Multus Biotechnology Limited
84 Wood Lane, W12 0BZ, UK
VAT: 350776390
Company No.: 12524885
Registered in England and Wales
info@multus.bio

Standard Terms & Conditions of Supply

Last updated: 20 NOV 2026

Customers please note: these Conditions need to be read in conjunction with the Proposal and the Intellectual Property Rights Schedule which are also part of the Contract (as each of those terms are defined below).

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

Applicable Laws means, in relation to a Party's obligations under this Agreement, all applicable laws, statutes and regulations from time to time in force;

Business Day means a day other than a Saturday, Sunday or bank or public holiday in England;

Change means any change, amendment, or alteration to the Services;

Change Control Note means a note which details the impact the proposed Change will have on any part of the Contract, including the reason for the Change, details of the Change proposed, and the cost and timings of such Change, in such format as may be provided by Multus to the Customer from time to time;

Change Control Procedure means the process by which any change to the Services is agreed as set out in clause 6;

Charges means the charges for the Services, as set out in, or calculated or determined in accordance with, the Proposal;

Claims means all demands, claims and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, costs and expenses of any nature whatsoever and all costs and expenses (including legal costs) incurred in connection therewith;

Conditions means these standard terms and conditions which form part of the Contract;

Confidential Information means all information of a confidential nature disclosed (or deemed to have been disclosed) in whatever form by one party or its Representatives to the other party or its Representatives, regardless of the form of disclosure, but shall not include: (a) any information that was known to the Receiving Party before that information was disclosed by the Disclosing Party; (b) any information that is in or subsequently comes into the public domain (through no fault of the Receiving Party); (c) any information that is received by the Receiving Party without restriction on disclosure or use from a Third Party; (d) any information that the Receiving Party can demonstrate is independently developed by any of the Receiving Party's employees who have not had any access to, or use or knowledge of, that information imparted by the Disclosing Party;

Contract means the written contract between the Parties for the supply of bespoke growth media formulation development services, which incorporates these Conditions, the Proposal and the Intellectual Property Rights Schedule.

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Control means the direct or indirect beneficial ownership of more than 50% (or outside of a party's home territory, such lesser percentage as is the maximum permitted level of foreign investment) of the issued shares or securities of the other entity or the legal power to direct or cause the direction of the general management of the other entity in question, or its holding company or parent undertaking, and change of Control shall be construed accordingly;

Customer Intellectual Property means any Intellectual Property that is: (a) owned by (or licensed to) the Customer at the Effective Date; or (b) developed or acquired by, or licensed (other than by Multus) to, the Customer on or after the Effective Date independently of this Contract, and in each case which is required to be used by Multus in order to perform the Services;

Customer Materials means all samples, documents and materials (whether owned by the Customer or provided by a Third Party) required by Multus to provide the Services, as set out in the Proposal;

Customer Technical Information means all technical information and documents (including any of the Customer's proprietary manufacturing processes, specifications, and standard operating procedures) required by Multus to provide the Services, as described in the Proposal;

Decision Point means the point, following completion of a particular Work Package, at which the parties determine, pursuant to clause 4, to proceed with the subsequent Work Packages set out in the Proposal or to Change its scope;

Deliverables means the deliverables to be provided by Multus for the Customer, as set out in the Proposal;

Disclosing Party means the party which discloses (or is deemed to have disclosed) Confidential Information under this Contract;

Effective Date means the date of the Contract;

