

DATED 5 MARCH 2024

KUEHNE+NAGEL



KUEHNE + NAGEL LIMITED

and

PORTON BIOPHARMA LIMITED

AGREEMENT FOR THE PROVISION OF
FREIGHT FORWARDING SERVICES

CONTENTS

1. DEFINITIONS AND INTERPRETATION 4

2. TERM 9

3. THE SERVICES 9

4. OBLIGATIONS OF CUSTOMER 11

5. DANGEROUS GOODS..... 12

6. CHARGES..... 13

7. INVOICING AND PAYMENT 14

8. HARDSHIP 14

9. CHANGE CONTROL 15

10. CONFIDENTIAL INFORMATION..... 16

11. DATA PROTECTION 17

12. ETHICS 17

13. FORCE MAJEURE 17

14. SPECIAL PROVISIONS RELATING TO CUSTOMS SERVICES 18

15. INDEMNITIES 18

16. LIMITATION OF LIABILITY..... 19

17. INSURANCE 20

18. TERMINATION 20

19. CONSEQUENCES OF TERMINATION..... 21

20. TUPE(NOT USED)..... 22

21. TRADE CONTROL 22

22. NON-SOLICITATION 22

23. VARIATION 23

24. WAIVER 23

25. NOTICES 23

26. RELATIONSHIP OF THE PARTIES 24

27. ASSIGNMENT AND SUBCONTRACTING..... 24

28. ENTIRE AGREEMENT 24

29. CONFLICT BETWEEN DOCUMENTS 24

30. RIGHTS AND REMEDIES 25

31. SEVERABILITY..... 25

32. DISPUTE RESOLUTION 25

33. THIRD PARTY RIGHTS..... 26

34. GOVERNING LAW AND JURISDICTION 26

35. COUNTERPARTS 26

36. ELECTRONIC SIGNATURE..... 26

Schedule 1 – Services 28

Schedule 2 – Charges..... 29

Schedule 3 – Tender Documents 35

Schedule 4 – TUPE(NOTUSED)..... 36

Schedule 5 – Special Provisions relating to Customs Services..... 37

Schedule 6 – Change Control note template 46

Schedule 7 – Data Protection 47

THIS Agreement dated 5 March 2024

is made **BETWEEN:**

- (1) **KUEHNE + NAGEL LIMITED** (Company Number 1722216) whose registered office is at 1 Roundwood Avenue, Stockley Park, Uxbridge, Middlesex, UB11 1FG ("**KN**"); and
- (2) **PORTON BIOPHARMA LIMITED** incorporated and registered in England and Wales with company number 09331560 whose registered office is at Manor Farm Road, Porton Down, Salisbury, Wiltshire SP4 0JG ("**the Customer**").

KN and the Customer are collectively referred to as "the parties" and each individually as a "party".

BACKGROUND

- (A) KN is in the business of providing freight forwarding services.
- (B) The Customer wishes to appoint KN to provide freight forwarding services (as further defined below) in connection with the transportation of goods.
- (C) KN wishes to provide the Customer with such services on the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this Agreement.
- 1.2 Definitions:

"Additional Charges"	any costs, charges, surcharges and/or expenses incurred by KN and/or payable in respect of the Services, including (but not limited to): import and excise duties; value added tax (or equivalent thereof in any applicable jurisdiction); currency fluctuations, Currency Adjustment Factor (CAF) and/or Bunker Adjustment Factor (BAF); costs associated with delays in transit, alternative routing and/or increased trade tariffs; and any other costs and/or surcharges imposed by Carriers (including but not limited to fuel, terrorist or war risks surcharges);
"Affiliate"	means, in relation to either party, any person, firm, trust, partnership, corporation, company or other entity or combination thereof that directly or indirectly Controls such party, is Controlled by such party or is under the common Control with such party (and for the purpose of this expression "Control" shall mean in relation to any party, the beneficial ownership of fifty percent (50%) or more (including ownership by trusts with substantially the same beneficial interests) of the issued share capital of, or the legal power to direct, or otherwise control or influence the direction of the general management of the party in question or its holding company or parent undertaking;
"Agreement"	means this agreement for the provision of freight forwarding services, including its Schedules, as may be amended from time to time in accordance with its terms;

"Authorisation"	means (where applicable) the executed letter to HM Revenue and Customs appointing and authorising KN to submit export and/or import declarations on the Customer's behalf, a copy of which appears at the Annex to Schedule 5 (also referred to therein as the "Authorisation");
"BIFA Conditions"	means the latest edition of the British International Freight Association Standard Trading Conditions (English Edition), a copy of which as at the Commencement Date appears at Schedule 3;
"Business Day"	means a day which is not Saturday or Sunday or a bank or national holiday in England;
"Carriage Services"	any and all transportation services procured by KN acting as agent on behalf of the Customer and performed by a Carrier;
"Carrier"	a third-party transportation provider operator engaged by KN acting as the Customer's agent to provide Carriage Services (including any employee, servant, agent or subcontractor thereof);
"Change in Circumstances"	<p>means any of the following events that adversely affects the affected party's economics under this Agreement in a material manner:</p> <ul style="list-style-type: none"> (i) a change in applicable law (including but not limited to, changes in legislation, applicable regulations or as a result of any actions by any government body, which includes the reinstatement of border controls in the Schengen countries); (ii) an event of Hardship; (iii) a substantial increase in the price of a product due to a factor beyond the party's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, utilities, haulage or other manufacturing or delivery costs);
"Change Order"	as set out in clause 9 and Schedule 6;
"Charges"	means the sums payable for the Services as specified in the Charges Schedule;
"Charges Schedule"	means the schedule that details the Charges in Schedule 2;
"Commencement Date"	means the date stated at the beginning of this Agreement;
"Commercially Reasonable Efforts"	means, with respect to the efforts to be expended by either party with respect to any objective, such reasonable and diligent efforts as such party would normally use to accomplish a similar objective under similar circumstances as expeditiously as possible, which in no event shall be less than the standard of care generally adhered to in the industry of such party for the providing of such efforts, but for the avoidance of doubt, it shall not involve incurring material expense which would not reasonably be expected by the party concerned at the Commencement Date and/or material risk which would not reasonably be expected by the party concerned at the Commencement Date;
"Confidential Information"	means in relation to each party, all information and trade secrets relating to its business which come into the possession of the other party pursuant to this Agreement, whether orally, or in documentary,

	electronic, or other form including the existence and terms of this Agreement;
"Contract Managers"	means the KN Contract Manager and the Customer Contract Manager, as specified in the Services Schedule;
"Contract Year"	means the period of twelve (12) months from and including the Commencement Date and each consecutive period of twelve (12) months thereafter except that the last Contract Year of this Agreement shall be for such shorter period that commences on an anniversary of the Commencement Date and expires on the expiry or termination of this Agreement;
"Customer Contract Manager"	means a person at the Customer responsible for the relationship with KN, as specified in the Services Schedule;
"Customer Materials"	means the documents, information, items and materials (whether owned by the Customer or a third party on behalf of the Customer), other than the Goods, which are provided by the Customer to KN in connection with the Services
"Customs Services"	shall have the meaning given in Schedule 5 (where applicable);
"Dangerous Goods"	means any Goods (or part thereof, including any packaging or other materials, substances and articles forming part of the consignment), that are of a type that are or may become poisonous, corrosive, flammable, volatile, explosive or radioactive;
"Data Protection Legislation"	means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data , as amended or re-enacted from time to time, including (without limitation) the European General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR"); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended;
"Data Protection Schedule"	means Schedule 7 that details the obligations of the parties in relation to personal data;
"Delivery Point"	has the meaning given in Schedule 1.
"Direct Agent"	means KN acting in the name of and on behalf of the Customer with HM Revenue and Customs or the relevant customs authority, as defined by s.21 Taxation (Cross-Border Trade) Act 2018 (and Indirect Agent shall be interpreted by reference to the same legislation);
"Disadvantaged Party"	means, in relation to a Hardship, the party (or parties) to this Agreement that suffered (or reasonably anticipates suffering) a detrimental change to its benefits and/or obligations under this Agreement caused by the Hardship;
"Export Control Requirements"	means any applicable export control requirements, including but not limited to; any financial and/or trade sanctions, embargoes, bans and restrictions imposed on individuals, entities, governments, organisations and/or legal entities and any UK, EU and US anti-terrorism legislation;

"Facility"	has the meaning given in Schedule 1.
"Force Majeure Event"	as defined in clause 13;
"Goods"	means goods that are the subject of the Services;
"Hardship"	<p>means a material change in the balance of a party's benefits and obligations under this Agreement caused by a legal, technical, political, economic or financial event (or events) that occurs or the impact of which becomes known to the affected party during the term of this Agreement which:</p> <p>(a) is not a Force Majeure Event;</p> <p>(b) could not reasonably have been anticipated, mitigated against or avoided by the Disadvantaged Party at the time of execution of this Agreement;</p> <p>(c) is beyond the control of the Disadvantaged Party; and</p> <p>the risk of which is not otherwise expressly assumed by the Disadvantaged Party under this Agreement;</p>
"Insolvency Event"	<p>means each and any of the following in relation to a party:</p> <p>(a) any step or action is taken, any notice, document, petition or application is filed at court, or any resolution is passed, in connection with that party entering administration, a moratorium, provisional liquidation, a company voluntary arrangement, an arrangement under Part 26A of the Companies Act 2006 or any other composition or arrangement with its creditors (other than in relation to a solvent restructuring), bankruptcy, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed over any of its assets;</p> <p>(b) an event similar or analogous to those listed in a) above occurs under the law of any jurisdiction of a party; or</p> <p>(c) a party suspends, or threatens to suspend, or ceases, or threatens to cease, to carry on all or a substantial part of its business;</p>
"Intellectual Property" or "Intellectual Property Rights"	means all and any intellectual property of whatever nature in any part of the world including, without limitation, rights in designs, unregistered design right, registered designs, copyright, moral rights, rights in databases, patents, rights to inventions, trademarks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, know-how, trade secrets, rights in confidential information, in each case whether registered or unregistered and including all applications (and rights to apply) for such rights;
"International Convention"	means the international conventions pertaining to carriage of goods which have effect in English law, including but not limited to; the Montreal Convention in respect of carriage of goods by air, the CMR

	Convention in respect of carriage of goods by road, the Hague Visby Rules in respect of carriage of goods by sea, as amended and updated from time to time;
"KN Contract Manager"	means a person at KN responsible for the relationship with the Customer, as specified in the Services Schedule;
"Key Performance Indicators" or "KPIs"	means the key performance indicators as specified in the Services Schedule;
"Losses"	means all liabilities, claims, demands, damages, losses, costs, expenses or money judgments (including attorney's fees, investigative costs and other professional costs);
"Personal Data"	means the personal data that is processed by KN on behalf of the Customer in accordance with this Agreement, as further described in Schedule 7;
"Services"	means the freight forwarding and ancillary services to be provided by KN to the Customer, as set out in the Services Schedule;
"Services Schedule"	means the schedule that details the Services in Schedule 1;
"Subcontractors"	means those persons with whom KN enters into a Subcontract, and any third party with whom that third party enters into a subcontract or its servants or agents.
"Term"	means the term of this Agreement specified under clause 2;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;
"Volume"	means the volume of Services that the Customer may purchase from KN per calendar month during the Term, as specified in the Services Schedule. For the avoidance of doubt, Volumes are estimated based on the ITT documentation and are subject to change due to Customer factors and any estimates provided by Customer are for planning purposes only and do not represent a commitment or guarantee;
"WEEE"	means waste electrical and electronic equipment.

1.3 For the purposes of this Agreement:

- 1.3.1 references to clauses, recitals, Appendices, Schedules and paragraphs are to clauses of, recitals, appendices and schedules to and paragraphs of this Agreement;
- 1.3.2 the Schedules and Appendices form part of this Agreement and the expression "this Agreement" includes the Schedules and Appendices;
- 1.3.3 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and references to any gender shall include all other genders;
- 1.3.4 the headings and recitals are for convenience only and shall not affect the Agreement's construction or meaning;

- 1.3.5 unless otherwise expressly stated, references to any statute, statutory instrument, or regulation shall mean a reference to the current provision as amended from time to time, any successor legislation thereto and any regulations promulgated thereunder;
- 1.3.6 where this Agreement contains worked examples to demonstrate the intended interpretation of a provision, the worked examples shall prevail over the relevant provision to the extent of any conflict or inconsistency between them;
- 1.3.7 references to any person (which for the purposes of this Agreement shall include bodies corporate, unincorporated associations, partnerships, limited liability partnerships, governments, governmental agencies and departments, statutory bodies or other entities, in each case whether or not having a separate legal personality) shall include the person's permitted successors and assigns; and
- 1.3.8 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things and each reference throughout this Agreement to "includes" or "including" shall be construed without limitation.

2. TERM

Subject to termination in accordance with clause 18 below, this Agreement shall be effective as of the Commencement Date and shall remain in full force and effect for a period of three (3) years after which period it will automatically terminate unless extended by agreement between the parties in writing. In addition to any stated renewal periods in this Agreement, any of the Services or unit portion thereof performed by KN may be extended by the mutual consent of the parties for an additional period(s) of up to one year with the written Agreement of the Customer and KN. Such extension may be exercised on a month-to-month basis or in other stated periods of time during the one-year extension.

3. THE SERVICES

- 3.1 In consideration of the Charges payable by the Customer to KN pursuant to clauses 6 and 7, KN agrees to provide the Services to the Customer for the duration of this Agreement and on the terms of this Agreement, and the Customer agrees to purchase the Services from KN for the duration of this Agreement and on the terms of this Agreement.
- 3.2 Any additional services to those set out in Schedule 1, provided by KN to the Customer, shall be separately agreed in writing between the parties and subject to additional charges, but subject thereto shall be provided by KN on the terms of this Agreement.
- 3.3 Any terms and conditions, confirmations or any other correspondence from the Customer or KN that are in addition to, inconsistent with, or in conflict with the terms of this Agreement shall have no force or effect.
- 3.4 KN undertakes that it shall:
 - 3.4.1 perform its obligations under this Agreement in accordance with Good Distribution Practice and reasonable skill and care;
 - 3.4.2 use Commercially Reasonable Efforts to provide the Services in accordance with the agreed KPIs and comply with all reasonable instructions in writing which the Customer may give to KN concerning the Goods, relating to the storage and/or transportation of the Goods, and/or performance of the Services;
 - 3.4.3 comply with all relevant legislation and regulations to the extent applicable to the Services;
 - 3.4.4 comply with the health and safety, packaging, handling, storage, shipping and other requirements specified in Schedule 1;

- 3.4.5 comply with all written statements made by KN as part of the procurement process, including without limitation its response to the selection questionnaire and ITT (if applicable), have regard to the operating procedures as specified in the Services Schedule and agreed and initialled by both parties, its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that KN has otherwise disclosed to the Customer in writing prior to the Commencement Date;
- 3.4.6 use reasonable endeavours to meet any performance dates specified and agreed between the parties and to advise the Customer of any actual or potential delays which are reasonably foreseeable (but, for the avoidance of doubt, time shall not be of the essence, nor shall KN be responsible for any delays caused by any act or omission, nor delay in response, by the Customer or any third party);
- 3.4.7 provide such reasonable co-operation and information in relation to the Services to such of the Customer's other suppliers as the Customer may reasonably require for the purposes of enabling any such person to create and maintain any interfaces that the Customer may reasonably require;
- 3.4.8 be responsible for the Goods after the completion of loading at Customer's Facility to the start of unloading at the Delivery Point(s); Where the Customer's Order specifies that the Goods are to be collected from the premises of a third party (including Delivery Point(s)) and delivered to Customer's Facility, KN shall ensure and be responsible that the Goods are safely transported all in accordance with Customer's instructions but shall not, for the avoidance of doubt, be responsible for unloading and/or taking the Goods into the Customer's Facility unless pre-agreed by the parties in advance.
- 3.4.9 ensure that no third party (except for SubContractors) shall be able to access the Goods while in the custody or under the control of KN;
- 3.4.10 ensure the traceability of all Goods while in the custody or under the control of KN;
- 3.4.11 hold all Customer Goods in safe custody at its own risk and maintain the Customer Goods in good condition until returned to the Customer, and not dispose of or use the Customer Goods other than in accordance with the Customer's written instructions or authorisation or unless required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
- 3.4.12 notify the Customer immediately in writing on a change of control of KN.

and the undertakings given in clause 3.4 are in lieu of any other warranties and conditions expressed or implied, statutory or otherwise, in respect of the satisfactory quality of the Services.

