCTS OR DATA FOR A PARTICULAR PURPOSE.** The Client agrees that all individuals who handle the Materials on the Client's behalf adhere to *Universal Precautions for the Prevention of Transmission of HIV and other Bloodborne Pathogens* (www.cdc.gov/niosh/topics/bbp/). If the Client provides BioIVT with Experimental Reagents or Materials for use in the Services, the Client shall provide all relevant

information regarding the safety, handling, use, disposal and environmental effects of such Experimental Reagents and Materials.

15. ASSUMPTION OF RISK

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CLIENT SHALL ASSUME ALL LIABILITY FOR DAMAGES OR LOSS THAT MAY ARISE FROM THE CLIENT'S USE, STORAGE, TRANSFER, PROCESSING OR DISPOSAL OF THE PRODUCTS OR DATA. TO THE FULLEST EXTENT PERMITTED BY LAW BIOIVT SHALL NOT BE LIABLE TO THE CLIENT OR ANY OTHER PARTY FOR ANY LOSS, CLAIM OR DEMAND MADE BY OR AGAINST THE CLIENT OR OTHER PARTY, DUE TO OR ARISING OUT OF THE SERVICES OR THE USE OF THE PRODUCTS AND DATA, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BIOIVT. TO THE FULLEST EXTENT PERMITTED BY LAW BIOIVT SHALL NOT BE LIABLE TO THE CLIENT OR ANY OTHER PARTY FOR ANY LOSS, CLAIM OR DEMAND MADE BY OR AGAINST THE CLIENT OR OTHER PARTY, DUE TO OR ARISING OUT OF THE CLIENT GOODS. THE CLIENT SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND BIOIVT, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS INCLUDING ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE CLIENT GOODS.

16. LIMITATION ON LIABILITY

BIOIVT'S LIABILITY TO THE CLIENT FOR ANY CAUSE WHATSOEVER IN RELATION TO ANY PO, QUOTATION OR PB GOVERNED BY THESE TERMS AND CONDITIONS SHALL BE LIMITED TO DIRECT COSTS AND DAMAGES ONLY IN AN AMOUNT NOT EXCEEDING THE TOTAL AMOUNT RECEIVED BY BIOIVT FROM THE CLIENT UNDER THE PARTICULAR PO, QUOTATION OR PB WITH RESPECT TO WHICH THE LIABILITY ARISES. BIOIVT'S MAXIMUM LIABILITY TO THE CLIENT IN RELATION TO THESE TERMS AND CONDITIONS FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO DIRECT COSTS AND DAMAGES ONLY IN AN AMOUNT NOT EXCEEDING THE SUM EQUIVALENT TO THE TOTAL AMOUNT RECEIVED BY BIOIVT FROM THE CLIENT UNDER THESE TERMS AND CONDITIONS. THE PARTIES HEREBY AGREE THAT THE LIMITATIONS CONTAINED HEREIN ARE REASONABLE IN LIGHT OF ALL THE CIRCUMSTANCES. TO THE FULLEST EXTENT PERMITTED BY LAW ALL LIABILITY THAT IS NOT EXPRESSLY ASSUMED BY BIOIVT IN THESE TERMS AND CONDITIONS IS HEREBY EXCLUDED. UNDER NO CIRCUMSTANCES SHALL BIOIVT BE LIABLE TO THE CLIENT FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

17. TERM AND TERMINATION

17.0.1 The term of these Terms and Conditions shall commence on the Effective Date and terminate on the third (3) anniversary of the Effective Date.

17.0.2 If BioIVT reasonably believes any applicable law, rule, regulation, guideline, or order in effect and as amended from time to time ("Applicable Law") or any potential change in or new Applicable Law (including but not limited to H.R.7085, S.3558 ("the BIOSECURE Act"); PADFAA; the DOJ Final Rule; and any regulations and guidance resulting therefrom; or any legislation, rulemaking, or guidance that similarly seeks to restrict use of equipment or services related to, or data or material sharing in or with, certain countries of concern) will: (a) interfere with BioIVT's ability to enter into any contract with or obtain funding from any governmental authority; or (b) interfere with, restrict, or prohibit either parties' ability to be a party to these Terms and Conditions or to perform its obligations under these Terms and Conditions; or (c) otherwise interfere with or negatively impact BioIVT's business to which these Terms and Conditions relate, in each case (a), (b), or (c), BioIVT will have the right to terminate these Terms and Conditions immediately upon written notice to the Client.

18. PUBLICATION

The Client, and any individuals designated by the Client may publish the results of work performed with the Products or Data, except to the extent such results include proprietary data, Shared Personal Data or Confidential Information belonging to BioIVT. The Client shall use reasonable efforts to reference BioIVT as the provider of the Products or Data in any scholarly or industry publication arising from the use of the Products or Data. Notwithstanding, neither party shall use the name, logo, trademark or service mark of the other party, or any variation thereof, for any purpose in advertising, press release, publicity or promotional literature without the prior written consent of the party whose mark is proposed to be utilized.

19. INTEGRATION

These Terms and Conditions, and all POs, Quotations and PBs governed by it, are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersede and merge all prior discussions or proposals between the parties. These Terms and Conditions take precedence over any conflicting terms, including without limitation, terms included on an invoice, PO, Quotation, PB or receipt.

