

General Terms and Conditions

BF LABS LTD | Version 1.0 | Effective October 7, 2026 | <https://bf-labs.co.uk/gtc/>

1. Scope and application

- 1.1 These Terms and Conditions (“GTC”) apply to every Order Form entered into between BF LABS LTD, a company registered in England and Wales under company number 17175234, whose registered office is at 65 London Wall, London, EC2M 5TU, United Kingdom (“BF Labs”), and the customer identified in the applicable Order Form (“Customer”). BF Labs and the Customer are each a “Party” and together the “Parties”.
- 1.2 An “Agreement” consists of an Order Form together with these GTC, any Data Processing Agreement and any other document expressly incorporated by the Order Form. Each Order Form constitutes a separate Agreement governed by these GTC.
- 1.3 In the event of conflict or inconsistency, the following order of precedence applies, the earlier prevailing over the later: (a) the Order Form; (b) the Data Processing Agreement, in respect of the processing of personal data; (c) these GTC; (d) any other document incorporated by reference.
- 1.4 These GTC apply exclusively. Any terms and conditions of the Customer, whether contained in a purchase order, vendor portal or otherwise, are rejected and do not form part of the Agreement, even if BF Labs performs the Services without expressly objecting to them.
- 1.5 Where the Order Form identifies a confidentiality or non-disclosure agreement between the Parties (a “CDA”), the CDA governs the confidentiality of Confidential Information exchanged under the Agreement and prevails over Section 9 to the extent of any conflict.

2. Definitions

2.1 In these GTC and in any Order Form, the following terms have the meanings set out below:

- (a) **“AI Provider”** means a third-party provider of large-language-model or other AI inference services (for example Amazon Web Services (Amazon Bedrock), Anthropic, OpenAI or Microsoft (Azure OpenAI)) used to deliver the Services through the inference route specified in the Order Form.
- (b) **“Authorised Users”** means the employees and contractors of the Customer whom the Customer permits to use the Services in accordance with the Order Form.
- (c) **“Background IP”** means all intellectual property rights, know-how, software (including source and object code), data, tools, methods, algorithms, models, materials, documentation, specifications and inventions owned or controlled by a Party (i) before the Effective Date of the applicable Order Form or (ii) developed or acquired by that Party independently of the Services and without use of the other Party’s Confidential Information. BF Labs’ Background IP includes the Platform, the statistics engine, the

Reference Corpus curation and every Bespoke Agent framework, prompt library, tool definition and schema. The Customer's Background IP includes all Customer Data and Customer Materials.

- (d) **"Bespoke Agent"** means software developed or configured by BF Labs for the Customer under an Order Form, including any agent delivered as a Model Context Protocol ("MCP") server, together with its prompts, tool definitions, schemas and Documentation.
- (e) **"BF Labs Improvements"** means all improvements, enhancements and derivative works of the Platform, a Bespoke Agent framework or BF Labs' other Background IP that are generalisable and not specific to the Customer, conceived or developed in the performance of the Services.
- (f) **"BF Labs-Hosted"** means the Hosting Model in which BF Labs operates the Services in a dedicated cloud environment under BF Labs' control.
- (g) **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England.
- (h) **"Confidential Information"** means all non-public information disclosed by one Party ("Disclosing Party") to the other ("Receiving Party") in connection with the Agreement that is marked confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. Customer Data, Inputs and Outputs are the Customer's Confidential Information; the Platform, Bespoke Agents, Documentation, pricing and security documentation are BF Labs' Confidential Information. Confidential Information does not include information that the Receiving Party can demonstrate (i) is or becomes public other than through its breach; (ii) was lawfully known to it without restriction before disclosure; (iii) is independently developed without use of the Disclosing Party's Confidential Information; or (iv) is lawfully received from a third party without a confidentiality obligation.
- (i) **"Customer Cloud"** means a cloud account or environment controlled and paid for by the Customer in which the Services run under the Customer-Hosted Hosting Model.
- (j) **"Customer Data"** means all data, content and information provided or made available by or on behalf of the Customer in connection with the Agreement, including Inputs, Customer Materials and any personal data contained in them.
- (k) **"Customer-Hosted"** means the Hosting Model in which the Services run in the Customer Cloud.
- (l) **"Customer Materials"** means study documents, synopses, asset briefs, specifications and other materials that the Customer provides for the performance of the Services.
- (m) **"Customer Results"** means (i) Outputs; (ii) configurations, knowledge layers, prompt sheets, integrations and templates created specifically for the Customer; and (iii) the Customer's design versions, assumptions, decisions and audit records held in the Services.

