

Terms of Business – Version 1 - 01/08/2025

BioFigR Ltd, Ireland

Director: Stephen Stockdale, Ph.D.

1. Scope of Services

- Bioinformatics consulting, data analysis, figure generation, and workflow development.
- Services include, but are not limited to:
 - Next-generation sequencing data processing
 - Standardised and custom pipeline development (e.g., FASTQ to count matrix, differential expression, compositional and functional analyses)
 - Statistical interpretation and data visualisation in R
 - In-person and remote training in R, Linux, and reproducible research practices

2. Engagement Model

- Engagements may be fixed-fee, hourly-rate, or monthly retainer, agreed in writing prior to work commencing.
- Scope changes must be agreed in writing and may result in revised fees and timelines.
- Estimates are non-binding unless explicitly stated as fixed-fee.
- A formal quote or client-issued purchase order may be required.

3. Deliverables

- Deliverables are specified in the Statement of Work (SOW), project brief, or written communication.
- Client is responsible for timely provision of input data in a suitable format.
- BioFigR retains full discretion over tool selection unless otherwise agreed.
- Reasonable revisions are included if within agreed scope. Out-of-scope revisions may incur additional fees.

- BioFigR provides services with reasonable skill and care, but makes no warranties regarding specific scientific outcomes, publication acceptance, or regulatory results.

4. Payment Terms

- Invoices are issued on project completion, or monthly in arrears for retainers.
- Payment is due within 30 calendar days unless otherwise specified.
- Late payments may incur 1.5% monthly interest or maximum allowable by law.
- Services may be paused or terminated for non-payment.

5. Confidentiality and Data Protection

- All client data is treated as confidential and not disclosed to third parties without written consent, except where required by law.
- Data is stored securely on encrypted systems with GDPR-compliant backup.
- Client may request deletion of data at any time.
- Subcontractors (if used) are bound to equivalent confidentiality terms.

6. GDPR Compliance

- BioFigR complies with GDPR and relevant data protection laws.
- Only authorised personnel may access client data.
- No data is shared with AI platforms, cloud tools, or external repositories without consent.
- In the event of a breach, BioFigR will notify the client and Irish DPC within 72 hours.
- Client retains rights to access, rectification, erasure, restriction, and portability under Articles 15–20 of GDPR.
- Use of platforms like Dropbox is governed by Standard Contractual Clauses to ensure compliance for data transfers.

7. Intellectual Property

- Client owns all raw data and final results upon full payment.
- BioFigR retains rights to all pre-existing or reusable tools, code, pipelines, and methods.
- Project-specific tools may be licensed for unrestricted internal use.
- BioFigR may reuse anonymised methods or visual elements for future work unless explicitly restricted by the client in writing.

8. Subcontracting

- No subcontractors are engaged without prior notification.
- Subcontractors, if used, will be subject to equivalent legal, technical, and confidentiality obligations.

9. Limitations of Liability

- BioFigR maintains professional indemnity (€1M), public liability (€6.5M), and cyber liability (€500k) insurance coverage.
- To the fullest extent permitted by law, BioFigR's total liability—whether in contract, tort (including negligence), breach of statutory duty, or otherwise—for any claim or series of connected claims arising from the Services (including but not limited to professional advice, physical presence on-site, or data handling) shall not exceed the applicable insurance limit.
- BioFigR shall not be liable for any indirect, incidental, or consequential loss, loss of profits, or reputational harm.
- Nothing in this agreement limits or excludes liability for death or personal injury caused by negligence, fraud, or any matter for which liability cannot be excluded under applicable law.
- Each party agrees to indemnify the other against losses arising from its own unauthorised use, misinterpretation, or breach of agreed scope.

10. Timelines and Delays

- Timelines are agreed per contract or quote and are estimates.
- Delays may occur due to project complexity, external dependencies, or client-side delays.

- BioFigR will notify the client of any significant delays and update delivery schedules accordingly.
- Delays caused by the client (e.g., missing data, unresponsiveness) may incur additional charges.

11. Termination and Force Majeure

- Either party may terminate with 14 days' written notice.
- All completed work to date will be invoiced.
- Advance payments will be reconciled based on work delivered.
- Neither party shall be liable for any delay or failure to perform its obligations under this agreement if such delay or failure results from events beyond its reasonable control. These may include but are not limited to: acts of God, natural disasters, epidemic or pandemic, war, terrorism, labour disputes, civil unrest, power or internet outages, government restrictions, or failure of third-party platforms or services. If such an event occurs, the affected party must notify the other as soon as reasonably possible. Both parties will work together in good faith to agree a revised timeline or resolution.

12. Testimonials and Discount Terms (if applicable)

- Discounts may be offered for testimonials, referrals, or collaborative authorship.
- If testimonial is not provided within 30 days, discount may be revoked and a revised invoice issued.
- Discounts are non-transferable and must be agreed prior to project start.

13. Use of AI

- AI tools (e.g., ChatGPT) may be used solely for generalised troubleshooting or optimisation.
- No identifiable, proprietary, or sensitive client data is submitted to AI platforms.

14. Governing Law

- This agreement is governed by Irish law.

- Disputes are subject to the exclusive jurisdiction of the Irish courts.

Version Control

| Version | Date | Modified By | Notes |
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| V1 | 01/08/2025 | Stephen Stockdale | Terms document creation |