3.5 KN warrants to the Customer that:

- 3.5.1 it has the right to enter into this Agreement and the execution, delivery and performance of this Agreement will not conflict with, violate or breach any agreement to which KN is a party; and
- 3.5.2 it has the appropriate registrations, licenses and other governmental authorisations required to carry out its obligations under this Agreement.

3.6 Except for the foregoing, KN makes no warranty or representation of any kind. All other express or implied terms, conditions and warranties (whether statutory or otherwise) on the part of KN, are hereby excluded to the fullest extent permitted by law.

3.7 The Customer acknowledges that:

- 3.7.1 In providing the Services, KN acts as freight forwarding agent, does not contract as carrier, and is not a common carrier;
- 3.7.2 the provision of the Services is subject to the availability and capacity of the relevant Carriers and Carriage Services;
- 3.7.3 Carriage Services are provided by the Carrier to the destination addresses stated in Schedule 1 however, upon the provision of sufficient prior written notice by the Customer to allow KN to perform all requisite quality and operational actions, Customer and KN may by written agreement update such destination addresses found in Schedule 1 at any time during the term of the Agreement.
- 3.7.4 when performing any customs clearance services, KN shall act as Direct Agent at all times in any and all dealings with any relevant customs authorities, and subject to the terms of the Authorisation (and the Customer hereby authorises KN to act in the capacity of Direct Agent accordingly). Any customs clearance services provided by KN as Indirect Agent shall be outside the scope of this Agreement and shall be subject to the express written agreement of KN on terms to be agreed between the parties.

4. OBLIGATIONS OF CUSTOMER

4.1 The Customer shall, and warrants that it shall:

- 4.1.1 co-operate with KN and provide KN with such information and assistance that KN may reasonably require in connection with the provision of the Services;
- 4.1.2 co-operate with all relevant authorities on all matters relating to the Services;
- 4.1.3 provide to KN in a timely manner all assistance, documents, information, items and materials in any form (whether owned by the Customer or a third party) required by KN in connection with the provision of the Services (including but not limited to proper packing of goods; providing details about contents, number, weight, dimensions and consignee details for all packages; pre-announcement of shipments in a timely manner; and ensure that these are accurate and complete in all material respects;
- 4.1.4 be responsible for any declarations concerning environmental regulations for packaging waste, WEEE, and batteries relating to the Goods;
- 4.1.5 be liable for any breach of HM Customs & Excise Regulations relating to the importation or sale of the Goods by the Customer; and
- 4.1.6 procure that KN shall be licensed to use any Intellectual Property of the Customer or any third party to the extent reasonably required for the purposes of providing the Services;
- 4.1.7 comply with any Export Control Requirements and any enquiries as required by the applicable Export Control Requirements with regard to its own business contacts, partners, subcontractors and employees;
- 4.1.8 comply with any requirements of any Carrier, including but not limited to executing any document that may be required by the Carrier (or by KN to procure the Carriage Services); and

- 4.1.9 comply with any additional responsibilities of the Customer as set out in this Agreement.
- 4.2 Without prejudice to the generality of the foregoing, the Customer hereby represents and warrants that all consignees and all shipping addresses have been checked against all publicly available UK, EU and US terrorist watchlists, blacklists, or similar publications or databases and that no positive matches were found. The Customer agrees that KN is not obliged to effect any Services that involve any (natural or legal) person listed on any such list, and KN shall have no liability in respect thereof.
- 4.3 The Customer further warrants to KN that:
 - 4.3.1 it is the owner of the Goods, and/or it is duly authorised by the owner of the Goods, and it has full capacity and authority to enter into and be bound by this Agreement;
 - 4.3.2 it has the right to enter into this Agreement and the execution, delivery and performance of this Agreement will not conflict with, violate or breach any other agreement;
 - 4.3.3 it has the appropriate registrations, licenses and other governmental authorisations required to carry out its obligations under this Agreement; and
 - 4.3.4 this Agreement is executed by a duly authorised representative of the Customer.
- 4.4 Without prejudice to the provisions of clause 4.1, the Customer acknowledges that the provision of the Services is dependent upon the timely, complete and accurate submission of information and documents required by KN in respect thereof, and that KN will rely on this information and documentation in providing the Services, including but not limited for the purposes of SOLAS declarations, customs entries, export declarations, sanctions lists checks, insurance requirements (where applicable) and for other legal, regulatory, compliance and commercial purposes directly or indirectly related to the provision of the Services. Accordingly, the Customer further warrants that:
 - 4.4.1 it has supplied to KN all material information and documentation relating to its requirements and the Services, and that such information and documentation is up to date, complete and accurate;
 - 4.4.2 it will ensure on an ongoing basis that such information is kept up to date, complete and accurate at all times;
 - 4.4.3 it will immediately supply complete and accurate information and/or documentation which KN may request for submission to any Carrier and/or customs authority and/or insurer and/or other authority.

5. DANGEROUS GOODS

- 5.1 Unless expressly agreed by KN in writing, in no circumstances shall the Customer instruct or require KN to perform any Services in relation to Dangerous Goods, whether the nature of such Goods is known or unknown to the Customer.
- 5.2 Where KN agrees to perform Services in respect of Dangerous Goods, the Customer warrants and undertakes to:
 - 5.2.1 ensure that KN has received precise and correct identification in all material respects of the Dangerous Goods in advance;
 - 5.2.2 ensure that all Dangerous Goods are presented, packaged, secured and labelled in strict accordance with statutory requirements from time to time; and

5.2.3 comply with all applicable legislation and guidelines.

5.3 KN reserves the right to:

5.3.1 impose additional special conditions in relation to any Goods which, in KN's reasonable opinion, are or are likely to be or to become Dangerous Goods;

5.3.2 without liability, and at the Customer's expense, arrange for the destruction or disposal of any Goods which, in KN's reasonable opinion, are or are likely to be or to become Dangerous Goods (and the parties agree that, save in cases of emergency, KN shall not exercise this right without first providing the Customer with a reasonable opportunity to inspect and/or remove the Goods itself).

6. CHARGES

6.1 In consideration of the provision of the Services by KN, the Customer shall pay the Charges in accordance with the provisions set out in Schedule 2 and the provisions of clause 7.

6.2 The quoted Charges in Schedule 2 shall remain firm and fixed ("Firm Charges") for the first 12 months of this Agreement.

6.3 Any non-specific service item Charge, which is necessary for satisfactory completion of the Services under this Agreement but not specified in Schedule 2, shall be deemed as an Additional Charge(s), which shall be payable by the Customer pursuant to clause 7.3.

6.4 The Customer acknowledges and agrees that:

6.4.1 The Charges are based on third party costs and rates (including Carriers' rates) and are subject to fluctuation and various market and global factors;

6.4.2 accordingly, above, upon written notice of no less than 21 days KN shall be entitled to:

(a) increase the Charges no more than once annually through an amendment to the Agreement on each anniversary of this Agreement in response to any change in circumstances that increases the costs of the Services (including, without limitation, legislation changes) KN shall submit all proposed requests to amend the Charges to Customer directly in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of the Services. The request must show all proposed amendments by line item and include supporting documentation acceptable to Customer; and

(b) increase the Charges annually to the lowest of either:

(i) by 8% calculated by reference to the Charges over the preceding twelve (12) month period(s); or

(ii) by a percentage equal to the percentage increase in the consumer price index or a replacement index (all items) published by the National Office for Statistics over the previous 12 months.

6.4.3 the manner in which the Charges are structured and/or calculated shall in no circumstances prejudice, impact or waive the provisions of clause 3.7.1.

6.4.4 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Agreement.

7. INVOICING AND PAYMENT

- 7.1 KN shall invoice the Customer for the Charges at the intervals specified in Schedule 2, at the end of each calendar month for Services performed during that month/on a shipment-by-shipment basis.
- 7.2 The Customer shall pay each valid invoice submitted to it by KN within 30 days of receipt/ of invoice to the bank account nominated in writing by KN from time to time, in full and in cleared funds, and without any set-off, counterclaim, deduction or withholding.
- 7.3 Where Additional Charges are incurred, KN shall have the right (but not the obligation) to:
- 7.3.1 abbreviate the timescales referred to in clause 7.1 for submission of the relevant invoice(s); and
 - 7.3.2 reduce the timescale for payment set out in clause 7.2 and/or demand immediate payment and/or payment in advance,
- in respect of part or all of the Additional Charges.
- 7.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay KN any sum due under this Agreement on the due date, either in full or in part:
- 7.4.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment;
 - 7.4.2 interest will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%;
 - 7.4.3 KN may, without liability under this Agreement, withdraw any agreed credit terms until payment has been made in full.
- 7.5 Without prejudice to any other right or remedy that it may have, KN's rights under clause 7.4.3 shall also apply in the event of:
- 7.5.1 a change in any relevant credit insurance terms;
 - 7.5.2 the Customer becoming subject to an Insolvency Event.
- 7.6 Without prejudice to any other rights and remedies which KN may have, KN shall be entitled to suspend the provision of Services in full or in part in case of (i) any delay in payment of any invoice, when due save for any billing disputes, or (ii) change in credit insurance terms by its insurer, each immediately upon notice served to the Customer (such notice to include email). This suspension shall result in an equivalent extension of any performance deadlines applicable to the Services. The Customer shall assume full liability for such suspension and indemnify KN in respect of all liabilities arising in connection with the suspension.
- 7.7 Should Customer dispute, in good faith, and withhold payment on any portion of the Charges under this Agreement, Customer will notify KN in writing within fifteen (15) Days following the Payment Due Date identifying the amount, reason and rationale of such dispute. At a minimum, Customer will pay all undisputed amounts due to KN. Both Customer and KN agree to expedite the investigation of any disputed amounts, promptly provide reasonably requested documentation regarding the amount disputed, and work in good faith in an effort to resolve and settle the dispute through informal means prior to invoking any other rights or remedies.

8. HARDSHIP

- 8.1 In the event of Hardship, a Disadvantaged Party (or where both parties are Disadvantaged Parties, each party) may submit a request to the other party to renegotiate such provisions of

this Agreement that are affected by the Hardship (the "Hardship Notice"). The Hardship Notice must:

- 8.1.1 be submitted in writing;
 - 8.1.2 include details and evidence of the event causing the Hardship and the resulting impact including the increased burden or loss of benefit suffered or anticipated by the Disadvantaged Party;
 - 8.1.3 specify the changes that the Disadvantaged Party is proposing to this Agreement to remove or alleviate the effect of the Hardship; and
 - 8.1.4 be delivered promptly following the date of the Disadvantaged Party's actual or imputed knowledge of the impact of the Hardship.
- 8.2 Following receipt of the Hardship Notice by the other party, the parties agree to use Commercially Reasonable Efforts to promptly renegotiate this Agreement in good faith so as to avoid or mitigate the Hardship to the extent reasonably possible.
- 8.3 If the parties are unable to agree written amendments to this Agreement in accordance with clause 8.2 within thirty (30) days of the date of receipt of the Hardship Notice, then the matter shall be referred to the stage 2 representatives (who will be senior individuals in each party and specified by the respective parties to the relevant agreement at that time). The stage 2 representatives will meet within seven (7) days to discuss the dispute and attempt to resolve it on the same basis as set out in clause 8.2 within thirty (30) days.
- 8.4 If the parties are unable to agree written amendments to this Agreement within the periods set out in clause 8.3, the Disadvantaged Party may terminate this Agreement with [thirty (30)] days' written notice provided that at the time such notice is served relevant written amendments to this Agreement have still not been agreed between the parties.
- 8.5 The provisions of this clause 8 are without prejudice to any other rights and remedies the parties may have under this Agreement or otherwise. A Disadvantaged Party is not excused from any non-performance of its obligations in connection with this Agreement and remains fully liable for its obligations under this Agreement:
- 8.5.1 unless and until the Agreement is terminated in accordance with its terms; and
 - 8.5.2 except to the extent otherwise expressly agreed by the parties in writing.
- 8.6 Termination of this Agreement pursuant to this clause 8 shall be without prejudice to the obligations of each party which arise on termination, or which apply after termination.

9. CHANGE CONTROL

- 9.1 Either party may propose changes to the scope or execution of the Services and/or to this Agreement.
- 9.2 No proposed changes shall come into effect until a Change Order in the form of the template Change Control Note set out at Schedule 6 has been signed by both parties. A Change Order shall be a document setting out the proposed change(s) and the effect that the change(s) will have on:
- 9.2.1 the Services;
 - 9.2.2 the Charges; and
 - 9.2.3 any other terms of this Agreement.
- 9.3 If KN wishes to make a change, it shall provide a draft Change Order to the Customer.

- 9.4 If the Customer wishes to make a change:
- 9.4.1 it shall notify KN and provide as much detail as KN requires of the proposed change(s), including the timing of the proposed changes; and
 - 9.4.2 KN shall, as soon as reasonably practicable after receiving the above information provide a draft Change Order to the Customer, who shall provide its feedback within a reasonable time; or
 - 9.4.3 If KN considers that the proposed change is unachievable, it shall reject the request from the Customer within a reasonable time, providing its reasons why the change is unachievable.
- 9.5 The parties shall discuss the Change Order in good faith and within a reasonable time.
- 9.6 If the parties agree to the Change Order, they shall sign it and that Change Order shall amend this Agreement.
- 9.7 If the parties are unable to agree the Change Order, either party may require the disagreement to be dealt with in accordance with clause 32.

