



Terms of Service

Marketplace Agreement for Vendors (CROs & CDMOs)

BioBridgeX Ltd

Company Number 16217156
Registered in England and Wales
Gemma House, 39 Lilestone Street, Marylebone,
London, NW8 8SS, United Kingdom

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This document mirrors the Terms published at biobridgex.com/terms.

Private & Confidential

These Terms of Service ("Terms") govern your use of the BioBridgeX platform and services operated by BioBridgeX Ltd ("BioBridgeX", "we", "us", or "our"). Please read them carefully. By accessing or using the platform you agree to be bound by them.

1. Acceptance of Terms

By accessing or using the BioBridgeX platform (the "Platform"), you agree to be bound by these Terms, our Privacy Policy, Cookie Policy, and Acceptable Use Policy. If you do not agree, you must not use the Platform. By using the Platform you represent that you are:

- At least 18 years of age
- An authorised representative of the company you are registering
- Legally capable of entering into binding contracts

2. Platform Description

BioBridgeX is a B2B marketplace connecting pharmaceutical and biotechnology companies ("Buyers") with Contract Research and Development Organisations ("CROs"/"CDMOs" or "Vendors"). BioBridgeX operates as the Vendor of Record, acting as a project coordinator and financial intermediary.

What we do

- Source and vet qualified CROs and CDMOs
- Manage Statements of Work (SOWs) and Purchase Orders (POs)
- Oversee project timelines, contracts, and payments
- Facilitate communication between Buyers and Vendors
- Issue invoices and disburse payments

Important: BioBridgeX does NOT conduct laboratory work or scientific research. All research services are performed by independent Vendors. BioBridgeX makes no warranties regarding scientific outcomes, regulatory compliance, or fitness for purpose of Vendor services.

3. User Types and Responsibilities

3.1 Buyers

- Provide complete, accurate, and timely project information
- Respond to quote invitations within 2 business days
- Pay approved invoices according to agreed milestone schedules
- Cooperate with BioBridgeX and selected Vendors
- Notify BioBridgeX of any changes affecting the project

3.2 Vendors (CROs / CDMOs)

- Maintain all required certifications and regulatory compliance (GLP, GMP, GCP, etc.)
 - Perform services in accordance with agreed SOWs and industry standards
 - Maintain professional liability insurance (minimum GBP 2,000,000 per claim)
 - Provide accurate service capabilities and pricing
 - Protect confidential information and intellectual property
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4. Fees and Payment Terms

4.1 For Buyers

- Platform fee: free, Buyers do not pay any platform fees
- Project payments: as outlined in each approved SOW
- Payment terms: Net 30 days from invoice date
- Late payment: interest at 1% per month on overdue balances

4.2 For Vendors

- Platform fee: 2% of the total project price
- Payment model: "pay when paid", Vendors receive payment after BioBridgeX receives cleared funds from the Buyer
- Payment timeline: within 15 calendar days of receipt of Buyer payment

BioBridgeX never advances its own funds. Payment to Vendors is always contingent on receipt of cleared funds from Buyers.

5. Platform Exclusivity and Non-Circumvention

- All communications and transactions with parties introduced through BioBridgeX must be conducted through the Platform
- For 24 months following any project, neither party may engage directly with the other for the same or substantially similar work without BioBridgeX's written consent
- Violation triggers liquidated damages equal to the platform fee that would have applied
- Attempted circumvention constitutes a material breach and may result in immediate suspension or termination

6. Intellectual Property

- All research-derived IP ("Project IP") belongs exclusively to the Buyer upon full payment
- Vendors retain ownership of pre-existing IP ("Background IP")
- Vendors grant Buyers a non-exclusive, royalty-free licence to use Background IP solely to interpret and exploit Project IP
- BioBridgeX retains all rights to the Platform, including its technology, design, and trademarks

7. Confidentiality

All parties agree to treat as confidential all non-public, proprietary, or sensitive information disclosed during use of the Platform, including business plans and protocols, compound information and project data, financial records and pricing, study outcomes and research data, and vendor relationships and trade secrets. Confidential information may only be disclosed to employees, agents, or affiliates with a need to know and under equivalent confidentiality obligations.

8. Limitation of Liability

8.1 BioBridgeX's role

- Is NOT liable for Vendor delays, scientific performance, or regulatory non-compliance
- Is NOT responsible for permits, animal-welfare approvals, biosafety, export controls, or data-privacy filings
- Makes NO warranties (express or implied) concerning completeness, accuracy, merchantability, fitness for purpose, or regulatory compliance of any Vendor services

8.2 Liability cap

BioBridgeX's total cumulative liability under any SOW or project is limited to the administrative fees (platform fees) actually retained by BioBridgeX for that SOW.

8.3 Exclusions

Neither party shall be liable for indirect, incidental, special, punitive, or consequential damages (including lost profits, loss of data, or business interruption), except where prohibited by law.

9. Indemnification

- Buyers shall indemnify BioBridgeX against claims arising from Buyer-supplied materials, instructions, or regulatory non-compliance
- Vendors shall indemnify BioBridgeX against claims arising from negligence, breach of agreement, regulatory violations, or third-party IP infringement
- BioBridgeX indemnifies users only for losses finally determined to result from BioBridgeX's fraud or wilful misconduct, up to the liability cap

10. Term and Termination

- Term: these Terms remain in effect while you use the Platform
- Termination for convenience: either party may terminate with 30 days' written notice
- Termination for cause: either party may terminate immediately for material breach not cured within 15 business days of written notice
- Effect: ongoing SOWs shall be honoured unless otherwise agreed; payment obligations for services already rendered remain due

Sections regarding confidentiality, intellectual property, payment obligations, indemnification, limitation of liability, and dispute resolution shall survive termination.

11. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of laws principles.

- Parties shall first attempt to resolve disputes through good-faith negotiations
 - If unresolved within 30 days, disputes shall be finally settled under the Rules of the London Court of International Arbitration (LCIA)
 - Seat of arbitration: London, United Kingdom · Language: English · Arbitrators: one (1)
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12. General Provisions

- Entire agreement: these Terms, together with our policies and any executed agreements (MSA, SOW, PO), constitute the complete agreement
- Amendments: we may update these Terms by posting the revised version with a new "Last updated" date
- Severability: if any provision is found invalid, the remainder remains enforceable
- No waiver: failure to enforce any provision does not constitute a waiver
- Assignment: you may not assign your rights without our written consent
- Independent contractors: nothing herein creates employment, partnership, or agency

13. Contact

Legal: legal@biobridgex.com Support: support@biobridgex.com

BioBridgeX Ltd, Gemma House, 39 Lilestone Street, Marylebone, London, NW8 8SS, United Kingdom

Vendor Acceptance

By signing below, the Vendor confirms that it has read, understood and agrees to be bound by the BioBridgeX Terms of Service set out in this document. Please complete, sign, and upload this page during onboarding at biobridgex.com/cro/onboarding (or return it to legal@biobridgex.com).

Vendor company (legal name)

Authorised signatory (full name)

Title / position

Signature

Date

This document mirrors the Terms of Service published at biobridgex.com/terms. In case of any discrepancy, the version published on the website governs.