Force Majeure Event means any act, event, omission or accident beyond the reasonable control of a party, which prevents it from, or delays it in, performing its obligations under this Contract, including, any of the following: (a) acts of God, flood, earthquake, windstorm or other natural disaster; (b) war (or threat of, or preparation for, war), armed conflict (or threat of, or preparation for, armed conflict); (c) imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; (d) terrorist attack, civil war, civil commotion or riot (or the threat of, or preparation for, a terrorist attack, civil war, civil commotion or riot); (e) nuclear, chemical or biological contamination or sonic boom; (f) epidemic or pandemic; (g) fire or explosion; (h) extreme adverse weather conditions; (i) any labour dispute, including, but not limited to, strikes, industrial action or lockouts; (j) non-performance by suppliers or sub-contractors; (k) collapse of building structures; (l) failure of plant machinery, machinery, computers or vehicles; (m) interruption or failure of utility service, including electricity, gas or water; (n) accidental damage or other act; (o) malicious or negligent damage or other act (other than, in each case, by the party seeking to rely on it as a Force Majeure Event); (p) any law or governmental order, rule, regulation or direction; and (q) any action taken by a government or public authority, including a failure to grant a necessary licence or consent or the imposition of an export restriction, import restriction, quota or other restriction or prohibition;

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Indemnitees has the meaning given in clause 10.3;

Intellectual Property means: (a) any rights in and to patents (including patentable inventions), copyright and neighbouring and related rights, trade marks business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and (b) rights in Know-how;

Intellectual Property Rights Schedule means the provisions of the Contract governing Intellectual Property rights, as set out in Schedule 2 of the Contract.

Know-how means all technical information, materials, know-how and data, including inventions (whether patentable or not), discoveries, trade secrets, specifications, instructions, processes, formulae, materials, expertise and other technology applicable to compounds, formulations, compositions, products or to their manufacture, development, registration, use or commercialisation or methods of assaying or testing them or processes for their manufacture, formulations containing them, compositions incorporating or comprising them and including all biological, chemical, pharmacological, biochemical, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing, instructions, processes, formulae, expertise and information, regulatory filings and copies thereof, relevant to the development, manufacture, use or commercialisation of and/or which may be useful in studying, testing, development, production or formulation of products, or intermediates for the synthesis thereof;

Losses means all losses, claims, liabilities, costs, awards, fines, penalties, expenses (including reasonable legal fees and other professional expenses) and damages of any nature whatsoever and whether or not reasonably foreseeable or avoidable;

Party means each of Multus and the Customer, and together Multus and the Customer are the Parties.

Proposal means the proposal issued by Multus to the Customer which is referred to in the Contract and is reproduced in full in Schedule 1 of the Contract;

Receiving Party means the party which receives (or is deemed to have received) Confidential Information under this Contract;

Representatives means the employees, officers, advisers, agents or representatives of a Party;

Services means the bespoke growth media formulation development services to be provided by Multus in individual Work Packages pursuant to this Contract, as described in the Proposal;

Term has the meaning given in clause 15.1;

Third Party means any person other than the parties;

Third Party Claim means any claim, action, demand, allegation or proceedings brought or asserted by a Third Party;

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VAT means value added tax, as defined by the Value Added Tax Act 1994; and

Work Packages means each individual package of work as specified in the Proposal (as may be adjusted by the Change Control Procedure), together comprising the Services.

1.1 In this Contract:

1.1.1 any clause, Schedule or other headings are included for convenience only and shall have no effect on the interpretation of this Contract;

1.1.2 a reference to a Party includes that party's personal representatives, successors and permitted assigns;

1.1.3 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;

1.1.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.1.5 words in the singular include the plural and vice versa;

1.1.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.1.7 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;

1.1.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made from time to time under that legislation; and

1.1.9 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2. MULTUS' OBLIGATIONS

2.1 Multus shall provide the Services using reasonable care and skill and in accordance with the terms of the Contract.

2.2 Multus shall:

2.2.1 ensure that all of its personnel who perform the Services are technically competent and suitably qualified to provide the parts of the Services assigned to them;

2.2.2 keep the Customer reasonably informed during the progress of the Services, in such manner and at such frequency as the parties shall mutually determine;

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2.2.3 obtain and maintain in full force and effect for the duration of this Contract all necessary permits, licences, approvals and authorisations required under Applicable Laws to enable Multus to provide the Services in accordance with this Contract; and

2.2.4 in performing its obligations under this Contract, comply with all Applicable Laws relevant to the provision of the Services.

2.3 Multus shall keep all Customer Technical Information and Customer Materials secure from unauthorised access and use the same only for the performance of the Services.