10. CONFIDENTIAL INFORMATION

- 10.1 Each party undertakes in relation to the Confidential Information of the other party:
- 10.1.1 to keep all Confidential Information confidential during the term of the term of this Agreement, and for a period of three (3) years after termination or expiry of this Agreement;
 - 10.1.2 not to use Confidential Information except for the purposes of performing its obligations under this Agreement (and in particular not to use Confidential Information to obtain a commercial, trading or any other advantage);
 - 10.1.3 not, without the other's prior written consent, to disclose Confidential Information to any other person except those of its employees, officers, representatives and advisers who need to know the Confidential Information for the purposes of performing its obligations under this Agreement; and
 - 10.1.4 at the end of the Term to return all Confidential Information or, where return is not possible, to delete, destroy or render inaccessible such Confidential Information, save as for one confidential copy that may be retained in a party's confidential files solely for purposes of monitoring compliance with the terms hereof and, where applicable, for the purposes of regulatory compliance.
- 10.2 Clause 10.2 shall not apply to Confidential Information to the extent that it is or was:
- 10.2.1 already in the possession of the other free of any obligation of confidentiality on the date of its disclosure to such other party;
 - 10.2.2 in the public domain other than as a result of a breach of this clause 10;
 - 10.2.3 required to be disclosed:
 - (a) pursuant to applicable law, by any governmental or regulatory body or by a securities exchange of competent authority; or
 - (b) in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice,

but only to the extent and for the purpose of that disclosure and provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

- 10.3 Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of clause 10 and accordingly a party will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of this clause 10.
- 10.4 The Customer understands and agrees that KN may use any data, whether confidential or not, related to the Services on an aggregated and anonymised basis. Such aggregated and anonymous data shall not constitute Confidential Information and shall not be subject to this clause 10.

11. DATA PROTECTION

- 11.1 Each party shall comply with its obligations under Data Protection Legislation with respect to the Personal Data it processes and each party agrees that it shall not intentionally do or omit to do anything that would cause any other party to breach Data Protection Legislation.
- 11.2 The parties agree that the provisions of Schedule 7 will apply.

12. ETHICS

- 12.1 Both parties shall:
 - 12.1.1 comply with all applicable laws including laws relating to anti-bribery, anti-slavery, anti-facilitation of tax evasion, including the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 ("Relevant Requirements");
 - 12.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in the United Kingdom;
 - 12.1.3 have and maintain in place throughout the Term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010 to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - 12.1.4 promptly report to the other party any request or demand for any undue financial or other advantage of any kind or any request to facilitate the evasion of tax received by it in connection with the performance of the Services or its obligations under this Agreement; and
 - 12.1.5 upon reasonable request by the other party (but not more than once per Contract Year), certify to that other party in writing that it complies with this clause 12 and provide such supporting evidence of compliance as reasonably required.

13. FORCE MAJEURE

- 13.1 "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:
 - 13.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 13.1.2 epidemic or pandemic;
 - 13.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

- 13.1.4 nuclear, chemical or biological contamination or sonic boom;
- 13.1.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, embargo quota or prohibition, or failing to grant a necessary licence or consent;
- 13.1.6 collapse of buildings, fire, explosion or accident; and
- 13.1.7 any labour or trade dispute, strikes, industrial action or lockouts [(other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- 13.2 Provided it has complied with clause 13.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 13.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 13.4 The Affected Party shall:
 - 13.4.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
 - 13.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 13.5 Where the Force Majeure Event continues for a period longer than 40 Business Days, calculated from the date of notification of the party who has suffered the Force Majeure Event, or where the parties reasonably conclude that it will last for more than 40 Business Days from the date of such notification, either party may terminate this Agreement, or the relevant affected Service, with immediate effect, on giving notice to the other party.

14. SPECIAL PROVISIONS RELATING TO CUSTOMS SERVICES

- 14.1 Where the Customer instructs KN to provide, and KN agrees to provide, Customs Services to the Customer as part of the Services under this Agreement, the parties agree that the provisions of Schedule 5 shall apply to provision of all such Customs Services.
- 14.2 Where the Customer has not instructed KN to provide, or KN has not agreed to provide, Customs Services to the Customer as part of the Services under this Agreement, Schedule 5 shall be marked as "Not Applicable".
- 14.3 The parties agree that the rights, remedies and obligations in Schedule 5 are intended to be supplemental and cumulative to the rights, remedies and obligations set out in the main body of this Agreement, and the latter shall continue to apply save where expressly otherwise stated in Schedule 5. In the event of a conflict between Schedule 5 and the main body of this Agreement, the former shall prevail over the latter.

15. INDEMNITIES

- 15.1 The Customer shall indemnify, defend and hold harmless KN on demand from and against any and all Losses to the extent arising out of or relating to:
 - 15.1.1 the Customer warranties in clause 4;

- 15.1.2 any Carrier and/or any third party claiming to have an interest in or in connection with the Goods and/or the Services (including the Carriage Services);
- 15.1.3 without prejudice to the generality of clause 15.1.1, damage to property, death or personal injury arising out of or in connection with the storage, handling or carriage of any Goods which are waste or Dangerous Goods;
- 15.1.4 the Customer's failure to comply with any statutory or HMRC requirements, including administrative requirements, concerning the payment of tax, customs or duties in respect of any of the Goods; and

,

except to the extent the Losses arise as a result of the breach of contract or negligence of KN, its Affiliates, employees, agents or subcontractors.

- 15.2 The provisions of this clause 15 shall continue in force after termination or expiry of this Agreement.

16. LIMITATION OF LIABILITY

- 16.1 Nothing in the Agreement shall be taken to exclude or restrict the liability of a Party (or any other person) for:
 - a) negligence resulting in death or personal injury;
 - b) fraudulent misrepresentation or other fraud;
 - c) wilful default;
 - d) infringement of the copyright, database right, trade marks or other intellectual property rights of the other Party or the licensors of the other Party;
 - e) payment of any amount payable in accordance with the Agreement; or
 - f) any matter for which it would be unlawful to exclude or restrict liability.
- 16.2 All provisions of the Agreement that have as their object or effect the exclusion or limitation of liability shall be read subject to this Clause 16.1.
- 16.3 **Liability in respect of Consignments:** If the Warsaw Convention (whether amended or unamended), the Montreal Convention, the Hague Rules, the Hague Visby Rules or any other international convention is compulsorily applicable, the relevant limitation amounts set out therein shall apply. In all other cases, the limitation amounts set out herein shall apply. Furthermore, subject to Clause 16.1 KN shall not be liable for any loss, damage, delay, mis-delivery or non-delivery of Consignments caused by circumstances beyond the reasonable control of KN.
- 16.4 Subject to the above and Clause 16.1, KN's liability:
 - a) for loss of or damage to any Consignment shall not exceed the lesser of: (a) the value of the Goods lost or damaged; or (b) a sum at the rate of two Special Drawing Rights (SDRs) as defined by the International Monetary Fund per kilo of gross weight of the Goods lost or damaged;
 - b) for loss or damage as a result of failure to deliver or arrange delivery of a Consignment in a reasonable time or to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of KN's charges in respect of the Consignment in question; and

- c) in respect of all other claims relating to any Consignment shall not exceed the lesser of: (a) the value of the applicable Goods; or (b) the lesser of (i) a sum at the rate of two SDRs per kilo of gross weight of the applicable Goods or (ii) 75,000 SDRs in respect of any one Consignment.

16.5 Limitations of liability. Subject to Clause 16.1:

- a) neither party shall in any circumstances be liable for any loss of profit or other financial loss, loss of market, loss of goodwill or reputation, or for any indirect or consequential loss or damage whatsoever arising out of or in connection with the Agreement; and
- b) each Party's entire liability in respect of all causes of action arising out of or in connection with the Agreement shall be limited to: (a) the amount specifically agreed by the Parties under the Agreement (Agreed Limit of Liability);

Scope of limitations of liability: Any provision of the Agreement that has as its object or effect the exclusion or limitation of liability shall, unless expressly stated to the contrary in that provision, operate to exclude or limit liability on whatever basis incurred, whether for breach of Agreement, in tort (including negligence) or otherwise.

- 16.6 **Insurance:** KN will implement in any applicable SOPs in relation to the Customer and advise (on insurance quotations) or provide accordingly any insurance on behalf of Customer prior to each shipment, if requested by Customer. Alternatively, KN may agree to arrange enhancements to its own insurance cover as it applies to risks and liabilities in connection with the Goods and Services, and to accept increases in the limits of its liability under the Agreement accordingly. Any such increases will be effective only if agreed in writing by both parties, and subject to KN (on the basis it shall use reasonable efforts to do so) obtaining the applicable payment from its insurers in the event of a claim. KN shall be entitled to charge Customer the cost of effecting the applicable enhancements to KN's insurance cover as above.

17. INSURANCE

- 17.1 The Customer shall be responsible for insuring the Goods.

- 17.2 During the Term of this Agreement, and for a period of five (5) years after its termination or expiration for any reason, each party shall maintain, at its own cost, full and sufficient public liability insurance, employer's liability insurance and such other types of insurance as are customary for persons and entities in this line of business, with sufficient coverage for its actual and potential liabilities hereunder with financially sound and reputable insurers, and shall provide to the other party a certificate of such insurance (or equivalent) upon request. Each Party shall provide the other Party with 7 days' advance written notice in the event of a cancellation of such insurance policy.

18. TERMINATION

- 18.1 Either party may terminate this Agreement by written notice at a date set in such notice in the event of a material breach of this Agreement (other than a breach of any payment obligations) by the other party, provided that, if the breach is curable, the breaching party fails to cure such breach within thirty (30) Business Days from the date of such notice.
- 18.2 If, in the opinion of KN the Customer is associated with unethical behaviour and association with the Customer would bring the reputation of KN into disrepute, KN may terminate this Agreement immediately by written notice.
- 18.3 If either party experiences an Insolvency Event it shall promptly notify the other party in writing giving particulars of the circumstances whereupon such other party may terminate this Agreement immediately by written notice to the extent permitted by law (for the avoidance of

doubt, this Agreement may be terminated upon the occurrence of an Insolvency Event notwithstanding that the written notice may not have been given as required).

- 18.4 Any failure to make payment of even a single undisputed invoice when due which is not remedied within thirty (30) days after notice to pay has been served shall result in the immediate maturity of all other invoices for services rendered and KN shall be entitled to terminate this Agreement immediately by written notice.
- 18.5 The Customer may terminate this agreement at any time and for any reason, on giving not less than 3 months' prior written notice to KN
- 18.6 For the purposes of Clause 18.1, a material breach means:
 - (a) repeated breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
 - (b) a breach that has a serious effect on the benefit the terminating party would otherwise derive from this agreement over any 2-month period during its term.

19. CONSEQUENCES OF TERMINATION

- 19.1 On termination or expiry of this Agreement each party shall at the request of the other party, within five (5) Business Days of such request and at the requesting party's cost, return to the requesting party or otherwise destroy (at such party's election) all documents and Confidential Information, together with all know-how and/or information of a technical nature which it has in its possession and which were provided to it by the requesting party, together with all copies thereof (except one (1), which may be retained for the purposes of complying with applicable regulatory obligations, or to perform and enforce its surviving obligations under this Agreement).
- 19.2 With effect from termination or expiry of this Agreement neither party shall make any use for any purpose whatsoever of any relevant Intellectual Property or Confidential Information which is the property of the other party and shall ensure that copies thereof are dealt with in accordance with clause 10.
- 19.3 On termination or expiry of this Agreement, save as provided in clause 19.4, KN shall cease to provide the Services to the Customer, and will issue the Customer with an invoice for all outstanding Charges in respect of the period up to the date of termination. Such invoice shall be paid in accordance with the provisions of clause 7.
- 19.4 If KN has any work in progress as at the date of termination, KN shall, at its discretion, be entitled to complete such work in progress, and the Customer shall pay the relevant Charges for such work in progress in accordance with clauses 6, 7 and 19.3.
- 19.5 Any termination or the expiry of this Agreement will not affect the coming into force or the continuance in force of any provision which is intended to come into or continue in force on or after such termination or expiry.
- 19.6 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach that existed at or before the date of termination.
- 19.7 During the period commencing on the date on which either party gives notice to terminate this Agreement and ending on the date on which this Agreement expires, at the Customer's expense, KN shall render such assistance to the Customer or to a third party as the Customer may reasonably request to enable an orderly assumption of the relevant Services to be effected by the Customer or by a third party nominated by the Customer. To the extent any such

assistance exceeds the scope of the Services to be performed under this Agreement, KN shall be entitled to charge a reasonable sum (determined by KN) for such assistance and any reasonable expenses incurred in providing such assistance, to be invoiced at a frequency determined by KN and paid by the Customer in accordance with the provisions of clause 7.

20. TUPE (NOT USED)

21. TRADE CONTROL

21.1 The Customer warrants that:

21.1.1 the Customer and its owners as well as all parties to Customer's consignments and transactions, including their respective owners, and

21.1.2 the Customer's transactions for which KN provides the services,

are not subject to any applicable US, EU or national customs, import, export, trade control or sanctions laws and regulations that would prohibit such services.

21.2 The Customer shall supply KN, in writing, with all documents and information including, but not limited to, commodity classification numbers, customs valuations, country of origins, export control classification numbers and any required export, re-export, transit or import licenses permits, authorisations or exemptions ("Customer Data") necessary for KN to provide the services in accordance with applicable laws and regulations.

21.3 The Customer warrants that the Customer Data is complete and accurate. Customer shall immediately advise KN of any errors, discrepancies, incorrect statements or omissions in Customer Data filed by KN on Customer's behalf with Customs and other authorities or third parties.

21.4 The Customer acknowledges that KN is not the exporter of record, importer of record, fiscal representative, ultimate consignee or end-user and that KN is unable to sign government forms on behalf of such parties.

21.5 The Customer shall indemnify and hold harmless KN and all KN Affiliates from all claims, expenses, losses, penalties and damages, including reasonable attorneys' fees, arising from or in connection with Customer's failure to comply with obligations in this clause 21.

22. NON-SOLICITATION

22.1 The Customer undertakes that it shall not (and shall procure that no member of its group shall) at any time during the Term of this Agreement or for a period of one (1) year thereafter directly or indirectly (except with the prior written consent of the other party):

22.1.1 attempt to solicit or entice away; or

22.1.2 solicit or entice away,

from the employment or service of KN (or any member of its group) the services of any employee, agent or representative who has been engaged by KN in the provision of the Services or the management of this Agreement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of KN or any member of its group.

22.2 The parties shall be bound by the covenant set out in clause 22.1 during the Term, and for a period of 12 months after termination or expiry of this Agreement.

23. VARIATION

Subject to clause 9, no variation to this Agreement shall be effective unless it is in writing and signed by the parties.

24. WAIVER

24.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

24.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

25. NOTICES

25.1 Any notice to be given under this Agreement shall be:

25.1.1 in writing in the English language;

25.1.2 signed by or on behalf of the party giving it; and

25.1.3 addressed to the other party at its registered office or principal place of business or such other address as may have been notified for these purposes, marked for the attention of the Contract Manager, with a copy to the Company Secretary (in the case of KN), and for the attention of Director of Supply Chain (in the case of the Customer).

25.2 A notice shall either be:

25.2.1 delivered by hand;

25.2.2 sent by first class pre-paid post, recorded delivery or special delivery; or

25.2.3 sent by airmail or by reputable international overnight courier (if notice is to be served by post to an address outside the country from which it is sent).