- (n) **“Data Protection Legislation”** means the UK GDPR and the Data Protection Act 2018; Regulation (EU) 2016/679 (“EU GDPR”) where applicable; and all other laws relating to the processing of personal data that apply to a Party.
- (o) **“Data Processing Agreement”** or **“DPA”** means the data processing agreement entered into between the Parties where required under Section 10.
- (p) **“Deliverables”** means the Platform, any Bespoke Agent and the results of Professional Services, in each case as provided under an Order Form.
- (q) **“Documentation”** means the user guides, prompt sheets, architecture overview, security overview and other documentation that BF Labs makes available for the Services, as updated from time to time.
- (r) **“Effective Date”** means the date stated as such in the Order Form.
- (s) **“Fees”** means the fees stated in the Order Form.
- (t) **“Hosting Model”** means BF Labs-Hosted or Customer-Hosted, as specified in the Order Form.
- (u) **“Inputs”** means the design assumptions, parameters, constraints, prompts and documents that the Customer or its Authorised Users submit to the Services.
- (v) **“Order Form”** means an order form executed by both Parties under these GTC that specifies the Services, Fees, Term and other commercial particulars.
- (w) **“Outputs”** means the simulation results, operating characteristics, design candidates, figures, tables, synopses and other results that the Services return to the Customer in response to Inputs.
- (x) **“Platform”** means BF Labs’ Trial Design Copilot software platform, including the design workspace, statistics engine, evidence retrieval, storage and audit-logging components, as made available under an Order Form.
- (y) **“Professional Services”** means onboarding, training, support, design, advisory and custom development services described in an Order Form.
- (z) **“Reference Corpus”** means public and licensed reference material (such as clinical-trial registries and literature) curated by BF Labs and made available through the Services.
- (aa) **“Security Incident”** means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data held by or on behalf of BF Labs.
- (bb) **“Services”** means the Platform, Bespoke Agent and/or Professional Services specified in the Order Form.
- (cc) **“Term”** means the term or access period stated in the Order Form, including any renewal.
- (dd) **“Usage Data”** means operational and usage metadata generated by the Services, such as tools called, run times, error rates and performance metrics, excluding Customer Data.

3. Services

- 3.1 BF Labs shall provide the Services described in the Order Form with reasonable skill and care, using appropriately qualified personnel, in accordance with the Documentation and applicable law.
- 3.2 The Customer shall provide the cooperation, information, materials, access and decisions reasonably required for BF Labs to perform the Services, including the Customer dependencies stated in the Order Form. Delivery dates and milestones are conditional on the Customer meeting those dependencies. A delay caused by the Customer does not constitute a breach by BF Labs and entitles BF Labs to a reasonable extension of time.
- 3.3 BF Labs shall keep the Customer reasonably informed of progress and shall promptly notify the Customer of any circumstance likely to delay performance materially.
- 3.4 Support is provided as specified in the Order Form. Unless the Order Form states a service level, response times are targets that BF Labs uses reasonable endeavours to meet.
- 3.5 Work not listed in the Order Form is out of scope. The Parties may add work by written amendment or by a further Order Form.
- 3.6 BF Labs may engage subcontractors, cloud providers and AI Providers in accordance with Section 17.

