

Terms and Conditions of Contract to Join the Microfluidics Consortium

Participation in the CfBI (Centre for Business Innovation Limited) 16th Microfluidics Consortium (MF-17) will be according to the following conditions.

0. Introduction

The CfBI MF-17 is a development activity, and events may occur during the course of the work that necessitate a change of emphasis and direction. CfBI reserves the right to make appropriate changes to the work programme as it sees fit. In such circumstances, CfBI will seek the agreement of all partners, but in the event no agreement can be reached, will have the final judgment.

- The CfBI MF-17 will be conducted on a non-confidential basis. It will be the responsibility of each partner organization to safeguard its own confidential information and intellectual property rights (IPR).
- This Multi-client project requires the participation of a minimum number of organizations. CfBI reserves the right to modify the Prospectus and work programme to reflect the number of fee-paying partners. Partners will be asked to commit themselves to the project by a specified date. The decision to proceed will be made by CfBI and will depend on the total value of subscriptions actually remitted by that date. In the event that the project does not commence, all subscriptions will be refunded in full.
- CfBI reserves the right to decide on which companies participate in the forum – it will make this decision in consultation with partners who have already committed to join. CfBI also reserve the right to terminate the participation of any company should their involvement be considered to disrupt or obstruct the overall project objectives. In such circumstances, CfBI will consult project partners fully before taking any action.

1. Definitions

In these general conditions, and in the attached Prospectus, the following definitions shall apply:

- i. "The Client" means the organization, company, partnership or individual enrolled by means of the Contract Acceptance Form attached to this Prospectus.
- ii. "Prospectus" means the CfBI specification or schedule of work applying to the Multi-client project.
- iii. "Work" means any work or service that CfBI agrees to perform under the contract.
- iv. "Goods" means any report or service which CfBI agrees to supply to the Client under the Contract
- v. "Contract" means the contract between CfBI and the Client to which these Conditions apply and includes the Prospectus.
- vi. "Information" means all data communicated, verbally and in writing, to the Client during the course of the contract.

2. Terms and Conditions

The terms of the Contract may not be altered except by agreement in writing between CfBI and the Client.

3. Client Responsibilities

CfBI expects the Client to act reasonably in responding to the needs of the Work and will not be liable for failure to deliver any Goods where such failure occurs as a result of the Client's action or inaction.

4. Liability

- i. CfBI will not be liable for any delay in meeting, or failure to meet, its obligations under Contract arising from any cause outside its control, time shall not be of the essence of the Contract.
- ii. CfBI's liability for any loss or damage howsoever caused including, but not limited to, direct, indirect, unforeseeable or consequential loss or damage (other than death or personal injury resulting from CfBI negligence) suffered by the Client as a result of anything done or omitted by CfBI in connection with the Contract shall be limited to the amount paid for the performance of the Contract.
- iii. Except as specified in these conditions or in the Prospectus, all warranties, conditions and representations implied by statute, trade usage or otherwise are hereby excluded and the Client undertakes that, in entering into the Contract, it has not relied on any representations of CfBI other than those specified in the Contract. The Contract includes other parts of this Prospectus.
- iv. Client's liability for any loss or damage howsoever caused including, but not limited to, direct, indirect, unforeseeable or consequential loss or damage (other than death or personal injury resulting from Client negligence) suffered by CfBI as a result of anything done or omitted by Client in connection with the Contract shall be limited to the amount paid for the performance of the contract

5. Confidentiality

CfBI and the client will take all reasonable measures to keep confidential during the work programme any secret or ideas or information obtained from the other party provided that this condition does not apply to ideas or information which are in, or pass into, the public domain otherwise than through the fault of a third party, or which are already in possession of either party at the date of the contract. Any confidential information that is disclosed verbally to either CfBI or the Client shall be confirmed in writing within fourteen days of the date of verbal disclosure.

6. Acknowledgment

Subject to Condition 5 above, CfBI retains the right to publicize the Client's involvement in the Work.

7. Title and Risk

If the Client fails to make any payment to CfBI when due, enters into bankruptcy, liquidation or any other composition with its creditors, had an administrator or a receiver or manager appointed over all or parts of its assets, or becomes insolvent, or if CfBI has reasonable cause to believe that any of these events is likely to occur, CfBI shall have the right, without prejudice to any other remedies:-

- i. To require the Client not to resell or part with possession of any Goods owned by CfBI until the client has paid all sums owed by it to CfBI;

- ii. To withhold delivery of any undelivered goods and cease to perform any Work and stop any Goods in Transit.

Unless CfBI expressly elects otherwise any contract between it and the Client for the supply of Goods and performance of Work shall remain in existence notwithstanding any exercise by CfBI of its rights under this Condition.

8. Termination

- i. The Contract may be terminated at any time after interim contract reviews by either party giving at least four weeks' notice to the other party in writing and during the notice period CfBI will consult with the Client to agree a reasonable programme of work leading up to the termination.
- ii. The Contract may be terminated forthwith by either party if the other party commits a material breach of the Contract which is incapable of remedy, or fails to remedy any other breach of the Contract within fourteen days of receiving notice of such a breach, or commits an act of bankruptcy, has a petition for its winding-up presented which is not discharged within fourteen days, suffers the appointment of a administrator or receiver for all or any part of its business or assets, enters into any agreement or composition with its creditors or takes or suffers any similar action in consequence of debt.
- iii. Termination of the Contract howsoever arising shall be without prejudice to any rights which the Client or CfBI have against each other which have accrued prior to or on termination. In the event of termination under this Condition the Client shall, without prejudice to any other remedies, pay CfBI for any work carried out up to date of termination (whether or not payment therefore has become due) on the basis of time incurred and expenses used up to date of termination and in the event such termination is by the Client, also for unavoidable costs incurred thereafter by CfBI as a direct result of such termination. The total payment due to CfBI under this clause shall not exceed the unpaid balance of the later agreed Contract price.

9. Interest

CfBI reserves the right to charge interest at an annual rate of 5% over UK bank base rate from time to time on any sums which are overdue under the Contract.

10. Applicable Law

This agreement shall be governed by and constructed in accordance with English Law.

10. Registration Form MF Consortium x

CONTRACT ACCEPTANCE FORM

Please Enroll as a mini/midi/maxi corporate member of the CFBI (Centre for Business Innovation) Seventeenth Microfluidics Consortium (MF-17) for the period 1st January 2027 to 31th December 2027. This allows all staff access to consortium meetings a table top display and talk time at physical the open meetings and virtual booths at Ring Central virtual meetings. The terms and conditions of participation are contained in the consortium Prospectus. Participation involves a fee of (\$6250 - mini) (\$11000 – midi) (\$16000 maxi) payable upon joining.

Please check appropriate boxes below:

I enclose my cheque for the participation fee: ☐ My VAT Number is

Please invoice me: ☐ My Purchase Order Number is

Company:

Address

Telephone Fax:

We agree to be bound by the terms and conditions set out in the CFBI (Centre for Business Innovation) Microfluidics Consortium.

Name:

Name:

Position:

Position:

Signature:

Signature:

Date

Date:

Please make cheques payable to CFBI (Centre for Business Innovation Limited). The Innovation Centre: 18 Sedley Taylor Road; Cambridge CB2 8PW