2.4 Multus shall use reasonable endeavours to provide the Deliverables to the Customer in accordance with the timescales set out in the Proposal. However, the Customer acknowledges that time shall not be of the essence with regard to the performance of the Services and any delays in the provision of the Services will not entitle the Customer to refuse to accept the Services, to claim damages or to terminate the Contract.

2.5 Subject to clause 2.4, any physical products which Multus is required to provide to the Customer as part of the Deliverables shall be delivered by Multus (either by itself or on its behalf by a courier or other delivery service, at Multus' discretion) to the Customer on the date and at the location agreed between the parties.

2.6 The Customer acknowledges that, due to the inherently experimental and/or developmental nature of the Services, Multus is not able to guarantee any specific results nor outputs from the performance of the Services, or the fitness or suitability of any of the Deliverables for any particular purpose, and it shall be the Customer's responsibility to ensure that the Deliverables are suitable for its intended purposes.

2.7 Multus shall not be liable for any failure to provide the Services or any delay in the provision of the Services, or any deficiency in the Services, to the extent that such failure, delay or deficiency arises from any failure of the Customer to provide such information and assistance to Multus when reasonably required (including Customer Materials and/or Customer Technical Information), or from any other act or omission of the Customer or its agents, consultants or subcontractors.

3. CUSTOMER OBLIGATIONS

3.1 The Customer shall co-operate with Multus, and shall provide such assistance to Multus, as may be reasonably required for the proper performance of the Services.

3.2 The Customer shall provide the Customer Technical Information and the Customer Materials to Multus at its own cost and expense, and in a timely manner.

3.3 The Customer shall ensure that:

3.3.1 the Customer Technical Information is accurate and complete;

3.3.2 the Customer Materials comply with any specification set out in the Proposal, are safe for handling and are suitable for use in the performance of the Services.

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3.4 Multus shall not be liable for a breach of this Contract, if and to the extent Multus' non-performance results from the Customer's failure to comply with any provision of clauses 3.1-3.3, or from any other act or omission of the Customer.

3.5 Ownership of, and risk in, the Customer Materials shall remain with the Customer.

3.6 The Customer acknowledges that specific outcomes from the Services cannot be guaranteed, and that accordingly, it may be necessary to Change the scope of the Services as Work Packages progress. In this case, the Customer will in good faith and in a timely manner coordinate with Multus in order to agree any Changes to the Work Packages that may be necessary in order to complete the Services.

4. WORK PACKAGES

4.1 Following completion of each Work Package (save for the final Work Package) there shall be a Decision Point.

4.2 Within fourteen (14) days of completion of a Work Package, the Parties shall discuss in good faith whether:

4.2.1 to proceed with the subsequent Work Package as set out in the Proposal; or

4.2.2 to agree to Change the subsequent Work Package.

4.3 If the Parties agree in accordance with:

4.3.1 clause 4.2.1, Multus will proceed with the subsequent Work Package; or

4.3.2 clause 4.2.2, the relevant Change shall be implemented in accordance with the Change Control Procedure.

5. DELAYS

5.1 The Customer acknowledges that it is not entitled to delay the commencement or continuance of the performance of the Services, which would incur cost for Multus which Multus will be unable to recover.

5.2 Where the Customer wishes to delay the commencement of or continued performance of the Services, it shall notify Multus in writing to that effect (giving details of the anticipated duration of such delay) (Delay Notice), and Multus shall work with the Customer to endeavour to agree a revised date for the commencement or continuance of the Services.

5.3 Notwithstanding clause 5.2, where the Customer provides Multus with a Delay Notice, the charges set out in the table below shall become immediately due and payable by the Customer to Multus, depending on the duration of the delay:

Details of delay	**Amount to be paid**
Delay Notice received prior to commencement of the Services to up to 2 months after planned commencement date:	10 % of total Charges

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Duration of delay where the Services have commenced:	
3 months	20 % of total Charges
4 months	30 % of total Charges
5 months	40 % of total Charges
6 months or more	50 % of total Charges

5.4 The Customer acknowledges that the amounts payable by the Customer under this clause 5 are a reasonable pre-estimate of the losses which Multus may incur and not a penalty.