4. Access, licence and hosting

- 4.1 **Licence.** Subject to the Agreement and payment of the Fees, BF Labs grants the Customer a non-exclusive, non-transferable, non-sublicensable right, during the Term, for Authorised Users to access and use the Platform and any Bespoke Agent solely for the Customer's internal business purposes and for the programme, study or purpose described in the Order Form.
- 4.2 **BF Labs-Hosted.** Where the Order Form specifies the BF Labs-Hosted Hosting Model, BF Labs shall operate the Services in a dedicated environment for the Customer, in the region stated in the Order Form or the DPA, and shall maintain the operational and security measures described in the Documentation.
- 4.3 **Customer-Hosted.** Where the Order Form specifies the Customer-Hosted Hosting Model: (a) the Customer shall provide and configure the Customer Cloud, shall bear its costs and shall accept the cloud provider's terms; (b) the Customer shall grant BF Labs the access reasonably required to install, operate, update and support the Services in the Customer Cloud; (c) BF Labs shall store outside the Customer Cloud only what it needs to operate and support the Services; and (d) the Customer is responsible for the security configuration of the Customer Cloud except to the extent BF Labs' Documentation or the Order Form allocates a task to BF Labs.
- 4.4 **Authorised Users.** The Customer is responsible for its Authorised Users and for their compliance with the Agreement. The Customer shall keep access credentials confidential, shall ensure access is removed when a user leaves, and shall notify BF Labs promptly of any suspected compromise of credentials.

- 4.5 Restrictions.** The Customer shall not, and shall ensure that its Authorised Users do not: (a) copy, modify, translate or create derivative works of the Platform or a Bespoke Agent; (b) reverse engineer, decompile or disassemble the Platform or a Bespoke Agent, except to the extent that such restriction is prohibited by law; (c) sell, rent, lease, sublicense or otherwise make the Services available to any third party, other than the permitted use of Outputs under Section 5; (d) use the Services to build a product or service that competes with the Services; (e) use the Services for any unlawful purpose or in breach of the Documentation; (f) attempt to gain unauthorised access to the Services or related systems; or (g) remove or obscure any proprietary notice.
- 4.6 Updates.** BF Labs may update the Services and the Documentation from time to time, provided that the functionality made available under the Order Form is not materially reduced during the Term. Major new features may be offered subject to additional Fees; the Customer may decline them and continue to use the functionality previously provided.
- 4.7 Suspension.** BF Labs may suspend access to the Services, in whole or in part, where reasonably necessary to address a security risk, to prevent a breach of Section 4.5 or 5.4, or as permitted under Section 8.5. BF Labs shall give the Customer as much notice as is reasonably practicable and shall restore access once the cause has been resolved.
- 4.8 Customer's AI client.** Where the Customer connects its own AI assistant or application (for example ChatGPT or Claude) to a Bespoke Agent, that assistant or application is not part of the Services. The Customer selects and configures it, bears its costs, accepts its provider's terms, and acknowledges that BF Labs does not control and is not responsible for how that provider handles information the Customer gives it.

5. AI, Outputs and data use

- 5.1 Decision support.** The Services provide decision support. Outputs are model-based estimates that depend on the Inputs, assumptions and constraints chosen by the Customer. They are not a prediction that any trial, asset or programme will succeed and do not constitute regulatory, medical, statistical, legal or investment advice. The Customer decides which designs, assumptions and Outputs to use, shall review Outputs before relying on them, and remains solely responsible for its clinical-development, regulatory and business decisions.
- 5.2 Sponsor responsibility.** BF Labs is not a contract research organisation, investigator, sponsor or regulatory agent. The Customer remains responsible for its clinical trials, protocols, regulatory submissions and compliance with good clinical practice and applicable clinical-trial regulation.
- 5.3 AI Providers.** The inference route used for the Services is specified in the Order Form or the DPA. BF Labs shall send to an AI Provider only the context necessary for the relevant request and shall contract with each AI Provider on terms that prohibit the use of Customer Data to train, fine-tune or improve models and, where offered by the AI Provider, provide for zero data retention. BF Labs shall notify the Customer before changing the inference route; the Customer

may object on reasonable grounds within fourteen (14) days, in which case the Parties shall agree an alternative route in good faith.