25.3 A notice shall be deemed to have been received:

25.3.1 if delivered by hand, on signature of a delivery receipt;

25.3.2 if sent by pre-paid first class post, recorded delivery or special delivery (or equivalent service) to an address in the United Kingdom, at 9.00am on the second (2nd) Business Day after posting;

25.3.3 if sent by pre-paid airmail to an address outside the country from which it is sent at 9.00 am on the fifth (5th) Business Day after posting; or

25.3.4 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt,

provided that a notice delivered or posted, as appropriate, after 5.00pm on any Business Day or on a non-Business Day shall be deemed delivered or posted, as appropriate, at 9.00am on the next Business Day. Except as specifically provided for in this Agreement, emails shall not be deemed a proper means of notification for the purposes of this clause.

25.4 A communication which this Agreement states may be sent by email shall be deemed served if sent to the email address which is notified by each party to the other from time to time for this

purpose, at the time the email is delivered, which shall be taken to be when the email is first accessible by the addressee.

26. RELATIONSHIP OF THE PARTIES

- 26.1 Save as expressly set out in this Agreement, nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party to this Agreement the agent, fiduciary or employee of any other party to this Agreement.
- 26.2 Save as required for the procurement of Carriage Services with Carriers, no party to this Agreement will have any authority to impose any obligation to a third party on any other party to this Agreement.

27. ASSIGNMENT AND SUBCONTRACTING

- 27.1 Subject to paragraph 2.4 of Schedule 7, Neither party will assign or transfer any rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld), except that KN may assign or transfer any rights or obligations under this Agreement without such consent to an Affiliate or its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates.
- 27.2 KN's Affiliates may, from time to time, fulfil KN's obligations under this Agreement.
- 27.3 KN shall be permitted to subcontract any or all of its obligations under this Agreement at any time but shall remain liable for all acts and omissions of its subcontractors and the acts and omissions of those employed or engaged by such subcontractors as if they were its own. An obligation on KN to do, or to refrain from doing, any act or thing shall include an obligation on KN to procure that its employees, staff, agents and subcontractors (and their employees, staff and agents) also do, or refrain from doing, such act or thing.
- 27.4 KN shall, on request from Customer, provide Customer with details of any sub-contractors engaged, or proposed to be engaged, by KN in connection with the provision of the Services.
- 27.5 It is acknowledged and agreed that where KN is employing the services of any subcontractors in providing the Services to Customer, Customer shall have no liability to any of KN's subcontractors whatsoever, whether directly or indirectly.

28. ENTIRE AGREEMENT

- 28.1 This Agreement and any documents appended or expressly incorporated constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 28.2 Each party agrees that it does not rely on and will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 28.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

29. CONFLICT BETWEEN DOCUMENTS

- 29.1 If and to the extent there is a conflict, discrepancy or inconsistency between any of the provisions of:
- 29.1.1 any International Convention which applies by force of law;
- 29.1.2 the Data Protection Schedule;

- 29.1.3 the main body of this Agreement;
- 29.1.4 the Services Schedule;
- 29.1.5 the Charges Schedule;
- 29.1.6 the BIFA Conditions (subject always to clause 3.7.3 and clause 30);
- 29.1.7 any of the other Schedules; or
- 29.1.8 any other document or form used by the parties,

the earlier listed document shall prevail over the later listed document, except to the extent that the Services Schedule expressly and specifically states an intent to supersede this Agreement on a specific matter.

30. RIGHTS AND REMEDIES

- 30.1 Unless expressly stated in relation to any clause of this Agreement, the rights and remedies given to the parties in this Agreement are:

- 30.1.1 in addition to;
- 30.1.2 without prejudice to; and
- 30.1.3 not exclusive of;

any and all other rights or remedies given to them whether by this Agreement, by law or otherwise and all such rights and remedies are cumulative.

31. SEVERABILITY

- 31.1 Each provision or part-provision of this Agreement is severable and distinct from the others.
- 31.2 If any provision or part-provision of this Agreement is or becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law in any jurisdiction, but would be valid, legal and enforceable if the provision or part-provision were modified, that provision or part-provision will apply with whatever modification is necessary to make it valid, legal and enforceable. If such modification is not possible, it will to that extent be severed from the remainder of this Agreement and in either case neither the validity, legality and enforceability of the remaining provisions will be affected.

32. DISPUTE RESOLUTION

- 32.1 If any dispute arises in connection with this Agreement (a "Dispute"), either party may by written notice (a "Referral Notice") to the other party refer the matter for resolution.
- 32.2 Once a Referral Notice has been served in relation to a Dispute, that Dispute shall be referred for resolution to the Contract Managers. The Contract Managers shall meet at the earliest convenient time and in any event within thirty (30) days of the date of service of the relevant Referral Notice ("First Resolution Period") and shall in good faith attempt to resolve the Dispute.
- 32.3 If a Dispute has not been resolved within the First Resolution Period it shall be referred for resolution to the stage 2 representatives (who will be senior individuals in each party and specified by the respective parties to the relevant agreement at that time). Those stage 2 representatives shall meet at the earliest convenient time and in any event within thirty (30) days of the date the matter is referred to them for resolution ("Second Resolution Period") and shall in good faith attempt to resolve the Dispute within the Second Resolution Period.

- 32.4 If a Dispute is not resolved within the Second Resolution Period, the parties may elect (but shall not be obliged) to attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed in writing between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice to the other party to the Dispute requesting a mediation ("ADR Notice"). A copy of the request should be sent to CEDR Solve. The mediation will start no later than [thirty (30)] days after the date of the ADR Notice, unless otherwise agreed in writing.
- 32.5 Subject to clause 32.6, the procedures set out in clauses 32.1 to 32.3 will be followed prior to the commencement of any proceedings by either party in relation to a Dispute.
- 32.6 Nothing in this clause 32 will prevent or delay either party from:
- 32.6.1 seeking orders for specific performance, interim or final injunctive relief;
 - 32.6.2 exercising any rights it has to terminate this Agreement; or
 - 32.6.3 commencing any proceedings where this is necessary to avoid any loss of claim due to the rules on limitation of actions.

33. THIRD PARTY RIGHTS

Save as expressly stated in this Agreement or provided under clause 27, no third party (as defined in the Contracts (Rights of Third Parties) Act 1999) except any permitted successor or assignee of any party to this Agreement has any rights under that Act to enforce any term of this Agreement.

34. GOVERNING LAW AND JURISDICTION

- 34.1 This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and Wales.
- 34.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts by the parties, each of which when executed and delivered shall constitute an original, but all of which together shall constitute one and the same agreement. Delivery of the executed Agreement by electronic means is equally as effective and binding as delivery of an originally executed Agreement.

36. ELECTRONIC SIGNATURE

Each party agrees that this Agreement may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the parties' intention to be bound by this Agreement as if signed by each party's manuscript signature.

SIGNED for and on behalf of KUEHNE +)
NAGEL LIMITED)
DocuSigned by:
Brian Cox
Signature: 400928A5AA4A4B7...
Name: Brian Cox
Title: Managing Director
Date: 05-Mar-2024

SIGNED for and on behalf of KUEHNE +)
NAGEL LIMITED)
DocuSigned by:
Allison Best
Signature: C483AE8534D0417...
Name: Allison Best
Title: Finance Director UK
Date: 07-Mar-2024

SIGNED for and on behalf of PORTON)
BIOPHARMA LIMITED)
DocuSigned by:
Mike Austin
Signature: 15EB2295EC930433...
Name: Mike Austin
Title: CEO
Date: 06-Mar-2024

SCHEDULE 1 – SERVICES**SERVICES SCHEDULE**

For the avoidance of doubt, and in accordance with clause 29 of the Agreement, if and to the extent there is a conflict, discrepancy, or inconsistency between any of the provisions in the main body of the Agreement and any of the provisions of this Services Schedule, the terms of the Agreement shall prevail over this Services Schedule, except to the extent that this Services Schedule expressly and specifically states an intent to supersede the Agreement on a specific matter.

Service specifications	Refer to Schedule 3 – Tender Documents
Goods (including size of Goods)	Refer to Schedule 3 – Tender Documents
Additional information in relation to the Goods	<p>Safety hazards or special precautions for storage, handling or carriage of the Goods, required by the nature, weight or condition of the Goods or by any applicable law</p> <p>The enclosed documentation (Material Safety Data Sheets ('SDS')) provides comprehensive information about the composition, physical and chemical properties, health effects, and environmental impacts of a substance or mixture of the Goods. It also contains guidance on the safe handling, use, storage, and disposal of the Goods.</p>
Lanes	Refer to Schedule 3 – Tender Documents and as may be agreed on a case-by-case basis, in writing, between the parties prior to acceptance of any booking.
Destination Address(es)	<p>Refer to Schedule 3 – Tender Documents and as may be agreed on a case-by-case basis, in writing, between the parties prior to acceptance of any booking.</p> <p>Customer's Facility: [REDACTED]</p> <p>• Delivery Point(s):</p>
KN Contract Manager (and contact person for day to day communications)	<p>[REDACTED]</p> <p>Redacted' Under FOIA Section 40, Personal Information</p>
Customer Contract Manager (and contact person for day to day communications)	<p>[REDACTED]</p> <p>Redacted' Under FOIA Section 40, Personal Information</p> <p>CC</p> <p>Redacted' Under FOIA Section 40, Personal Information</p>
Other key requirements	n/a
Volume	
Any other agreements or policies that are to apply	
Other provisions, or modifications to the Agreement	

SCHEDULE 2 – CHARGES

Rates



KN Lane ID	Origin Country Code [2 Letter Code]	Origin Country Name [Full Name]	Origin State	Origin City	Origin City ZIP Code	Pick-Up Zone - A/B/C Etc	KN Assigned Origin Gateway [3 Letter Code]	KN Assigned Origin Gateway [3 Letter Code]
1						C		
2						ALL		
3						C		
4						C		
5						C		
6						C		
7								
8								

Origin Info								
	Destination Country Code [2 Letter Code]	Destination Country Name	Destination State	Destination City	Destination Zip Code	Delivery Zone [All / A / B / C / etc.]	KN Assigned Destination Airport [3 Letter Code]	KN Assigned Destination Airport [3 Letter Code]
						ALL		
						C		
						A		
						ALL		
						D		
						C		

Dest. Info	LANE REQUIREMENTS SPECIFICATION							
	Weight/ Volume Ratio [E.g. 1:6]	KN Service Level	KN Service Level	Terms of Delivery (DTD / DTA / ATA / ATD)	INCOTERMS [E.g. EXW / FOB / etc.]	Commodities [Description]	Rates Validity (START DATE) [dd.mm.yyyy]	Rates Validity (END DATE) [dd.mm.yyyy]
	▼	▼	▼	▼	▼	▼	▼	▼
	1:6		EXP	DTD			10.10.2023	31.12.2023
	1:6		EXP	DTD			10.10.2023	31.12.2023
	1:6		EXP	DTD			10.10.2023	31.12.2023
	1:6		EXP	DTD			10.10.2023	31.12.2023
	1:6	+02C to +08C delivery	EXP	DTD			10.10.2024	31.12.2024
	1:6	Ambient delivery	EXP	DTD			10.10.2024	31.12.2024

RATES ORIGIN AIRPORT TO NAMED AIRPORT													
Currency	Precarriage Minimum Fee	Origin Airport Transfer Fee (Min)	Origin Airport Transfer Fee (Per Kg)	Origin Carrier Handling (MIN)	Origin Carrier Handling (FLAT PER KG)	Origin Carrier THC (MIN)	Origin Carrier THC (Per kg)	Electronic E- Manifest Fee Min	Secondary Screening Cost (If Required) (Minimum)	Secondary Screening Cost (If Required) (Per Kg)	Export Custom Clearance Fee	Temp Controlled Fee Min	Transit Time ATA [HOURS]
	▼	▼	▼	▼	▼	▼	▼	▼	▼	▼	▼	▼	▼
GBP					0.00	0.00							
GBP			0.00		0.00	0.00							
GBP					0.00	0.00							
GBP					0.00	0.00							
GBP													
GBP													

RATES AIRPORT TO AIRPORT														
Currency	Origin Linehaul (Min)	Origin Linehaul (Flat Per Kg)	Minimum Air Freight	Air Freight - 45kgs	Air Freight +45kgs	Air Freight +100kgs	Air Freight +300kgs	Fuel Charge (Flat Per kg)	Security Charge (Flat Per Kg)	Carrier	Routing	Transit Airport Code	Departure Days Per Week	Transit Time - ATA Only
GBP	0.00	0.00						0.80	0.00				1,2,3,4,5,6,7	
GBP	0.00	0.00						0.00	0.00				1,2,3,4,5,6,7	
GBP	0.00	0.00						0.00	0.00				1,2,3,4,5,6,7	
GBP	0.00	0.00						0.00	0.00				1,2,3,4,5,6,7	

RATES DESTINATION AIRPORT TO DOOR													
Currency	Destination Gateway Linehaul (Minimum)	Destination Gateway Linehaul (Per Kg)	Destination Airport Transfer Fee (Min)	Destination Airport Transfer Fee Per Kg	Destination Carrier Handling Fee (Min)	Destination Carrier Handling Per Kg	Delivery (MAX/PER TRUCK)	Import Customs Clearance Fee (Min)	Import Customs Clearance (DURATION) [HOURS]	Destination Other Charges (FLAT PER KG)	Destination Other Charges (DESCRIPTION)	Transit Time ATD [HOURS]	
GBP	0.00	0.00	0.00	0.00				0.00	NA		Cross Doc Fee		
GBP	0.00	0.00								0.00	NA		
GBP	0.00							0.00	NA	0.00	NA		
GBP	0.00							0.00	NA	0.00	NA		

WHouse and Consumables

	CONSUMABLES				Product Spec				Product Spec
	Product Type	Supplier	Consumable	Total Cost		Internal Dimensions [cm]	External Dimensions [cm]	Tare Weight [kg]	
1	Passive Packaging		Coolguards 12L	£		23x23x23	45x45x45	8	
2	Passive Packaging		Coolguards 28L	£		29x29x30	52x52x52	12	
3	Passive Packaging		Coolguards 56L	£		38x38x38	60x60x61	18	
4	Passive Packaging		Coolguards 96L	£		45x45x45	68x68x69	25	
5	Passive Packaging		Coolguards 12L Advance	£		23x23x23	45x45x45	8	
6	Passive Packaging		Coolguards 28L Advance	£		29x29x30	52x52x52	12	
7	Passive Packaging		Coolguards 56L Advance	£		38x38x38	60x60x61	18	
8	Passive Packaging		Coolguards 96L Advance	£		45x45x45	68x68x69	25	
9	Passive Packaging		IsoPad	£		112x129x115	140x157x160	235	
10	Passive Packaging		Half PMC	£		213x130x115	240x157x160	338	
11	Passive Packaging		TempCell 7L 120hrs	£		26x3x20	60x46x45	21	
12	Passive Packaging		TempCell 13L 120hrs	£		28x18x26	48x45x49	25	
13	Passive Packaging		TempCell 28L 120hrs	£		38x28x25	75x65x52	35	
14	Passive Packaging		Narrow Body Shipper	£		90x50x30	120x80x710	61	
15	Passive Packaging		Small Pallet Shipper	£		88x48x62	120x80x108	100	
16	Passive Packaging		Medium Pallet Shipper	£		80x68x81	120x100x126	135	
17	Passive Packaging		Large Pallet Shipper	£		88x68x110	120x100x155	160	
18	Passive Packaging		Single Pallet Shipper	£		125x106x115	156x137x156	198	
19	Passive Packaging		US Pallet Shipper	£		127x105x124	154x131x157	535	
20	Thermal Blanket		PH300 Top Euro Size	£					
21	Thermal Blanket		PH300 Top Standard Size	£					
22	Thermal Blanket		PB500 Top Euro Size	£					
23	Thermal Blanket		PB500 Top Standard Size	£					
24	Thermal Blanket		PB500 Bottom Euro Size	£					
25	Thermal Blanket		PB500 Bottom Standard Size	£					
26	Thermal Blanket		Pro HD 120X100X110 CM	£					
27	Thermal Blanket		Pro HD 120X100X92 CM	£					
28	Thermal Blanket		Pro HD 120X80X110 CM	£					
29	Thermal Blanket		TMAX Roll	£					
30	Data Loggers		TT Ultra 15°C to 25°C	£					
31	Data Loggers		TT Ultra 2°C to 8°C	£					
32	Data Loggers		Rental	£					
33	Data Loggers		Single use	£					
34	Pallet	Various	Heat treated UK Standard	£					

[illegible]

SCHEDULE 3 – TENDER DOCUMENTS



OFFICIAL

Temperature Controlled Transportation Services

Statement of Requirements

Version: 2.0

Contents

1 Introduction 1

2 Programme Scope 1

3 Additional Requirements..... 2

1 Introduction

1.1 Reading this document

This Statement of Requirements (SOR) sets out the scope, requirements and services to be delivered by the selected supplier to PBL under this call off contract.