6. CHANGE CONTROL

6.1 All Changes shall take place in accordance with the following Change Control Procedure. Either party may submit at any time a request for Change to the other party.

6.2 Where Multus originates a Change, it shall provide the Customer with the Change request, in the form of a Change Control Note.

6.3 Where the Customer originates a proposed Change, it shall provide Multus with such information which is reasonably relevant to such Change or may assist Multus in the preparation of the Change Control Note. Multus will within fourteen (14) days of receiving the request for a Change, either i) provide the Customer with a Change Control Note; or ii) decline the Customer's request for a Change, giving full written reasons for such declination, which may include, for example, that the Change is not practically or economically feasible.

6.4 The Customer shall within fourteen (14) days of receipt of the Change Control Note notify Multus if it accepts or declines the relevant Change, and if relevant setting out in full its reasons for declining.

6.5 Where the parties agree to implement a Change, the costs of implementing a Change shall be paid by the Customer in addition to the amounts due for providing the Services as set out in the Change Control Note.

6.6 The parties shall have no obligations in respect of a Change Control Note unless they expressly agree to do so by them both executing the Change Control Note.

7. CHARGES

7.1 The Customer shall pay the applicable Charges in accordance with this clause 7.

7.2 Unless otherwise expressly stated in the contract, the Charges are non-refundable.

7.3 The Charges are exclusive of VAT and, unless otherwise stated in the Proposal, of the costs of packaging, transportation and applicable taxes and duties, which shall be invoiced to the Customer in addition to the Charges.

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7.4 Multus shall invoice the Customer in accordance with the Proposal. The Customer shall pay all amounts invoiced by Multus (including VAT) in Pounds Sterling (GBP) to the account nominated in writing by Multus within thirty (30) days of the date of the invoice.

7.5 All payments made by the Customer to Multus shall be made in full and without any set-off, deduction, withholding or counterclaim.

7.6 Multus may levy interest at a daily rate of three per cent (3%) per annum above the base rate of the Bank of England from time to time on amounts not paid by the Customer in accordance with clause 7.4 until payment is received in full. The Customer shall pay any such accrued interest required by Multus pursuant to this clause 7.6 together with the overdue amount.

7.7 Multus shall be entitled to suspend the performance of the Services if the Customer fails to pay any amount due under this Contract on the due date for payment.

8. WARRANTIES

8.1 Multus warrants that it has full capacity and authority to enter into this Contract and to perform its obligations under this Contract.

8.2 The Customer warrants that:

8.2.1 it has full capacity and authority to enter into this Contract;

8.2.2 it has all necessary licenses and consents to enter into this Contract and that this Contract is executed by a duly authorised representative of the Customer; and

8.2.3 the receipt and use of the Customer Materials and Customer Intellectual Property in the delivery of the Services shall not infringe the rights (including Intellectual Property rights) of any Third Party.

8.3 Save as set out expressly in this Contract, all warranties, conditions and other terms, including the terms implied by sections 13 to 15 of the Sale of Goods Act 1979, are to the fullest extent permitted by law excluded from this Contract.

9. ACKNOWLEDGEMENTS

9.1 The Customer acknowledges that:

9.1.1 the Deliverables have not been designed for: (i) use in, or ingestion by, humans; (ii) for diagnostic or therapeutic use; or (iii) for commercial use;

9.1.2 Multus has not performed any searches or investigations into the existence of any Third Party rights that may affect the Deliverables; and

9.1.3 it is responsible for ensuring compliance with any and all applicable legal and regulatory requirements, obtaining any requisite consents and complying with good industry practice in its use of the Deliverables.

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10. LIABILITY AND CUSTOMER INDEMNITY

10.1 The entire liability of the parties to each other (including liability for the acts or omissions of their respective employees, agents and sub-contractors) 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) shall be as set out in this clause 10.