- 5.4 No training on Customer Data.** BF Labs shall not use Customer Data, Inputs, Outputs or Customer Results to train, fine-tune or improve any machine-learning model, and shall not disclose them to other customers, without the Customer's prior written agreement. BF Labs may use Usage Data to operate, secure, support and improve the Services. Usage Data is stored separately from Customer Data and is never used to reconstruct it.
- 5.5 Data scope.** The Services are designed for study documents and aggregate assumptions. The Customer shall not submit patient-level or participant-level data, or other personal data concerning health, to the Services unless the Order Form expressly permits it and a DPA covering that processing is in place. If BF Labs becomes aware that such data has been submitted in breach of this Section, it may suspend the affected Inputs and delete them after notifying the Customer.
- 5.6 Reference Corpus.** BF Labs makes the Reference Corpus available under the licences applicable to its sources. The Customer may use Reference Corpus material within the Services and in Outputs, but shall not extract, redistribute or commercially exploit licensed third-party material separately from the Outputs.
- 5.7 Use of Outputs.** The Customer may use, adapt and reproduce Outputs for its internal purposes, board materials and regulatory interactions, and, where the Order Form so permits, in investor and fundraising materials. The Customer is solely responsible for the content of any statement it makes to investors, regulators or other third parties. No third party, including any investor, acquires any right to rely on Outputs or to bring a claim against BF Labs.

6. Customer responsibilities

- 6.1** The Customer shall: (a) ensure that Inputs and Customer Materials are accurate to the best of its knowledge and that it has the rights and consents needed to provide them to BF Labs for the purposes of the Agreement; (b) use the Services in accordance with the Documentation and applicable law, including export-control and sanctions law; (c) check the Inputs it submits and review the Outputs before relying on them; and (d) nominate a technical and a commercial contact for the duration of the Term.
- 6.2** The Customer shall comply with the acceptable-use restrictions in Section 4.5 and with the data-scope limits in Section 5.5.

7. Intellectual property

- 7.1 Background IP.** Each Party retains all right, title and interest in its Background IP. Except as expressly set out in Sections 4 and 7, no rights are granted by either Party to the other, whether by implication, estoppel or otherwise.

- 7.2 BF Labs IP.** As between the Parties, BF Labs owns the Platform, every Bespoke Agent (including its code, prompts, tool definitions, schemas, evaluation rubrics and know-how), the Documentation, the Reference Corpus curation and all BF Labs Improvements. Nothing in the Agreement transfers any of these rights to the Customer; the Customer's rights are limited to the licence in Section 4.1.
- 7.3 Customer Results.** As between the Parties, the Customer owns the Inputs, the Outputs and the Customer Results. To the extent any intellectual property right in the Outputs or Customer Results vests in BF Labs by operation of law, BF Labs assigns it to the Customer on creation. BF Labs shall not use Customer Results other than to perform the Agreement and shall not incorporate them into services for other customers.
- 7.4 Improvements.** BF Labs Improvements shall not contain Customer Confidential Information, Customer Data or Customer Results. Where BF Labs Improvements are developed under an Order Form, BF Labs shall make them available to the Customer under the licence in Section 4.1 for the remainder of the Term.
- 7.5 Feedback.** The Customer grants BF Labs a perpetual, irrevocable, worldwide, royalty-free licence to use general feedback and suggestions about the Services, provided that such feedback contains no Customer Confidential Information, Customer Data or Customer Results.