1.2 What this document will cover

This document covers the high-level requirements for the scope of this contract. It is split into the following sections:

Scope, which explains the context of the Customer's wider requirements.

Requirements – transportation services, which consists of the customers' needs and quality standards.

Additional requirements, other shipment information

2 Programme Scope

2.1 Overview

This statement of requirements (SOR) details what is to be provided by the supplier to Porton Biopharma Limited (PBL).

All work must be performed in accordance with the shipping of drug substance, licences and GxP procedures.

PBL will provide valid Licences issued by the regulatory authority to ship the drug substance.

Packaging

The supplier shall provide all packaging components.

The supplier will perform the packing operations on behalf of PBL, upon collection of the product. The supplier will provide temperature validated packaging materials suitable for shipments of -20°C to ambient temperature. The supplier will be able to deliver worldwide.

The packaging of cold chain materials must be validated.

2.2 Requirements

PBL require a Good Distribution Practice (GDP) of Medicinal Products for Human Use (2013/C 343/01) partner who can comply with industry recognised standards of shipping cold chain materials with the correct level of quality assurance to ensure product integrity throughout the supply chain.

3 Additional Requirements

PBL will need to qualify the preferred bidder in accordance with set, controlled procedures. Qualification will include successful completion of a Quality Questionnaire, a Site Audit to determine suitability of the bidder to be able to deliver a service of the required standard and the set up of a Quality Technical Agreement, and a work order for each product that will contain detailed instructions from PBL. Once all of these requirements have been met the preferred bidder will need to be approved in order to commence as a service provider for PBL.

All Bidder's will supply details on how they perform security checks for new staff during the recruitment process, including criminal background checks.

All cold chain shipments shall require temperature monitoring.

In addition to our main products, PBL will also require other materials to be periodically shipped using cold chain handling.

All shipments will be shipped using Delivery Duty Paid, per incoterms 2020.

PBL shall endeavour to provide the supplier with 48 hours' notice; however, there may be times when this time-frame needs to be reduced, so partner flexibility is crucial.

All shipments must have the AWB communicated to PBL prior to a shipment being collected, to allow PBL to track the shipment during transit.

All suppliers are required to check delivery requirements prior to shipment including vehicle suitability, delivery times, recipient opening hours and any forthcoming bank holidays that may impact delivery times.



Porton Biopharma Limited - QA Supplier Questionnaire

(ABOVE CRR3)

This is a general questionnaire sent out to all our service providers. Please complete as many questions **as fully as possible** and enter N/A for non-relevant questions.

COMPANY NAME:	Kuehne+Nagel
ADDRESS:	1 Roundwood Avenue, Stockley Park, Uxbridge, UB11 1FG
CONTACT NAME(S):	Redacted Under FOIA Section 40, Personal Information
TELEPHONE NUMBER(S):	
EMAIL ADDRESS:	
MAIN ACTIVITIES:	

Information about your company			
Number of Employees	78,000		
Are you part of a larger group/parent company (If yes, please specify)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Comments: Kuehne+Nagel International AG

Services supplied to PBL	
Service	
Company Address and/or Address(s) of all sites where product or service come from.	1) [Redacted] 2) [Redacted] 3) [Redacted] 4) [Redacted] 5) [Redacted]

Question No.	Questions	Yes	No	N/A	Comments	Score (PBL use only)
SECTION 1.0						
Quality Management Systems						
1.1	Is your company certificated to an international quality standard (e.g. GMP, GLP, ISO9001, ISO17025, UKAS and other's) for the services currently provided to PBL? (Site(s) of address must be named on the certificate) If Yes, please provide a copy of the current certificate(s) (or anticipated date of implementation).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy Attached (Please Tick) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.2	Does your company have a Corporate/Quality Policy? Please provide a copy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy Attached (Please Tick) Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.3	Does your company have a Quality Manual?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	Do you review your Quality System regularly?				Frequency and Comment:	

Question No.	Questions	Yes	No	N/A	Comments	Score (PBL use only)
1.4	Please confirm frequency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Annually by Independent QSHE teams and External Auditor	
Change Control						
1.5	Do you have a Change Control procedure in place?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.6	Would we be informed of any significant changes affecting the product(s)/service(s) you provide?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Complaints						
1.7	Do you have a documented procedure for dealing with customer complaints? Briefly describe process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Briefly describe process: Tool to Improve Process (TIP) – used for internal improvements and external (complaints, claims etc). Customer facing operators are trained and process includes initial containment actions; root cause; corrective and preventative actions and a review process. Routine reports are managed to confirm KPI of timings for response	
Non-Conformance and CAPA						
1.8	Do you have a documented procedure for investigating Non-Conformances/Deviations? Briefly describe process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Briefly describe process: TIP – the NCRs are captured in the TIP tool, where a root cause (using 5 whys) is conducted following an initial containment action. Each TIP has a full investigation inline with the global and national procedure	
1.9	Does your company have documented procedures to manage CAPA's? Briefly describe process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Briefly describe process: TIP – all CAPAs are captured on the TIP tool and once agreed, placed under an effectiveness review for local quality managers to ensure the CAPA was effective.	
Audit and Supplier Management						
1.10	Do you have a documented procedure for Internal Audits? Please confirm frequency and how you review findings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Frequency: Annually, two yearly, three yearly's. The frequency is risk assessed by the national QSHE team using varied factors How do you review Findings: All findings require an action plan, which is reviewed for acceptance following root cause (using 5 whys) on a digital auditing platform. Findings are reported and discussed during monthly QSHE and annual management reviews.	
1.11	Are internal or external Quality audits of all aspects of your own operation carried out? Please confirm frequency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Frequency: Risk assessed and internal auditing of operations from one – three-year cycles. Health care is conducted annually, with less risk sites up to three yearly's. Sites also have monthly	

						"self-inspections" to be conducted.	
1.12	Do you have a procedure for selecting and monitoring your suppliers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		A global supplier management tool (SMT) is used for the onboarding and management of suppliers.	
1.13	Are sub-contractors subject to a formal Quality Technical Agreement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Training							
1.14	Do you have a documented procedure for training and development of staff? Briefly describe process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			Briefly describe process: All employees are enrolled on mandatory training when they begin their employment or when there is an update in the business requirement. For each individual a training program is outlined through their line manager based on their role requirement and courses are then undertaken to develop their skill base and future development either through the portal or external to the business. Each course completed by the individual is recorded on our online training portal and at the time that the certificate is due to expire notification is sent to the individual to complete.	
1.15	Does each employee receive retraining in procedures? Please confirm frequency and briefly describe process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Frequency: Annually as a minimum Briefly describe process: Each training course that is completed is recorded on our online portal. When recording the completion of each course a certificate is produced indicating the length of time that the certificate is valid for. At the time the certificate or training is due for renewal the individual receives notification that their certificate is due to expire and they are required to enrol on the course for retraining to enable them to continue with their role. The line manager is also notified of any expired certificates for their reports to ensure that their team keep up to date with all their required training courses before continuing any part of their role that they require the certification to carry out.	
1.16	Are records of all training recorded?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Documentation Control							
1.17	Is work performed to authorised procedures (SOP's, Work Instructions, Protocols, etc.)? Please confirm who approves these.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			Who Approves? KN Docs (KN document management procedure) captures SOP & WIs – the approval process involves creation, approver (of content) quality review (layout / format) and is conducted by management and quality teams	
1.18	Are all your procedures and documentation regularly reviewed? Please confirm frequency of review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			Frequency: From annually to three yearly depending on the creator and ad hoc if required beforehand	
Production, Premises and Equipment							
1.19	Is equipment used during servicing:						

	(1) Maintained, inspected and approved before use?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	(2) Calibrated and identified where needed and records kept? Who controls the calibration records?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.20	In the event that results cannot be verified, are the processes for production and services validated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Quality Control						
1.21	Is your testing of raw materials, in process materials and finished product carried out to appropriate written specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
SECTION 2.0						
Quality Control						
2.1	Can Certificates of Conformity and/or Certificates of Analysis be provided, if requested?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
2.2	Is your company aware of 'Note for guidance on minimising the risk of transmitting animal spongiform encephalopathy agent via human and veterinary medicinal products' (EMA\410\01 Rev.3)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
2.3	Are materials of animal origin used in the manufacture of goods supplied to PBL and/or is there potential for co-mingling between materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
2.4	Can you provide a TSE/BSE statement confirming each item's status, regardless of whether a product is of animal origin or not? (The statement/certification should detail if there is any animal origin, commingling and use of processing aids with animal origin.) PBL Note: Suppliers of Product Contact Material (PCM), Raw Materials (RMM) and Excipients, the answer to question 2.4 must be "Yes" for the supplier to successfully pass the questionnaire.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of TSE statement Attached? (Please Tick)	Yes <input type="checkbox"/> No <input type="checkbox"/>
General						
2.5	Are any aspects of the product(s)/service(s) provided to PBL sub-contracted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
2.6	Would your company welcome a visit/audit by PBL?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

Thank you for taking the time to complete this form.

Form completed by (Print Name):	Redacted' Under FOIA Section 40, Personal Information
Job Title:	
Signature:	Redacted' Under FOIA Section 40, Personal Information
Date:	25.07.2023

Please return completed questionnaire to PBL Supplier Management Team:
 Email: QAsuppliermanagement@portonbiopharma.com



or
Post: QA Supplier Management Team (Audit), Porton Biopharma Ltd, Porton Down, Salisbury,
Wiltshire, SP4 0JG

FOR PORTON BIOPHARMA LIMITED USE ONLY

BSE/TSE Statement Required? (Please Circle)	YES	NO
If answer to above question is 'yes', please ensure questions 2.2 - 2.4 have been completed and are satisfactory.		
BSE/TSE Questionnaire Required? (Please Circle)	YES	NO
GAMP Questionnaire required and scored?	YES	NO
Questionnaire Result. (Please Circle where applicable.)	(Marked Score)	(Percentage)
	/	%
	PASS	FAIL
REVIEWED BY		
COMMENTS FROM REVIEW:		
NAME:		
SIGNATURE:		
DATE:		

APPROVED BY (FOR ROUTINE QUESTIONNAIRES ONLY)		
Supplier can remain APPROVED? (Please Circle)	YES	NO
COMMENTS:		
LINE MANAGER NAME:		
SIGNATURE:		
DATE:		

1.

Temperature Integrity: Please describe in detail how you will manage, control and ensure validation of the product shipment for: a) Ambient () b) +2C to +8C for product 1 c) -15C to -25C for product 2 For the entire journey to the specified locations.

Introduction

Kuehne+Nagel (KN) carry out an individual full Lane Risk Assessment (LRA) of each possible shipment scenario to ascertain the complete end-to-end process for handling of each shipment. On completion, KN will present this to Porton Biopharma (PBL) for review and sign-off that this is in line with their expectation for the movement of all shipments. Once the lane has been fully risk assessed and agreed with PBL, the process is outlined in detail within an SOP, this document is controlled and managed via our global Document Management System (DMS) to ensure correct version control and staff training on a global level across all KN sites involved in the handling of any PBL shipments.

Our Healthcare specialists, along with support from the appropriate Station Lead (a dedicated healthcare quality lead), conduct the LRA using our International Air Transport Association (IATA) CEIV Pharma approved "KN Risk" tool. This identifies all risks on a specified route considering; the airline being used, their service capabilities including all ground handling activities, the training levels of staff and the appropriate in-transit storage facilities available. This is to ensure that all risk areas are clearly highlighted so a mitigation plan can be put in place to limit any risk during the transit of the product. The risk tool extends to the full movement of each shipment, as well as identifying areas specific to healthcare such as temperature excursion risks, it also focuses on elements such as customs clearance and any potential embargos, etc.

Without a specific LRA available for the scenarios requested, we have outlined example solutions that may be used for scenarios A, B and C, the final shipping solution may vary slightly as it will consider specific risk areas only known at the time of shipping such as current weather conditions and airline availability.

The packaging costs provided by KN in the separate pricing schedule are based on the packaging examples stated in the below three scenario descriptions. The packaging prices are based on the equivalent sized (external dimensions) packaging solutions available in the market today, which align to the shipment dimensions provided by PBL in the pricing schedule scenarios. KN have access to a wide variety of alternative packaging solutions which are more cost-effective. At the time of booking, we will take the specific product dimensions, weight, temperature range, and transit time required, and using the LRA and agreed SOP, confirm which packaging solution we would suggest to maintain the integrity of the product, in the most cost effective way. The integrity of the packaging will be checked before being provided to the driver who will make the collection from PBL.

A. Ambient (+15C to +25C) shipment to

Following a booking being placed by PBL, the KN Customer Service Operators (CSOs) will review the specific LRA and SOP to arrange collection of the shipment on a suitable GDP compliant vehicle, which will also have onboard, the required validated packaging solution pre-conditioned to the specified temperature range of +15 to +25 Celsius. Usually, we would suggest using a SoftBox TempCell packaging solution, however other options are available, and the final solution will be determined during the LRA process. Upon arrival at the specified collection point, the driver will speak directly to the agreed PBL personnel on site, to gain access to the location where the product to be collected is being stored. The driver will visually check the product to ensure integrity and quality are appropriate for transport and will support PBL personnel in the packing of the product into the pre-conditioned packaging solution. If required, temperature loggers will also be included in the packaging to allow in-transit temperature monitoring and recording. Once packed the driver will apply the relevant security seals and shipping labels as required.