10.2 Notwithstanding any other provision of this Contract, the liability of the parties shall not be limited in any way in respect of the following:

10.2.1 death or personal injury caused by its negligence;

10.2.2 fraud or fraudulent misrepresentation; or

10.2.3 any other matter for which it cannot be limited under Applicable Laws.

10.3 The Customer shall indemnify Multus and each of its respective Representatives (together, the Indemnitees) against all Claims that may be asserted against or suffered by any of the Indemnitees:

10.3.1 that use or possession of any of the Customer Intellectual Property, Customer Technical Information or Customer Materials infringes the Intellectual Property of any Third Party; or

10.3.2 which relate to the use of the Services or the Deliverables by the Customer or on its behalf.

The indemnities above will not apply to any liability, damage, loss or expense to the extent that it is attributable to the negligence or wilful misconduct of the Indemnitee.

10.4 If any Claim which would be covered by the indemnity contained in clause 10.3 is made against Multus, Multus shall:

10.4.1 promptly give written notice of the Claim to the Customer and permit the Customer to assume the conduct, defence and settlement of the relevant Claim;

10.4.2 provide to the Customer reasonable assistance relating to the Claim at the Customer's request and cost; and

10.4.3 not make any admissions or agreements in relation to any Claim without the Customer's prior written consent,

provided however that the Customer shall not settle any Claim without the prior written approval of the Indemnitee (which shall not be unreasonably withheld or delayed), unless such compromise or settlement is solely for a monetary amount covered in full by the Customer's indemnity obligation to the Indemnitee.

10.5 If any indemnity payment under clause 10.3 is subject, in the Indemnitee's hands, to any applicable taxes, the amount required to be paid by the Customer shall be increased so as to ensure that the Indemnitee receives (after any applicable taxes have been paid) the same amount as it would have received had no such taxes been levied.

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10.6 Subject to clauses 10.2 and 10.7, Multus' total aggregate liability in respect of all Losses, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Contract which do not relate to a Work Package, howsoever caused, shall in no event exceed the total Charges paid or payable by the Customer to Multus under this Contract in the aggregate.

10.7 Subject to clause 10.2, neither party shall be liable to the other party for:

10.7.1 any indirect, special or consequential loss or damage;

10.7.2 loss of profit;

10.7.3 loss of revenue;

10.7.4 loss or corruption of data;

10.7.5 loss or damage to equipment;

10.7.6 loss of use;

10.7.7 loss of production;

10.7.8 loss of contract;

10.7.9 loss of commercial opportunity;

10.7.10 loss of savings, discount or rebate (whether actual or anticipated);

10.7.11 harm to reputation or loss of goodwill; and/or

10.7.12 wasted expenditure,

notwithstanding that the party bringing the claim has advised the other party of the possibility of those losses arising, or if such losses were within the contemplation of the parties.

11. CONFIDENTIAL INFORMATION

11.1 The Receiving Party shall:

11.1.1 keep the Confidential Information confidential and secret at all times;

11.1.2 not disclose the Confidential Information or allow it to be disclosed in whole or in part to any Third Party without the prior written consent of the Disclosing Party;

11.1.3 take proper and all reasonable measures to ensure the confidentiality of the Confidential Information; and

11.1.4 not use the Confidential Information in whole or in part other than for the performance of its obligations or exercise of its rights under this Contract.

11.2 A party may disclose Confidential Information only to its Representatives who need to know the relevant Confidential Information for the purposes of this Contract provided that such party shall ensure that each of its Representatives to whom Confidential Information is disclosed is made aware of its confidential nature and complies with the obligations of confidentiality set out in this Contract.

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11.3 If the Receiving Party is required to disclose any Confidential Information by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction, it shall:

11.3.1 notify the Disclosing Party as soon as reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring disclosure; and

11.3.2 make the disclosure after consultation with the Disclosing Party and after taking into account all reasonable requirements of the Disclosing Party as to the contents of the disclosure, so far as is reasonably practicable.