8. Fees and payment

- 8.1** The Customer shall pay the Fees stated in the Order Form. All Fees are exclusive of value added tax and other applicable taxes. Where BF Labs is registered for VAT at the date of an invoice, VAT shall be added at the applicable rate; the Order Form states BF Labs' VAT status at the Effective Date.
- 8.2** BF Labs shall issue invoices in accordance with the Order Form. The Customer shall pay undisputed amounts within thirty (30) days of receipt of the invoice by bank transfer to the account stated on the invoice, in pounds sterling unless the Order Form states another currency.
- 8.3** If the Customer disputes any part of an invoice in good faith, it shall notify BF Labs within fourteen (14) days of receipt, stating the disputed amount and the reasons, shall pay the undisputed part by the due date, and the Parties shall seek to resolve the dispute promptly.
- 8.4** Overdue undisputed amounts bear interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.5** If an undisputed invoice is more than fourteen (14) days overdue, BF Labs may, after giving seven (7) days' written notice, suspend the Services until payment is received. Suspension does not relieve the Customer of its payment obligations and does not extend the Term.
- 8.6** Under the Customer-Hosted Hosting Model, the Customer bears all cloud-provider charges for the Customer Cloud. Under the BF Labs-Hosted Hosting Model, usage-based charges apply only where stated in the Order Form.

- 8.7** The Customer is responsible for all taxes arising from the Agreement other than taxes on BF Labs' income. If the Customer is required by law to withhold tax, it shall pay the net amount and provide BF Labs with the official receipts needed to claim credit.
- 8.8** Fees are non-refundable except as expressly provided in Sections 11.4 and 14.5.

9. Confidentiality

- 9.1** The Receiving Party shall protect the Disclosing Party's Confidential Information with at least the degree of care it applies to its own confidential information of similar nature, and in no event less than reasonable care, and shall use it solely to perform or exercise its rights under the Agreement.
- 9.2** The Receiving Party may disclose Confidential Information only to its employees, contractors, affiliates, professional advisers and, in the case of BF Labs, subcontractors and AI Providers permitted under Section 17, who need to know it for the purposes of the Agreement and are bound by confidentiality obligations no less protective than this Section 9.
- 9.3** The Receiving Party may disclose Confidential Information where required by law, regulation or court order, provided that it gives the Disclosing Party prompt prior notice where legally permitted and cooperates reasonably with any effort to limit the disclosure.
- 9.4** On expiry or termination of the Agreement, or on written request, the Receiving Party shall return or securely destroy the Disclosing Party's Confidential Information, subject to Section 10.6 and to retention of one archival copy where required by law or a bona fide compliance policy. Confidential Information held in routine backups that cannot be selectively erased with reasonable effort may be retained until the backups expire, subject to this Section 9.
- 9.5** This Section 9 survives for five (5) years after the end of the Agreement and, for trade secrets and Customer Data, for as long as the information remains confidential.

10. Data protection and security

- 10.1 Roles.** The Customer is the controller of any personal data contained in Customer Data. BF Labs acts as processor where it processes such personal data on the Customer's behalf. Each Party is an independent controller of the business contact details of the other Party's personnel that it processes for the purposes of managing the relationship, and shall process them in accordance with Data Protection Legislation.
- 10.2 DPA.** Where BF Labs will process personal data as processor on behalf of the Customer, the Parties shall enter into a DPA that satisfies Article 28 UK GDPR and, where applicable, Article 28 EU GDPR before such processing begins. The DPA specifies the processing locations, sub-processors (including AI Providers), international transfer mechanisms and incident notification details.
- 10.3 Security measures.** BF Labs shall implement and maintain appropriate technical and organisational measures to protect Customer Data against Security Incidents, having regard to

the state of the art and the risks presented. Under the BF Labs-Hosted Hosting Model these measures include encryption of data in transit (TLS 1.2 or higher) and at rest (AES-256), individually authenticated and logged privileged access protected by multi-factor authentication, logical separation of each customer's environment, backups with tested restoration, and independent penetration testing before launch and at least annually for continuing deployments, in each case as described in more detail in the Documentation.