The shipment will then come back to the KN London Heathrow (HSCC) warehouse, which is fully GDP compliant and MHRA accredited, to be stored in the Ambient +15 to +25 Celsius temperature-controlled storage area, where all inbound checks will be completed to re-confirm the integrity and quality of the shipment and review the temperature readings. At this point the shipment is booked into our Warehouse Management System (WMS) to ensure full shipment visibility throughout the time within our facility.

On arrival and the shipment being successfully booked on the WMS system, CSOs will then book the appropriate flights ensuring the service level and routing match the agreed solution from the LRA and SOP. Additionally, we will use our AirExplorer system, which highlights various external factors, which may need to be considered in the booking such as flight delays, strikes / industrial action, adverse weather systems and precipitation levels.

Upon the flight booking being confirmed, a notification will be sent to the warehouse, indicating the planned schedule and requirement for the shipments onward journey which will include instructions to check the packaging is still sealed and secure and remains fit for transport.

Prior to any loading, the freight will be security screened at our HSCC facility where we have access to a variety of CAA approved screening methods, which will be undertaken within GDP conditions, ensuring continuity of the shipments' security and temperature regulation. The shipment is then dispatched to the airline, where it will be held in a temperature-controlled environment pending flight departure. At time-of-flight departure, the shipment will be removed from temperature-controlled storage and loaded onto the aircraft.

In instances where a time critical and/or express service is required, the KN CSOs will arrange for the shipment to be collected from PBL, with pre-conditioned packaging, and delivered directly to the airline to meet the next available flight "Next-Flight-Out" (NFO) service level.

Upon flight arrival at destination the reverse process is followed, the aircraft is unloaded, the shipment is taken into the airline's temperature-controlled storage area and awaits customs clearance to be completed by the local KN office. Once customs clearance has been completed, the shipment is collected from the airline on a GDP compliant vehicle, at this point the driver checks the shipment integrity and quality, ensuring the security seals remain intact and there is no evidence of any tampering and/or damage. Finally, direct delivery to the consignee is made, within the specified timeframe that meets the packaging temperature validation period. The driver will support in unloading the vehicle, again checking the shipment integrity and quality has not been compromised.

If at any time there is a delay in customs clearance, KN can arrange for the shipment to be collected from the airline and stored at the local KN warehouse, in the appropriate temperature-controlled environment, until customs clearance has been completed. This helps to avoid unnecessary storage costs being incurred from the airline whilst keeping the shipment in a secure and controlled environment to maintain integrity and quality.

B. Chilled (+2C to +8C) shipment to [REDACTED]

Much like the process for an ambient (+15C to +25C) shipment, following a booking being placed by PBL, the KN Customer Service Operators (CSOs) will review the specific LRA and SOP to arrange collection of the shipment on a suitable GDP compliant vehicle, which will also have onboard, the required validated packaging solution pre-conditioned to the specified temperature range of +2 to +8 Celsius. Usually, we would suggest using a SoftBox TempCell packaging solution, however other options are available, and the final solution will be determined during the LRA process. Upon arrival at the specified collection point, the driver will speak directly to the agreed PBL personnel on site, to gain access to the location where the product to be collected is being stored. The driver will visually check the product to ensure integrity and quality are appropriate for transport and will support PBL personnel in the packing of the product into the pre-conditioned packaging solution. If required, temperature loggers will also be included in the packaging to allow in-transit temperature monitoring

and recording. Once packed the driver will apply the relevant security seals and shipping labels as required.

The shipment will then come back to the KN London Heathrow (HSCC) warehouse, which is fully GDP compliant and MHRA accredited, to be stored in the Chilled +2 to +8 Celsius temperature-controlled storage area, where all inbound checks will be completed to re-confirm the integrity and quality of the shipment and review the temperature readings. At this point the shipment is booked into our Warehouse Management System (WMS) to ensure full shipment visibility throughout the time within our facility.

On arrival and the shipment being successfully booked on the WMS system, CSOs will then book the appropriate flights ensuring the service level and routing match the agreed solution from the LRA and SOP. Additionally, we will use our AirExplorer system, which highlights various external factors, which may need to be considered in the booking such as flight delays, strikes / industrial action, adverse weather systems and precipitation levels.

Upon the flight booking being confirmed, a notification will be sent to the warehouse, indicating the planned schedule and requirement for the shipments onward journey which will include instructions to check the packaging is still sealed and secure and remains fit for transport.

Prior to any loading the freight will be security screened, at our HSCC facility where we have access to a variety of CAA approved screening methods, which will be undertaken within GDP conditions, ensuring continuity of the shipments' security and temperature regulation. The shipment is then dispatched to the airline, where it will be held in a temperature-controlled environment pending flight departure. At time-of-flight departure, the shipment will be removed from temperature-controlled storage and loaded onto the aircraft.

In instances where a time critical and/or express service is required, the KN CSOs will arrange for the shipment to be collected from PBL, with pre-conditioned packaging, and delivered directly to the airline to meet the next available flight "Next-Flight-Out" (NFO) service level.

Upon flight arrival at destination the reverse process is followed, the aircraft is unloaded, the shipment is taken into the airline's temperature-controlled storage area and awaits customs clearance to be completed by the local KN office. Once customs clearance has been completed, the shipment is collected from the airline on a GDP compliant vehicle, at this point the driver checks the shipment integrity and quality, ensuring the security seals remain intact and there is no evidence of any tampering and/or damage. Finally, direct delivery to the consignee is made, within the specified timeframe that meets the packaging temperature validation period. The driver will support in unloading the vehicle, again checking the shipment integrity and quality has not been compromised.

If at any time there is a delay in customs clearance, KN can arrange for the shipment to be collected from the airline and stored at the local KN warehouse, in the appropriate temperature-controlled environment, until customs clearance has been completed. This helps to avoid unnecessary storage costs being incurred from the airline whilst keeping the shipment in a secure and controlled environment to maintain integrity and quality.

C. Frozen (-15C to -25C) shipment to [REDACTED]

KN recognise the additional levels of scrutiny required when transporting frozen products such as those requiring a -15 to -25 Celsius temperature-controlled service level. The risk of temperature deviation during transit due to delays, or quality of packaging is greater due to the significantly lower temperature range, and as such potential for product damage is higher.

However due to the global standardised healthcare service KN provide, the risks are mitigated by all healthcare certified locations following the pre-defined processes in place for the handling of all temperature-controlled shipments.

Much like the process for a chilled (+2C to +8C) shipment, following a booking being placed by PBL, the KN Customer Service Operators (CSOs) will review the specific LRA and SOP to arrange collection of the shipment on a suitable GDP compliant vehicle, which will also have onboard, the required validated packaging solution pre-conditioned to the specified temperature range of -15 to -25 Celsius. Usually, we would suggest using a Peli-Biothermal Credo packaging solution, however other options are available, and the final solution will be determined during the LRA process. Upon arrival at the specified collection point, the driver will speak directly to the agreed PBL personnel on site, to gain access to the location where the product to be collected is being stored. The driver will visually check the product to ensure integrity and quality are appropriate for transport and will support PBL personnel in the packing of the product into the pre-conditioned packaging solution. If required, temperature loggers will also be included in the packaging to allow in-transit temperature monitoring and recording. Once packed the driver will apply the relevant security seals and shipping labels as required.

The shipment will then come back to the KN London Heathrow (HSCC) warehouse, which is fully GDP compliant and MHRA accredited, to be stored in the Frozen -15 to -25 Celsius temperature-controlled storage area, where all inbound checks will be completed to re-confirm the integrity and quality of the shipment and review the temperature readings. At this point the shipment is booked into our Warehouse Management System (WMS) to ensure full shipment visibility throughout the time within our facility.

On arrival and the shipment being successfully booked on the WMS system, CSOs will then book the appropriate flights ensuring the service level and routing match the agreed solution from the LRA and SOP. Additionally, we will use our "AirExplorer" system, which highlights various external factors, which may need to be considered in the booking such as flight delays, strikes / industrial action, adverse weather systems and precipitation levels.

Upon the flight booking being confirmed, a notification will be sent to the warehouse, indicating the planned schedule and requirement for the shipments onward journey which will include instructions to check the packaging is still sealed and secure and remains fit for transport.

Prior to any loading the freight will be security screened, at our HSCC facility where we have access to a variety of CAA approved screening methods, which will be undertaken within GDP conditions, ensuring continuity of the shipments' security and temperature regulation. The shipment is then dispatched to the airline, where it will be held in a temperature-controlled environment pending flight departure. At time-of-flight departure, the shipment will be removed from temperature-controlled storage and loaded onto the aircraft.

In instances where a time critical and/or express service is required, the KN CSOs will arrange for the shipment to be collected from PBL, with pre-conditioned packaging, and delivered directly to the airline to meet the next available flight "Next-Flight-Out" (NFO) service level.

Upon flight arrival at destination the reverse process is followed, the aircraft is unloaded, the shipment is taken into the airline's temperature-controlled storage area and awaits customs clearance to be completed by the local KN office. Once customs clearance has been completed, the shipment is collected from the airline on a GDP compliant vehicle, at this point the driver checks the shipment integrity and quality, ensuring the security seals remain intact and there is no evidence of any tampering and/or damage. Finally, direct delivery to the consignee is made, within the specified timeframe that meets the packaging temperature validation period. The driver will support in unloading the vehicle, again checking the shipment integrity and quality has not been compromised.

If at any time there is a delay in customs clearance, KN can arrange for the shipment to be collected from the airline and stored at the local KN warehouse, in the appropriate temperature-controlled environment, until customs clearance has been completed. This helps to avoid unnecessary storage costs being incurred from the airline whilst keeping the shipment in a secure and controlled environment to maintain integrity and quality.

2.

Please provide in detail your processes regarding the following security aspects: a) People – Onboarding and Training of staff b) Packaging – Integrity and tamperproof packaging/controls

Kuehne+Nagel (KN) is recognised as a ‘Top Employer’, receiving this industry award in 2020, 2021 and 2022 for the provision of exceptional employee conditions, engagement, recruitment, training, and human resource leadership. KN provides induction and annual continuation training to all colleagues (at branch and national level, using online and in person methods), whilst role-specific training is delivered developmentally and incorporates a focus on continuous improvement and refreshing knowledge. All commercial and operational specialists engaged in the delivery of services receive role-specific training to match their responsibilities.

Our main aviation and healthcare location within the UK, KN Heathrow South Cargo Centre (HSCC), near London Heathrow airport, holds a TAPA-A accreditation and is a Civil Aviation Authority (CAA) approved site with regulated agent status for its security levels, part of this security accreditation is based on how we manage the onboarding of staff and the provision of continuous training.

As HSCC is an aviation secure site for KN we have various processes in place that cover onboarding our staff, this includes but is not limited to, CAA vetting requirements, rigorous background checks for criminal records, as well as the individual’s educational and employment history. Where gaps of 30 days or more are identified in an individual’s education/employment history further investigation is carried out to ensure suitability, prior to the individual being accepted as an employee of KN. After these background checks are completed, the individual will be required to complete aviation security training and any role specific training such as our GDP compliant Healthcare training program.

At KN we have a wide range of packaging materials available to us, all have been detailed into specific Working Instructions that warehouse members are regularly trained on to ensure that each unit is handled correctly during the conditioning and build up phase. We also have “four eye” checks against all work undertaken to ensure that everything is completed to the required KN and customer standards. In addition to packaging integrity, we apply security seals to ensure the product has not been tampered with. There are also other solutions available including, shock watch and tilt indicators, humidity and light sensors and GPS to track the exact moment the package was opened.

KN ensure that all packaging used for transport meets ISO:15378 certification standards. This ensures the integrity of the packaging received for use in the transport of any GDP pharmaceutical products. Based on the Lane Risk Assessment (LRA) completed prior to carrying any product, the correct validated packaging will be supplied to ensure that the product is secure, the temperature is maintained and therefore the product integrity is preserved while in transit.

Following the LRA being completed a SOP is created for each lane and product movement, a working instruction will also be created which advises the correct packaging, data loggers and/or sensors to be utilised for that product, and the instructions for correct use and assembly. Quality control checks will be performed to verify that the packaging is properly sealed before the product is loaded out on the transport vehicle.

We use GDP certified vehicles and facilities as well as suitably trained and vetted staff to ensure shipment integrity is maintained throughout with appropriate handling and storage practices while in transit, to prevent damage or contamination. At each point of transportation change, or where the shipment needs to be stored for a period, inspections of the packaging are conducted to confirm package integrity and quality, and the required conditions for the product are being maintained. This can involve physical inspections, and visual confirmations via CCTV footage to ensure the product is in good condition and has not been tampered with. Any issues or concerns identified during these inspections are addressed promptly to prevent potential risks to the product, and any variance from the required conditions are logged with details of the variance and time and date stamped.

In addition to seals, electronic monitoring systems can be used to enhance tamper-proof controls. These systems may include GPS tracking devices, temperature sensors, or alarms that can alert

stakeholders if the packaging is breached or tampered with during transport. These technologies provide real-time visibility and enable swift responses to any potential issues.

In line with our quality management system, all personnel involved in the movement of the products, must carry out our internal healthcare training to ensure that they are certified to work within a GDP environment, and understand how to check and confirm the integrity of the packaging and the transportation of the product under GDP conditions. Personnel are required to retake the courses at regular annual or bi-annual intervals to ensure that they are following the correct procedures, as well as being trained on new procedures and product use, before being allowed to follow the procedure or work with the new products independently.

In conclusion, maintaining packaging integrity and implementing tamper-proof as well as temperature-controlled monitoring products are vital processes in GDP transport. Correct selection of appropriate packaging materials prior to collection, ensuring proper packaging assembly, monitoring packaging integrity, and implementing control measures, support in removing, reducing, and avoiding the risks associated with damage, contamination, and unauthorized access.

3

Please provide a detailed explanation of any contingency plans that you have in-place to help mitigate un-foreseen delays such as adverse weather conditions, terrorist threats etc.

Kuehne+Nagel (KN) are International Air Transport Association (IATA) CEIV certified for excellence in healthcare logistics, to gain this certification we are required to provide contingency plans for all GDP facilities and transportation. We take a proactive approach to assist in the identification of as many un-foreseen potential delays as possible, as outlined in question 1 our AirExplorer tool highlights various external factors, which may need to be considered in the booking such as flight delays, strikes / industrial action, adverse weather systems and precipitation levels. However, through our Lane Risk Assessment (LRA) process we will set out contingency plans specific to the product and lane movement to ensure continuity of service delivery. This also forms part of the lane specific SOP to enable any corrective actions to take place.