11.4 This clause 11 shall bind the parties during the Term and for a period of five (5) years following termination of this Contract or such longer period during which Confidential Information is retained by a party pursuant to clause 16.2.

11.5 Each party retains all rights in its Confidential Information and each party acknowledges and confirms that no rights or obligations in respect of the Confidential Information other than those expressly set out in this clause 11 or elsewhere in this Contract are granted to the other party or are implied under this Contract.

12. CUSTOMER ANNOUNCEMENTS

12.1 Subject to clause 12.2, no announcement or other public disclosure concerning this Contract or any of the matters contained in it shall be made by, or on behalf of, the Customer without the prior written consent of Multus.

12.2 If the Customer is required to make an announcement or other public disclosure concerning this Contract or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it shall:

12.2.1 notify Multus as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;

12.2.2 make the relevant announcement or public disclosure after consultation with Multus and after taking into account all reasonable requirements of Multus as to its form and content and the manner of its release, so far as is reasonably practicable.

13. FORCE MAJEURE EVENT

13.1 A party shall not be liable if delayed in or prevented from performing its obligations under this Contract due to a Force Majeure Event, provided that it:

13.1.1 promptly notifies the other of the Force Majeure Event and its expected duration; and

13.1.2 uses reasonable endeavours to minimise the effects of that event.

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13.2 If, due to a Force Majeure Event, a party is delayed in or prevented from performing its obligations under this Contract for a continuous period of more than ninety (90) days, the other party may terminate this Contract on not less than thirty (30) days written notice.

14. INSURANCE

14.1 Each party shall take out with a reputable insurance company and maintain for the Term adequate insurance cover in respect of its obligations hereunder.

15. TERM AND TERMINATION

15.1 This Contract shall continue from the Effective Date until all of the Services have been provided by Multus and all of the Charges have been paid by the Customer (Term) unless terminated earlier in accordance with this clause 15 or clause 13.2.

15.2 Either party may, without prejudice to its other rights and remedies, by notice in writing to the other party immediately terminate this Contract if that other party:

15.2.1 is in material breach of any of its obligations under this Contract and that breach is not capable of remedy;

15.2.2 is in material breach of any of its obligations under this Contract and if that breach is capable of remedy and the party in breach has failed to remedy that breach within thirty (30) days after receiving written notice requiring it to remedy that breach;

15.2.3 passes a resolution for its winding-up, or if a court of competent jurisdiction makes an order for the other party's winding-up or dissolution, or makes an administration order in relation to the other party, or if a receiver is appointed over, or an encumbrancer takes possession of or sells an asset of, the other party, or the other party makes an arrangement or composition with its creditors generally, or makes an application to a court of competent jurisdiction for protection from its creditors generally.

15.3 If the Customer has a change of Control, Multus shall have the right to terminate the Contract upon providing 30 days' written notice to the Customer.

15.4 In the event that the performance of the Services becomes impractical for a scientific or technical reason, Multus shall promptly inform the Customer. If Multus is unable to resolve such impracticality in a commercially reasonable manner and without incurring additional cost, or if the Customer does not agree to a modification of the Services to resolve the impracticality, Multus shall have the right to terminate the Contract with immediate effect. In such circumstances, the Customer shall only be liable to Multus for payment of the Charges for the Services which have been completed as at the date of termination.

16. CONSEQUENCES OF EXPIRY OR TERMINATION

16.1 Upon expiry or termination of this Contract for any reason:

16.1.1 subject to clause 16.3, each party shall return to the other party all materials and property belonging to the other party that the other party has supplied to it in connection with this Contract;

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16.1.2 subject to clause 16.2, the Receiving Party shall return to the Disclosing Party, or at the Disclosing Party's request destroy, all documents (including any copies) containing or incorporating the Disclosing Party's Confidential Information and erase all of the Disclosing Party's Confidential Information from its computer systems (to the extent possible).

16.2 On termination of this Contract, each party may retain documents and materials containing or incorporating the other party's Confidential Information to the extent required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction and, in such a case, the provisions of clause 11 shall continue to apply to any such documents and materials retained.