- 10.4 Incident notification.** BF Labs shall notify the Customer without undue delay, and in any event within forty-eight (48) hours of becoming aware, of a Security Incident affecting Customer Data, and shall provide the information reasonably required for the Customer to meet its own notification obligations.
- 10.5 Personnel.** BF Labs shall ensure that personnel with access to Customer Data are bound by confidentiality obligations and access Customer Data only to the extent required to deliver, maintain, secure and support the Services.
- 10.6 Return and deletion.** Within thirty (30) days after the end of the Term, BF Labs shall delete Customer Data, Inputs and Outputs from the systems it controls or, where the Customer so requests in writing before the end of the Term, return them to the Customer first. Data held in backups is deleted in accordance with BF Labs' backup retention schedule and remains protected under Section 9 until deleted. Data that remains only in the Customer Cloud stays under the Customer's control.
- 10.7 Compliance.** Each Party shall comply with Data Protection Legislation in connection with the Agreement.

11. Warranties and disclaimer

- 11.1** BF Labs warrants that: (a) it will perform the Services with reasonable skill and care; (b) the Deliverables will conform in all material respects to the description in the Order Form and the Documentation; and (c) it will not knowingly introduce malicious code into the Customer Cloud or the Deliverables.
- 11.2** Each Party warrants that it has full authority to enter into the Agreement and that its performance will not breach any agreement with a third party.
- 11.3** The Customer warrants that it has all rights, licences and consents required to provide the Customer Data and Customer Materials to BF Labs for the purposes of the Agreement.
- 11.4** If a Deliverable does not conform to Section 11.1(b), the Customer shall notify BF Labs in writing within thirty (30) days of delivery, describing the non-conformity. BF Labs shall, at its option, correct or re-perform the affected Deliverable within a reasonable time. If BF Labs is unable to do so, the Customer may terminate the affected Order Form and BF Labs shall refund the Fees paid for the non-conforming Deliverable. This Section 11.4 states the Customer's sole remedy for breach of Section 11.1(b).

- 11.5** BF Labs does not warrant that the Services will be uninterrupted or error-free, that Outputs will be accurate, complete or fit for any particular purpose, or that Outputs are suitable for any regulatory submission, investment decision or clinical decision without review by the Customer. The Customer acknowledges that AI-generated or AI-assisted Outputs require human review and validation.
- 11.6** Except as expressly set out in this Section 11, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12. Limitation of liability

- 12.1** Nothing in the Agreement limits or excludes either Party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.
- 12.2** Subject to Section 12.1, neither Party is liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, revenue, business, funding or investment, loss of anticipated savings, loss of goodwill, loss or corruption of data (other than BF Labs' obligations under Section 10), or any indirect or consequential loss.
- 12.3** Subject to Section 12.1, each Party's total aggregate liability arising out of or in connection with an Order Form, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the greater of (a) the Fees paid and payable by the Customer under that Order Form in the twelve (12) months immediately preceding the event giving rise to the claim and (b) the total Fees payable under that Order Form for its initial Term.
- 12.4** Sections 12.2 and 12.3 do not apply to a Party's breach of Section 9 (Confidentiality) or of a CDA, or to the Customer's obligation to pay the Fees.

13. Indemnities

- 13.1 BF Labs indemnity.** BF Labs shall defend the Customer against, and indemnify it from, any third-party claim that the Platform or a Bespoke Agent, as provided by BF Labs and used in accordance with the Agreement, infringes a third party's intellectual property rights, provided that the Customer (a) promptly notifies BF Labs in writing of the claim; (b) gives BF Labs sole control of the defence and settlement, provided that BF Labs shall not settle in a way that imposes obligations on the Customer without its consent; and (c) provides reasonable cooperation at BF Labs' expense.
- 13.2 Exclusions.** Section 13.1 does not apply to claims arising from (a) modifications made by or for the Customer without BF Labs' written approval; (b) combination of the Deliverables with items not provided or approved by BF Labs, where the claim would not have arisen without the combination; (c) Customer Data, Customer Materials or Inputs; or (d) use of the Deliverables in breach of the Agreement or the Documentation.