In support of this we also have a "Hypercare" team who are strategically positioned in three global locations, allowing us to use a "follow-the-sun" principle, meaning there is always an operator on duty and monitoring your shipments 24/7. The Hypercare team check each transport milestone along with temperature, GPS, and flight information to ensure the shipment is progressing correctly, any deviations to the agreed transit or temperature range will result in the Hypercare team taking immediate action. The type of action taken will vary from notification emails and/or phone calls to full shipment interception, if the integrity of the product may be compromised. Due to the size of the KN network we are capable of intercepting, evaluating, and where necessary, carrying out corrective action for any compromised shipments at short notice. Where action is required, we can transfer the shipment to a secure location or provide additional packaging to ensure no product degradation occurs, in such rare events.

In addition to our lane specific contingencies, we also have site specific contingencies such as Business Continuity Plans (BCPs) in place to ensure we can offer an uninterrupted service, this will be extended to a PBL specific contingency plan on award.

KN maintained BCPs are structured in accordance with our Business Continuity Management System (BCMS) and aligned to ISO:22301. KN BCPs are created in consultation with contract stakeholders, addressing potential risks and including mitigations. KN BCPs, including that which will be updated during contract mobilisation, deliver operational resilience and continuity of services. Their robustness was demonstrated in March 2020 when the KN UK BCP was activated to great effect: within a week of the national lockdown, thousands of KN staff were working from home and hundreds of KN sites were COVID-19 safe without impacting service/operations.

Please describe your approach on how you will provide customer service support and your processes and procedures for dealing with and responding to enquiries.

Porton Biopharma (PBL) will be supported by suitably trained and qualified Customer Service Operators (CSOs) based in our London Heathrow (HSCC) site. Standard operating hours are Monday to Friday, 0900-1730hrs, however the team also operate on a split shift pattern meaning they can offer a complete 24/7/365 service, where required. There will also be a detailed escalation path outlined in PBL's SOP with out of hours contacts, should they be required.

In addition to your day-to-day operational contacts, you will have a dedicated Key Account Manager who will work with you to develop a partnership through regular scheduled business review meetings, discussing service levels and KPI data along with introducing a programme to support Continuous Improvement based on the analysis of PBLs' service requirements.

During contract mobilisation / implementation a detailed SOP will be created containing the roles and responsibilities of the relevant KN staff supporting PBL. Enquiries made by PBL will be directed to the named CSOs within the SOP, who will act as the single point of contact for all day-to-day operational matters for PBL such as quotation requests, packaging solutions, flight information, shipment bookings and in-transit shipment monitoring. KN approaches KPI measurement through robust data provision and review. Through our experience of working with Government departments, KN has developed best practices in executing operational processes which enable us to meet and exceed their service expectations. Performance data will be presented to PBL by the Key Account Manager monthly and will be reviewed with PBL during regular contract review meetings.

Where KN does experience any form of service failure, non-conformance, or sub-standard service levels from part of its own performance, sub-contractors, or carriers, KN's global "Tool to Improve Process" tool (TIP) is used to report, contain, investigate, and implement appropriate corrective and preventive actions to avoid recurrence. The TIP is an online database that has been developed by KN and is applicable to all KN facilities globally. As required by the various ISO Standards (for example 9001 and 45001), certain regulatory requirements and KN's own Quality Management System (QMS), KN is responsible for documenting both corrective and preventative actions from all non-conforming outputs. The CSOs supporting PBL will be responsible for raising and logging issues and complaints received from PBL and providing daily reports, one day in arrears. The TIP represents a 'Service Failure Log' and can be made available to PBL on request. Once in the system, the issue will be overseen by the appropriate department manager for investigation, root cause analysis and resolution. Each entry into TIP is given a unique sequential reference number and mandatory entry fields must be completed before the entry can be closed.

KN is experienced at delivering industry leading, dynamic healthcare logistics solutions to some of the most operationally critical Government customers in the UK, such as [REDACTED] and [REDACTED]. KN will provide a solution that will be sufficiently well resourced, using dedicated CSOs and Key Account Management colleagues, who are exceptionally proactive and suitably qualified to maintain continuity of supply of vaccines and medical products on behalf of PBL. Throughout, the Key Account Manager will support PBL's strategic objectives, maintain clear communication, and deliver best-in-class service levels to coordinate and control the overall service delivered to PBL.

5

Please describe how you provide lane validation for each of our 2 core products. a) [REDACTED]
[REDACTED] b) [REDACTED] [REDACTED]

Kuehne+Nagel (KN) carry out an individual full Lane Risk Assessment (LRA) of each product and lane to ascertain the complete end-to-end process for handling of each shipment scenario. On completion, KN will present this to Porton Biopharma (PBL) for review and sign-off that this is in line with their expectation for the movement of all product types. Once the lane has been fully risk assessed and agreed with PBL, the process is outlined in detail within a SOP, this document is controlled and managed via our global Document Management System (DMS) to ensure correct version control and staff training on a global level across all KN sites involved in the handling of any PBL shipments.

Our Healthcare Customer Service Operators (CSOs), along with support from the appropriate Station Lead (a dedicated healthcare quality lead), conduct the LRA using our International Air Transport Association (IATA) CEIV Pharma approved "KN Risk" tool. This identifies all risks on a specified route, considering; the airline being used, their service capabilities including all ground handling activities, the training levels of staff and the appropriate in-transit storage facilities available. This is to ensure that all risk areas are clearly highlighted so a mitigation plan can be put in place to limit any risk during the transit of the product. The risk tool extends to the full movement of each shipment, as well as identifying areas specific to healthcare such as temperature excursion risks, it also focuses on elements such as customs clearance and any potential embargos, etc.

Through the above LRA and SOP process KN will validate each lane and product scenario independently via the following methodology. Here are the key steps involved in the lane validation process for vaccine transport:

Route Assessment: We will evaluate the transportation route to determine its suitability for vaccine transport. This includes considering factors such as distance, transit time, infrastructure quality, road conditions, and potential risks or hazards along the route. We will also use our AirExplorer system that highlights various external factors that may need to be considered such as, flight delays, strikes / industrial action, adverse weather systems and precipitation levels.

Temperature Control: These lanes require specific temperature-controlled ranges to be maintained throughout the transportation of the product to maintain the effectiveness of the vaccines. We will ensure that from the route analysis, we will be aware of any part of the transportation route that has the potential to affect this range, as well as understanding the length of time the product needs to be held in transit, to provide both the correct packaging and correct transport environment. By doing this, the product will remain within its required temperature range.

Security: To ensure security of the product from theft, tampering, or unauthorized access, the route is evaluated for potential security risks. In accordance with our risk management policy, we make sure that we only utilise secure storage facilities and secure parking facilities if the driver must stop, and continual monitoring systems to ensure the integrity of the product, to minimize the risk of theft or tampering during transport.

Contingency Planning: The reliability of the transportation route is crucial to ensure timely delivery of vaccines. Subcontractor licences and capabilities are continually assessed to ensure suitable contingency measures are available should problems arise. We also validate all the contingency plans which are created within the Lane Risk Assessment (LRA) to ensure that they are viable in case any unforeseen events such as traffic disruptions or natural disasters need to be considered.

Documentation and Compliance: Lane validation also involves ensuring that all necessary documentation and compliance requirements are met during the transportation process. This may include verifying that the transportation providers have the required licenses, permits, and certifications for handling pharmaceutical products or vaccines.

Monitoring and Quality Assurance: Once the lane is validated and vaccines are being transported, it is important to establish a system for monitoring and quality assurance. This can involve using temperature monitoring devices, GPS tracking systems, or other tools to track the progress of the shipment and ensure that it remains within the required temperature range.

Re-validation: At a minimum, each Lane Risk Assessment (LRA) is revalidated annually to confirm that the process is fit for purpose and to establish if changes have occurred with any of the previously identified processes. In carrying out the continual assessments it guarantees that the service provided continues to meet the necessary service levels for the transport of vaccines. Changes which would initiate additional re-validation could be infrastructure changes, regulation updates, or new transportation providers, all of which may necessitate re-evaluation and re-validation of the route.

Lane validation plays a critical role in ensuring that vaccines are transported safely and maintain their quality from the manufacturer to the end user. By following a systematic approach and considering factors such as temperature control, security, reliability, and compliance, the risks associated with vaccine transport can be minimized, and the vaccines can reach their intended recipients in optimal condition.

Please provide any innovative ideas you may have in regards to our current shipping processes based on the specification we've provided that can potentially lead to cost reductions being achieved

Kuehne+Nagel's (KN) goal is to be the most trusted logistics provider, delivering sustainable logistics solutions. We build long-term partnerships with our customers by offering an outstanding customer experience through strong service delivery and a robust programme of joint continuous improvement.

Throughout the term of the contract KN will work in partnership with Porton Biopharma (PBL) to identify, qualify and implement new ways of working that deliver innovation and value, based on understanding the complete end-to-end supply chain, enabling the optimisation of common processes, and improving service provision to meet and exceed the current and future strategic objectives of PBL.

On review of the tender scope and specification provided, we believe there is some initial potential for innovation that can benefit PBL as follows:

1. Provision of the correct validated packaging: with a clear understanding of the product and how it is packed (dimensions and weights, number of units per pack, number of packs per carton etc.), will allow KN to review the most appropriate validated packaging solutions that maximise packaging utilisation. Additionally, where validated packaging can be used to maintain the product temperature range throughout the end-to-end transit, allows opportunity to review the use of temperature-controlled vehicles, the airline temperature-controlled service levels and potential need for in-transit temperature-controlled storage. All of which will reduce the total transportation cost. It is important to note that KN is not tied to a limited number of packaging types, instead we are able to use all on the market, this allows us to adapt to new technologies very quickly, with the example of KN being the first company in the UK to have access to the new APS shipping units.
2. Use of our unique AirExplorer system: selecting specific criteria for the transport of the product (preferred airports within a defined radius, aircraft type and transport restrictions), the system gives us the ability to track actual carrier performance and reliability of their service, and if required we can change carrier at short notice based on the performance review. With the scope of information that we gain from AirExplorer we can work with PBL to deliver on-going improvements. Through regular business reviews supported by a dedicated Key Account Manager, PBL would have access to regular lessons learned meetings and SMART action tracking specific to PBL's transport lanes. These actions would be specific to the KN operations, PBL and 3rd Party carriers that we would be using to deliver services under this contract.
3. Market leading services with KN QuickSTAT: we recognise that whilst most shipments can be supported by our market leading Healthcare logistics solutions, operational and/or customer demands change. To ensure that PBL have access to the right service at the right time for every shipment, and specifically where there is a service requirement that is out-of-scope from the defined SOP, we can provide the service and experience of QuickSTAT, who are a Kuehne+Nagel company. QuickSTAT have over 20 years' experience working with the Healthcare industry, delivering innovative solutions for clinical trials, biological samples and dedicated pharmaceutical services for controlled drugs and vaccines. QuickSTAT can provide a fully tailored end-to-end white glove solution, all within a fully GDP compliant service offering.
4. Supply Chain Design: we believe in a robust programme of continuous improvement; this is strongly supported by our Supply Chain Design team. During mobilisation and implementation KN and PBL jointly identify any areas within existing supply chain processes that are either inefficient or no longer fit for purpose. Following contract go-live, these areas for improvement

will be explored in detail, supported by a KN Solutions Engineer. A project team will be established consisting of key stakeholders from PBL's business, led by the Solutions Engineer, they will complete a full end-to-end mapping exercise of PBL's current "As-Is" process flows. The findings of this mapping exercise are presented back to PBL for joint review and validation, any further changes are updated accordingly, and the As-Is process maps are updated. Next, the Solutions Engineer reviews the validated As-Is process maps and produces a report of potential improvement areas, capturing those identified during implementation, and any additional new innovations that can be introduced. At this point, the Solutions Engineer also creates a future "To-Be" process map, which along with the detailed report, are both presented back to PBL. The potential innovations, any new ways of working, estimated efficiency gains (either cost and/or time savings), and recommendations on actions required to implement are jointly discussed. Finally, both parties agree on what recommendations are to be adopted, usually in a phased approach, depending on the number of actions identified and the complexity vs. resource required to implement them.

PBL Transportation of Temperature Controlled Services

PBL wish to compare all bids with like for like. As a result we require all suppliers to complete the pricing schedule as per the instructions below. PBL understands that the costs provided will not form part of the contract.

The costs provided by the preferred supplier will be monitored against the submission price.

The CPI/RPI prices provided in the Summary tab WILL form the part of the contract

The tenderer is required to complete the following only:

Pricing Schedule Tab

Complete all cells highlighted Orange

Fuel Surcharge Instructions

Please base the fuel surcharges for May 2023

Insurance Instructions

The value of insurance is per shipment

Shipment Weight

The weight of the shipment is for the complete shipment including; goods, packaging materials and pallet (where applicable)

Summary Tab

Complete all cells highlighted Orange

End

Tenderer Name

Kuehne+Nagel

				- Product Temperature 2°C to 8°C			
Shipment - PBL (UK) to (UK) L cm W cm H cm Weight kg				Shipment - (UK) L cm W cm H cm Weight kg (Excluding pallet)			
PRICING SCHEDULE SUMMARY				PRICING SCHEDULE SUMMARY			
No of boxes				No of boxes			
Total Shipping Weight Approx (KG)**				Total Shipping Weight Approx (KG)**			
Shipping Rate				Shipping Rate			
Customs Documentation				Customs Documentation			
GDP Documentation				GDP Documentation			
Fuel				Fuel			
*Fuel Surcharge				*Fuel Surcharge			
Temptale logger				Temptale logger			
Insurance Value £				Insurance Value £			
Any other costs - Please specify below:				Any other costs - Please specify below:			
Provision of Packaging				Provision of Packaging			
*We have advised examples of the packaging within or technical response that we would provide for the product packing, however at this time not knowing the specific product size we cannot confirm the exact packaging we will use.				*We have advised examples of the packaging within or technical response that we would provide for the product packing, however at this time not knowing the specific product size we cannot confirm the exact packaging we will use.			
*Insurance based on spot quote basis for this specific shipment only. Other Insurance options are available				*Insurance based on spot quote basis for this specific shipment only. Other Insurance options are available			
Total				Total			

Shipment from PBL (UK) to							
PRICING SCHEDULE SUMMARY				PRICING SCHEDULE SUMMARY			
No of boxes				No of boxes			
Total Shipping Weight Approx (KG)**				Total Shipping Weight Approx (KG)**			
Shipping Rate				Shipping Rate			
Fuel				Fuel			
*Fuel Surcharge				*Fuel Surcharge			
Temptale logger				Temptale logger			
Insurance Value £							
Any other costs - Please specify below:				Any other costs - Please specify below:			
Provision of Packaging				Provision of Packaging			
*We have advised examples of the packaging within or technical response that we would provide for the product packing, however at this time not knowing the specific product size we cannot confirm the exact packaging we will use.				*We have advised examples of the packaging within or technical response that we would provide for the product packing, however at this time not knowing the specific product size we cannot confirm the exact packaging we will use.			
*Insurance based on spot quote basis for this specific shipment only. Other Insurance options are available				*Insurance based on spot quote basis for this specific shipment only. Other Insurance options are available			
Total				Total			