16.3 On termination of this Contract, Multus shall make available for collection by the Customer, or at the Customer's option destroy in accordance with Applicable Laws, any unused Customer Materials in its possession. Any costs incurred by Multus in destroying any unused Customer Materials as requested by the Customer shall be reimbursed to Multus by the Customer promptly on demand.

16.4 On termination (but not expiry) of this Contract:

16.4.1 any licences granted by the Customer to Multus in respect of Customer Intellectual Property shall automatically terminate;

16.4.2 where such termination is effected by Multus pursuant to clause 15.2, any licences granted by Multus to the Customer shall automatically terminate; and

16.4.3 the Customer shall promptly, subject to receipt of an appropriate invoice, pay Multus:

(a) for all Services carried out by Multus up to and including the date of termination and shall reimburse Multus for all Third Party costs and expenses incurred by Multus in respect of the period prior to termination and any non-cancellable costs and expenses relating to the period following termination to the extent the same were committed by Multus prior to the date of termination, provided always that the Customer's obligation to pay Multus for the Services and to reimburse Multus for such costs and expenses to Multus shall not exceed the total amount of the Charges which would have been payable by the Customer had this Contract not been terminated; and

(b) (except where termination is by the Customer pursuant to clause 15.2) a sum representing 10% of the total Charges, being a reasonable pre-estimate of the losses which Multus may incur (and not a penalty).

16.5 Termination of the Contract is without prejudice to any other right or remedy (including any right to claim damages) that such party may have in the event of a breach of contract or other default by the other party.

16.6 Any clauses in this Contract that are expressly stated, or by implication intended, to apply after expiry or termination of this Contract shall continue in full force and effect after such expiry or termination.

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84 Wood Lane, W12 0BZ, UK
VAT: 350776390
Company No.: 12524885
Registered in England and Wales
info@multus.bio

17. MARKETING AND PUBLICITY

17.1 The Customer agrees that Multus may disclose that it is providing services to the Customer (provided that it does not disclose Confidential Information of the Customer) for the purposes of advertising, sales, marketing, promotional materials or communications related to the Services.

17.2 Subject to any branding guidelines provided to Multus by Customer, Customer hereby grants Multus a royalty-free, fully paid-up, sublicensable, non-exclusive, worldwide licence to reproduce, display, distribute and otherwise use the Customer's name, logos and any trade names for the purposes of this clause 17.

18. NOTICES

18.1 Any notice to be given under this Contract shall be in English, in writing and shall be delivered by Royal Mail signed for first class mail (if sent to an inland address) or by international courier (if sent to an address outside of the United Kingdom), or by email (confirmed by Royal Mail signed for first class mail or international courier, as appropriate) to the address or email address of the relevant party set out in the Proposal, or such other address or email address as that party may from time to time notify to the other party in accordance with these clauses 18.1 and 18.2.

18.2 Notices sent as above shall be deemed to have been received one Business Day after the day of posting in the case of delivery inland by Royal Mail signed for first class mail, or three (3) Business Days after the date of collection by the international courier, or in the case of email notifications, at the time the email is sent provided that, within one (1) Business Day of sending the email, a hard copy of the email and any attachments thereto are sent by Royal Mail signed for first class mail or international courier, as appropriate, or delivered by hand, to the address of the relevant party set out in the Contract.

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

19. ASSIGNMENT AND SUB-CONTRACTING

19.1 Neither party, subject to clause 19.2, shall assign, delegate, sub-contract, transfer, novate, charge, encumber or otherwise dispose of any right or obligation under this Contract, in whole or in part, without the other party's prior written consent (such consent not to be unreasonably withheld or delayed).

19.2 Notwithstanding clause 19.1, Multus may sub-contract performance of the Services (or part thereof) to appropriate third parties. Multus shall ensure that its sub-contractors perform the sub-contracted Services in accordance with the terms of this Contract, and any act or omission of its sub-contractors in relation to the performance of the Services shall be deemed to be an act or omission of Multus.