- 13.3 Remedies.** If a Deliverable becomes, or in BF Labs' reasonable opinion is likely to become, the subject of an infringement claim, BF Labs may at its option and expense (a) procure the right for the Customer to continue using it; (b) modify or replace it so that it is non-infringing with substantially equivalent functionality; or (c) if neither is commercially reasonable, terminate the affected Order Form and refund any prepaid Fees for the unexpired part of the Term.
- 13.4 Customer indemnity.** The Customer shall defend BF Labs against, and indemnify it from, any third-party claim arising from (a) Customer Data, Customer Materials or Inputs, including any claim that they infringe third-party rights or were provided in breach of Data Protection Legislation; (b) the Customer's use of Outputs in investor, regulatory or other third-party materials; or (c) the Customer's use of the Services in breach of the Agreement or applicable law. Section 13.1(a)–(c) applies to the Customer mutatis mutandis.
- 13.5** This Section 13 states each Party's sole remedy for third-party intellectual property infringement claims, subject to Section 12.1.

14. Term and termination

- 14.1** Each Order Form has the Term stated in it and ends on expiry of the Term unless terminated earlier. An Order Form renews only where it so provides. These GTC remain in force for as long as any Order Form is in effect.
- 14.2** Either Party may terminate an Order Form with immediate effect by written notice if the other Party (a) commits a material breach of the Agreement and, where the breach is capable of remedy, fails to remedy it within thirty (30) days of written notice describing the breach; or (b) becomes insolvent, enters administration or liquidation (other than for solvent reconstruction), has a receiver appointed over any of its assets, makes an arrangement with its creditors, or ceases to carry on business.
- 14.3** On expiry or termination of an Order Form: (a) the Customer's licence under Section 4.1 ends and the Customer shall cease using the Platform and any Bespoke Agent; (b) under the Customer-Hosted Hosting Model, the Customer shall permit BF Labs to remove its software from the Customer Cloud and shall delete any remaining copies, except Outputs and Customer Results; (c) each Party shall return or destroy the other Party's Confidential Information under Section 9.4; (d) BF Labs shall handle Customer Data under Section 10.6; and (e) the Customer shall pay all Fees accrued up to the effective date of termination.
- 14.4** Termination is without prejudice to rights and obligations accrued before termination.
- 14.5** If the Customer terminates an Order Form under Section 14.2, BF Labs shall refund the part of any prepaid Fees that relates to the unused part of the Term. In all other cases prepaid Fees are non-refundable.
- 14.6** Sections 2, 5.1, 5.2, 5.4, 5.7, 7, 8 (as to accrued amounts), 9, 10.6, 11.5, 11.6, 12, 13, 14.3 to 14.6, 18, 19, 20 and 21 survive expiry or termination.

15. Force majeure

- 15.1** Neither Party is in breach of the Agreement or liable for delay or failure in performing any obligation (other than a payment obligation) to the extent caused by an event beyond its reasonable control, including natural disaster, epidemic, war, terrorism, civil unrest, governmental action, failure of utilities or telecommunications, or cyber-attack, and, in the case of BF Labs, an outage of a cloud provider or AI Provider that BF Labs could not reasonably have mitigated (a “Force Majeure Event”).
- 15.2** The affected Party shall notify the other Party promptly in writing of the Force Majeure Event and its expected duration and shall use reasonable endeavours to mitigate its effects.
- 15.3** If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate the affected Order Form by written notice, without prejudice to accrued rights, including the Customer’s obligation to pay for Services performed before the Force Majeure Event.

16. Compliance

- 16.1** Each Party shall comply with all laws applicable to its performance of the Agreement, including export-control and sanctions law, the Bribery Act 2010 and competition law.
- 16.2** Each Party represents that, at the Effective Date of each Order Form, it is not subject to sanctions, export restrictions or debarment that would prohibit or materially restrict its performance of the Agreement.