20. INDEPENDENT CONTRACTORS

The relationship between the parties is that of independent contractors. Nothing in these Terms and Conditions shall be interpreted to create a partnership, joint venture or employment relationship. No party may act as an agent of the other party hereunder, except as otherwise provided herein.

21. COUNTERPARTS

Facsimile or PDF electronic signatures shall be accepted as original signatures. Placement of any orders or the transaction of any business by electronic medium shall be subject to these Terms and Conditions. These Terms and Conditions may be executed as two or more counterparts, each of which shall be deemed an original agreement.

22. NO THIRD PARTY BENEFICIARIES

These Terms and Conditions are not enforceable by any person or entity that is not a party to it.

23. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Terms and Conditions to the extent that such failure or delay is caused by an Unforeseen Event. An Unforeseen Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

24. CLIENT'S INSOLVENCY OR INCAPACITY

24.0.1 If the Client becomes subject to any of the events listed in Section 24.0.2, or BioIVT reasonably believes that the Client is about to become subject to any of them and notifies the Client accordingly, then, without limiting any other right or remedy available to BioIVT, BioIVT may cancel or suspend all further deliveries under these Terms and Conditions or under any other PO, PB or Quotation between the Client and BioIVT without incurring any liability to the Client, and all outstanding sums with respect to Products prepared or collected for or Services performed for the Client shall become immediately due.

24.0.2 For the purposes of Section 24.0.1, the relevant events are: (a) the Client files a petition in bankruptcy or for reorganization pursuant to the Federal Bankruptcy Code or any similar state or foreign law; (b) an order is made for the appointment of an administrator to manage the Client's affairs, business and property, or such an administrator is appointed; (c) an order is made for a trustee, receiver or liquidator to be appointed with respect to the Client, or any creditors of the Client has an involuntary petition in bankruptcy filed against it pursuant to the Federal Bankruptcy Code or any similar state or foreign law, and such order or petition shall not be discharged or dismissed within sixty (60) days; (d) the Client is adjudicated as bankrupt or be declared insolvent by court decree, or makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver or receivers over all or any part of its property; (e) an application to a court for protection from its creditors is made by the Client; (f) any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Sections 24.0.2(a) through 24.0.2(e) (inclusive); or (g) the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

25. NOTICES

Subject to Section 13.0.8, any notice required under these Terms and Conditions shall be in writing and shall be delivered by certified mail, return receipt requested; postage prepaid, or guaranteed overnight delivery service to the addresses provided by each party to the other.

26. ASSIGNMENT

The Client shall not assign or transfer these Terms and Conditions without the prior written consent of BioIVT, which shall not be unreasonably withheld. BioIVT may assign or transfer these Terms and Conditions, in whole or in part, to an Affiliate pursuant to a merger, acquisition or sale of substantially all of the assets of the company.

27. SEVERABILITY AND WAIVER

If any provision of these Terms and Conditions shall be void, unlawful or for any reason unenforceable, that provision shall be severed from these Terms and Conditions and, if possible, replaced by a term or provision which, so far as practicable achieves the legitimate aims of the parties. Any provision deemed void, unlawful or for any reason unenforceable shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions. Failure or delay by BioIVT in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of its rights under these Terms and Conditions. Any waiver by BioIVT shall not be deemed a waiver of any subsequent breach.

28. AMENDMENTS

The parties agree that any amendment, revision, waiver or alteration to these Terms and Conditions shall be in writing and signed by both parties. No waiver by either party of any breach of these Terms and Conditions shall be a waiver of any preceding or subsequent breach. No waiver by either party of any right under these Terms and Conditions shall be a waiver of any other right. The parties shall not be required to give advance notice to enforce strict adherence to the terms of these Terms and Conditions.

29. INJUNCTIVE RELIEF

A breach of Sections 3 (Research Use), 10 (Ownership & IP) or 12 (Confidentiality) may result in irreparable and continuing harm to a party for which there may be no adequate remedy at law, and entitles an affected party to seek injunctive relief as well as other and further relief as may be appropriate. The parties agree to submit to the personal jurisdiction of the State of New York and further agree that any relief sought under these Terms and Conditions shall be pursued in either federal or state court in the State of New York.

30. GOVERNING LAW & ARBITRATION

The validity, interpretation and enforcement of these Terms and Conditions shall be governed by the laws of the State of New York without reference to conflict or choice of law provisions. If a dispute arises under or relating to these Terms and Conditions, the parties shall submit the dispute to binding arbitration in the State of New York. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of such arbitration shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses and reasonable attorney fees. Any such arbitration shall be conducted by an arbitrator experienced in scientific research and commercial law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who is employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. Nothing in this Section 30 may be interpreted so as to limit or modify Section 29 (Injunctive Relief). This Section 30 shall not apply to the SCCs.

31. SURVIVAL

Those terms in these Terms and Conditions, which by their nature are intended to continue beyond any termination or expiration of these Terms and Conditions shall survive any such termination or expiration hereof, including without limitation, IP Rights, Confidentiality, Data Protection & Privacy, IP Rights, Payment Obligations, Disclaimers, Indemnification, Governing Law and Limitation of Liability.