20. COMPLIANCE WITH LAW

The parties shall each comply with all Applicable Laws, provided that a party shall not be liable for any breach of this clause 20 to the extent that such breach is directly caused or contributed to by the other party or any of its Representatives.

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21. FURTHER ASSURANCE

Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Contract.

22. SET-OFF

Any amount that the Customer owes to Multus under this Contract or otherwise, whether now or at any time in the future, whether it is liquidated or not and whether it is actual or contingent, may be set off by Multus from any amount due to the Customer from Multus under this Contract or otherwise. Any exercise by Multus of its rights under this clause 22 shall not prejudice any other right or remedy available to it, whether under this Contract or otherwise.

23. GENERAL

23.1 No addition, amendment, modification or waiver of any term of this Contract will be effective unless it is in writing and signed by or on behalf of each of the Parties.

23.2 Any waiver given under or in relation to this Contract shall be in writing and signed by or on behalf of the relevant party. No failure or delay on the part of either party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

23.3 This Contract does not create any partnership or agency relationship between Multus and the Customer.

23.4 Except for the rights granted to the Indemnitees under clause 10.3, this Contract does not create any right enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

23.5 This Contract constitutes the entire understanding between the parties in relation to the subject matter hereof and supersedes any prior arrangements, understandings, promises or agreements made or existing between the parties in relation to the subject matter hereof. However, nothing in this Contract purports to exclude liability for fraudulent misrepresentation.

23.6 If any term of this Contract is or becomes invalid or is ruled illegal by any court of competent jurisdiction or is deemed unenforceable under then current Applicable Laws from time to time in effect during the period of this Contract, it is the intention of the parties that the remainder of this Contract will not be affected thereby provided that the parties' rights under this Contract are not materially altered. It is further the parties' intention that in lieu of each such invalid, illegal or unenforceable term, there will be substituted or added as part of this Contract a valid, legal and enforceable term which in effect will be as similar as possible to the effect of the original invalid, illegal or unenforceable term.

23.7 This Contract may be executed in any number of counterparts. Where executed in counterparts this Contract will not take effect until each of the counterparts has been delivered (which delivery may be made by electronic means).

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24. DISPUTE RESOLUTION PROCEDURE

24.1 If a dispute arises out of or in connection with this Contract (including in relation to any non-contractual obligations) (Dispute), each party may during the Term serve a written notice (a Referral Notice) on the other party. Each party will procure that its representatives referred to in clauses 24.2 and 24.3 will comply with the provisions of this clause 24.

24.2 Following service of a Referral Notice in relation to a Dispute, that Dispute will be referred for resolution to the Chief Executive Officer, for the time being on behalf of Multus and the Chief Executive Officer or other senior manager for the time being on behalf of the Customer. Those representatives will meet at the earliest convenient time and in any event within forty-five (45) days of the date of service of the relevant Referral Notice and will attempt to resolve the Dispute.

24.3 Subject to clause 24.4, the procedures set out in clauses 24.1 to 24.3 (inclusive) will be followed prior to the commencement of any proceedings by each party in relation to a Dispute. However, if a Dispute is not resolved within forty-five (45) days of the meeting of the representatives in accordance with clause 24.2, a party may commence proceedings.

24.4 Nothing in these clauses 24.1 to 24.4 will prevent or delay either party from:

24.4.1 seeking orders for specific performance, interim or final injunctive relief;

24.4.2 exercising any rights it has to terminate this Contract; and/or

24.4.3 commencing any proceedings where this is deemed necessary to avoid any loss of a claim due to the rules on limitation of actions.

25. CONFLICTS WITHIN THE CONTRACT

25.1 In the event of any conflict or inconsistency between different parts of the Contract, the following descending order of priority applies:

25.1.1 The Proposal (Schedule 1);

25.1.2 The Intellectual Property provisions Schedule 2;

25.1.3 these Conditions.

26. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of this Contract, and any contractual and non-contractual claims arising hereunder, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties hereby submit.