17. Subcontracting and assignment

- 17.1 Subcontracting.** BF Labs may engage cloud providers, AI Providers and individual contractors in the ordinary course of its business without the Customer’s consent, provided that BF Labs remains responsible for their performance and ensures that each is bound by confidentiality obligations no less protective than Section 9 and, where personal data is processed, by the terms required under the DPA. BF Labs shall not subcontract a material part of the Professional Services to a third-party firm without the Customer’s prior written consent, not to be unreasonably withheld or delayed.
- 17.2 Assignment.** Neither Party may assign or transfer the Agreement without the other Party’s prior written consent, not to be unreasonably withheld, except that either Party may assign it without consent to a successor in a merger, acquisition or sale of all or substantially all of its relevant business that assumes all obligations under the Agreement. Any purported assignment in breach of this Section is void.

18. Publicity

- 18.1** Neither Party shall name the other as a customer or supplier, or use the other's name or logo, in any public, marketing or investor material without the other Party's prior written consent, unless the Order Form expressly permits such use.
- 18.2** Any press release, case study, testimonial or publication concerning the Agreement or the Parties' collaboration requires the other Party's prior written approval of content, timing and venue.

19. Non-solicitation

- 19.1** During the Term and for twelve (12) months after it, neither Party shall directly solicit for employment or engagement any employee or contractor of the other Party who was involved in the performance of the Agreement, without the other Party's prior written consent. General public job advertisements and unsolicited applications are not solicitation.

20. Governing law and dispute resolution

- 20.1** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it are governed by the laws of England and Wales.
- 20.2** The courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim.
- 20.3** Before commencing proceedings (other than under Section 20.4), the Parties shall attempt in good faith to resolve the dispute through negotiation between senior representatives for a period of not less than thirty (30) days following written notice of the dispute.
- 20.4** Nothing in this Section 20 prevents either Party from seeking injunctive or other interim relief from any court of competent jurisdiction to protect its intellectual property rights or Confidential Information.

21. General

- 21.1 Entire agreement.** The Agreement constitutes the entire agreement between the Parties about its subject matter and supersedes all prior negotiations, representations and agreements, whether written or oral. Each Party acknowledges that it has not relied on any statement not set out in the Agreement. Nothing in this Section limits liability for fraud.
- 21.2 Amendments.** No amendment to an Order Form or, as applied to that Order Form, these GTC is effective unless in writing and signed by authorised representatives of both Parties. An Order Form is subject to the version of these GTC published at <https://bf-labs.co.uk/gtc/> and in force on the Effective Date of that Order Form. BF Labs may publish revised versions of these GTC; a revised version does not apply to an Order Form with an earlier Effective Date unless the Parties agree so in writing.

- 21.3 Severability.** If any provision of the Agreement is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable or, if that is not possible, severed, and the remaining provisions continue in full force.
- 21.4 Waiver.** No failure or delay in exercising any right or remedy operates as a waiver of it, and no single or partial exercise precludes any further exercise.
- 21.5 Relationship.** Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship between the Parties.
- 21.6 Counterparts and e-signature.** The Agreement may be executed in counterparts and by electronic signature, each of which is an original and all of which together constitute one instrument.
- 21.7 Language.** The Agreement is in English. In the event of any translation, the English version prevails.
- 21.8 Third parties.** No person other than the Parties and their permitted successors and assigns has any right to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 21.9 Notices.** Notices under the Agreement shall be in writing and sent by email to the notice address stated in the Order Form, or by courier or recorded post to the registered office of the recipient. An email notice is deemed received on the next Business Day after sending, provided no delivery-failure notification is received; a courier or postal notice is deemed received on delivery.
- 21.10 Interpretation.** Headings are for convenience only. "Including" means "including without limitation". References to a Section are to a section of these GTC unless stated otherwise. References to legislation include it as amended or re-enacted.

End of General Terms and Conditions.