* See instructions tab

** This includes product and shipping packaging

				- Product Temperature -15°C to -25°C			
Shipment PBL (UK) to							
L cm W cm H cm Weight kg							
PRICING SCHEDULE SUMMARY				PRICING SCHEDULE SUMMARY			
No of boxes				No of boxes			
Total Shipping Weight Approx (KG)**				Total Shipping Weight Approx (KG)**			
Shipping Rate				Shipping Rate			
Customs Documentation				Customs Documentation			
GDP Documentation				GDP Documentation			
Fuel				Fuel			
*Fuel Surcharge				*Fuel Surcharge			
Temptale logger				Temptale logger			
Insurance Value £				Insurance Value £			
Any other costs - Please specify below:				Any other costs - Please specify below:			
Provision of Packaging				Provision of Packaging			

*We have advised examples of the packaging within or technical response that we would provide for the product packing, however at this time not knowing the specific product size we cannot confirm the exact packaging we will use.			
*Insurance based on spot quote basis for this specific shipment only. Other Insurance options are available			
Total			£

* See instructions tab

** This includes product and shipping packaging

Sample Type 1 - Product Temperature 2°C to 8°C			
- Packaging size cm x cm x cm weight kg.			
Sample 1 Shipment - PBL (UK) to			
PRICING SCHEDULE SUMMARY	UOM	QTY	Price (GBP)
No of boxes	Each	1	-
Total Shipping Weight Approx (KG)**	KG		-
Shipping Rate	Each	1	£
Customs Documentation	Each	1	£
GDP Documentation	Each	1	£
Fuel	Each	1	£
*Fuel Surcharge	Each	1	£
Temptale logger	Each	1	£
Insurance Value £	Each	1	£
Any other costs - Please specify below:			
Provision of Packaging		1	£
*We have advised examples of the packaging within or technical response that we would provide for the product packing, however at this time not knowing the specific product size we cannot confirm the exact packaging we will use.			
*Insurance based on spot quote basis for this specific shipment only. Other Insurance options are available			
Total			£

* See instructions tab

Sample Type 2 - Product Temperature Ambient			
- Packaging Size cm x cm x cm weight kg			
Sample 2 Shipment - PBL (UK) to			
PRICING SCHEDULE SUMMARY	UOM	QTY	Price (GBP)
No of boxes	Each	1	-
Total Shipping Weight Approx (KG)**	KG		-
Shipping Rate	Each	1	£
Customs Documentation	Each	1	£
GDP Documentation	Each	1	£
Fuel	Each	1	£
*Fuel Surcharge	Each	1	£
Temptale logger	Each	1	£
Insurance Value £	Each	1	£
Any other costs - Please specify below:			
Provision of Packaging		1	£
*We have advised examples of the packaging within or technical response that we would provide for the product packing, however at this time not knowing the specific product size we cannot confirm the exact packaging we will use.			
*Insurance based on spot quote basis for this specific shipment only. Other Insurance options are available			
Total			£

* See instructions tab

(Excluding pallet)		
UOM	QTY	Price (GBP)
Each	8	-
KG		-
Each	1	£
Each	1	£
Each	1	£
Each	1	£
Each	1	£
	1	£
		£

Shipment from to PBL				
(UK)				
L cm	W cm	H cm	Weight kg (Excluding pallet)	
PRICING SCHEDULE SUMMARY			UOM	QTY
No of boxes			Each	10
Total Shipping Weight Approx (KG)**			KG	
Shipping Rate			Each	1
Fuel			Each	1
*Fuel Surcharge			Each	1
Temptale logger			Each	1
Insurance Value £1,711,587			Each	1
Any other costs - Please specify below:				
Provision of Packaging				1
*We have advised examples of the packaging within or technical response that we would provide for the product packing, however at this time not knowing the specific product size we cannot confirm the exact packaging we will use.				
*Insurance based on spot quote basis for this specific shipment only. Other Insurance options are available				
Total				£

* See instructions tab

** This includes product and shipping packaging

Total Summary		
Pricing Summary	Approx no of batches per annum	6
Shipment - [REDACTED]	Total Cost per shipment (£)	Total Annual Cost (£)
[REDACTED] Shipment - PBL (UK) to [REDACTED]	£ [REDACTED]	£ [REDACTED]
[REDACTED] Shipment - [REDACTED] to PBL (UK)	£ [REDACTED]	£ [REDACTED]
[REDACTED] Shipment from PBL (UK) to [REDACTED] (UK)	£ [REDACTED]	£ [REDACTED]
[REDACTED] Shipment from [REDACTED] (UK) to PBL (UK)	£ [REDACTED]	£ [REDACTED]
Grand Total(s)	£ [REDACTED]	£ [REDACTED]

Pricing Summary	Approx no of batches per annum	5
Shipment - [REDACTED]	Total Cost per shipment (£)	Total Annual Cost (£)
[REDACTED] Shipment PBL (UK) to [REDACTED]	£ [REDACTED]	£ [REDACTED]
Grand Total	£ [REDACTED]	£ [REDACTED]

Pricing Summary	Approx no of samples per annum	10
Shipment - Sample Type 1	Total Cost per shipment (£)	Total Annual Cost (£)
Sample 1 Shipment - PBL (UK) to Multiple Locations	£ [REDACTED]	£ [REDACTED]
Grand Total	£ [REDACTED]	£ [REDACTED]

Pricing Summary	Approx no of samples per annum	10
Shipment - Sample Type 2	Total Cost per shipment (£)	Total Annual Cost (£)
Sample 2 Shipment - PBL (UK) to Multiple Locations	£ [REDACTED]	£ [REDACTED]
Grand Total	£ [REDACTED]	£ [REDACTED]

Annual Total	RPI/CPI %			CPI/RPI Price (£)	Annual Total Price (£)		
Year 1	N/A			N/A	£		
Year 2		%		£	£		
Year 3		%		£	£		

Contract Value Total	£	
----------------------	---	--

SCHEDULE 4 – TUPE (NOT USED)

SCHEDULE 5 – SPECIAL PROVISIONS RELATING TO CUSTOMS SERVICES

1 APPLICATION AND INTERPRETATION

1.1 This Schedule:

- forms part of the Agreement between the Customer and KN in accordance with and pursuant to clause 14 of the Agreement;
- sets out the supplemental terms applicable to the provision of all Customs Services by KN to the Customer;
- adopts the terminology used in the Agreement, as supplemented by paragraph 1.2 below.

1.2 In this Schedule, the following terms have the following meanings:

- **“Authorisation”** means the letter of appointment and authorisation issued by the Customer pursuant to paragraph 3 below in accordance with the Annex to this Schedule;
- **“Customs Authorities”** shall include HMRC and UK Border Force and any regulatory body or authority or the equivalent thereof in any other jurisdiction with whom KN deals in the course of providing the Services;
- **“Customs Services”** shall include the submission of Customs Declarations on behalf of the Customer and related customs clearance activities and formalities, including customs security clearances, and related dealings with Customs Authorities;
- **“Customs Declarations”** means declarations to Customs Authorities for the purposes of importation or exportation of Goods;
- **“Exporter of Record”/“Importer of Record”** means the person or entity responsible for ensuring that the Goods are compliant with the legal requirements and regulations of the destination country and are correctly presented to Customs Authorities.

1.3 The Customer hereby acknowledges that:

- the provision of the Customs Services is also subject to the terms of the Agreement;
- this Schedule forms part of and is supplemental to the provisions of the Agreement, and nothing in this Schedule is intended to remove any of KN’s rights, remedies or defences thereunder; and
- KN shall at all times reserve the right to decline to act on behalf of the Customer or otherwise provide the Customs Services, at its sole discretion, irrespective of the existence of this Schedule.

2 CUSTOMS SERVICES

2.1 KN shall use reasonable endeavours to provide the Customs Services to the Customer with reasonable skill, care and expertise, subject always to the terms of the Agreement and this Schedule.

2.2 For the avoidance of doubt, unless expressly agreed otherwise in writing, KN shall not, as part of the Customs Services:

- be party to the contract of sale relating to the Goods;

- guarantee the clearance and/or delivery of the Goods;
- insure the Goods;
- have ownership of or title to the Goods;
- be responsible for labelling, packaging, packing, unpacking, or otherwise handling the Goods, save as provided elsewhere in the Agreement;
- undertake any work to provide customs data;
- interpret any customs data provided by the Customer or interpret any technical data into customs data; or
- perform any post-clearance changes to data arising as a result of the Customer's fault, error or omission, without charges for doing so being agreed in writing beforehand.

2.3 Where an import, export or re-export licence is required for any items, including but not limited to: physical goods, "know-how", data, services, technical knowledge or information, emails and other "intangible" items:

- the Customer is solely responsible for obtaining the import, export or re-export licence and will indemnify KN against any losses, liabilities, duty, penalty, fine or expense including legal fees resulting from the Customer's failure to obtain an import, export or re-export licence; and
- in no circumstances will KN be obliged to obtain any import, export or re-export licence on behalf of the Customer or prepare or submit any customs declaration for the goods without an import, export or re-export licence.

2.4 KN shall be at liberty to decide upon, in its absolute discretion, the means, procedures, parties, and facilities to be utilised in the performance of the Customs Services.

2.5 Without prejudice to the generality of paragraph 2.1, KN shall use all reasonable endeavours to meet any performance dates specified and agreed between the parties and shall advise Customer of any actual or potential delays (which are reasonably foreseeable). KN shall not be responsible for any delays caused by any act or omission, nor delay in response by Customer or any third party.

2.6 The provisions of this Schedule shall apply to returns and undeliverable Goods as well as to any outbound consignments.

3 **AUTHORISATION TO ACT AS CUSTOMS CLEARANCE AGENT**

- 3.1 The Customer agrees to appoint and empower KN to perform Customs Services on its behalf in the form of the Authorisation referenced in the Annex to this Schedule, and to abide by the terms of the Authorisation at all times.
- 3.2 KN reserves the right to refuse to provide Customs Services if the Authorisation has not been executed to its satisfaction.
- 3.3 KN shall in all circumstances act as Direct Agent only within the meaning of section 21(1)(a) of the Taxation (Cross Border Trade) Act 2018 in the provisions of the Customs Services and in its dealings with all Customs Authorities. In no circumstances shall KN act as Indirect Agent within the meaning of the Taxation (Cross Border Trade) Act 2018 or assume any equivalent responsibilities or liability.
- 3.4 Clause 3 of the Agreement shall be deemed varied to the extent necessary to permit KN to act as the Customer's agent in the capacity set out in the Authorisation.
- 3.5 The Customer agrees that KN may disclose the Authorisation as evidence of its empowerment to act as the Customer's Direct Agent to any Customs Authority or any other third party with authority to demand such evidence.
- 3.6 If the Customer wishes to revoke the Authorisation, it must:
- inform KN in writing of the date on which it wishes the Authorisation to end, and obtain KN's acknowledgment in response;
 - ensure that the Authorisation continues to apply to any Customs Services in progress;
 - co-operate immediately with any reasonable requirements of KN to document, evidence or notify the revocation of the Authorisation for/to any Customs Authority or any other party with authority to demand the same or in KN's opinion should be informed of the revocation.
- 3.7 KN may at any time terminate the provision of Customs Services immediately upon giving written notice and without liability under the Agreement if in its sole discretion it determines that the Customer is in breach of the terms of this Agreement, including this Schedule, or the Authorisation, and/or KN is no longer willing or able to act as customs clearance agent for the Customer.
- 3.8 If either of the scenarios in paragraph 3.6 or 3.7 prevents, in KN's reasonable opinion, KN from continuing to provide any of the Customs Services, KN shall be entitled to terminate Customs Services (this Schedule) to the Agreement without liability with immediate effect upon given written notice, and the remaining relevant provisions of clause 19 of the Agreement shall apply.
- 3.9 Paragraph 3.6.3 shall also apply where KN terminates the Customs Services and/or the Agreement pursuant to paragraph 3.7 or 3.8.
- 3.10 In relation to the use of deferment accounts:
- where such an account is held by the Customer, the Customer hereby authorises KN to use the Customer's deferment approval number for payment of any VAT or customs duties which are payable on the importation of the Goods;
 - where such an account is not held by the Customer, KN may at its sole discretion offer use of its deferment approval number, where this has been requested by the Customer and agreed by KN in writing, and subject to any usage charge being agreed between the parties;
 - KN may withdraw use of its deferment approval number at any time without liability and at its sole discretion; and

- nothing in this paragraph 3.10, including the use by KN of the Customer's deferment approval number pursuant to paragraph 3.10.1, shall relieve the Customer of its obligations under this Schedule, including in relation to the provision and retention of all relevant information and documentation and the accuracy of the same, or impose any obligation or liability on KN which is not otherwise set out in this Schedule.

4 CUSTOMER OBLIGATIONS

4.1 Without prejudice to the provisions of the Agreement, the Customer warrants, acknowledges and agrees that:

- it is either the owner of the Goods or is authorised by the owner to contract with KN, on the owner's behalf, for the provision of Customs Services;
- KN is not the Exporter or Importer of Record, fiscal representative, ultimate consignee or end-user, or equivalent thereof, and is unable to sign or authorise any paperwork required by any Customs Authority that require the signature or authorisation of such parties;
- it shall co-operate with KN in all matters relating to the Customs Services, and shall procure that (as may be applicable) its customer(s) and/or supplier(s), the Exporter/Importer of Record, and/or any other parties under the Customer's control to co-operate with KN in all matters relating to the Customs Services;
- it remains responsible at all times for complying with all legal requirements (and/or for the consequences of any non-compliance therewith, fiscal or otherwise) concerning the Goods in respect of which the Customs Services are to be performed;
- it has a positive non-delegable duty to provide instructions and to disclose any and all information and documentation required to import, export and/or declare the Goods and otherwise to ensure that KN is provided with all instructions, information and documentation required by KN for the performance of the Customs Services, and that such instructions, information and documentation will be full, accurate and complete, and provided to KN in sufficient time so as to enable KN to comply with any applicable deadlines or timescales and, for the purposes of this paragraph 4, such information and documentation shall include, but shall not be limited to:
 - a) the classification, categorisation, nature and value of the Goods, including compliance with any relief or duty thresholds and rules of origin;
 - b) documentation, including all applicable licences and certificates;
 - c) without prejudice to the generality of paragraph 4.1.5 (b), any other information including but not limited to export control classification numbers and/or any required export, re-export, transit or import licences and permits (or applicable licence or permit exceptions);
 - d) any breach or potential breach of any sanctions policy of any state or authority in the UK, the country of destination and/or any country through which the Goods are to be moved/cleared.
- in providing the Customs Services, KN shall be entitled to rely upon all instructions, information and documentation provided by the Customer (or by any third party on the Customer's behalf) as being full, accurate and correct, and shall have no responsibility to examine, verify, audit or check the completeness, accuracy, authenticity or regularity of any information or documentation provided by the Customer;
- the Customer shall at all times be responsible for:
 - a) the selection of the correct commodity codes for the Goods in all applicable jurisdictions, and the Customer agrees that any information or guidance

provided by KN in this regard is advisory only for which no duty of care is accepted by KN and does not relieve the Customer of this responsibility or impose an obligation on KN to provide advice on, check, verify or validate the Customer's selection;

- b) retaining any and all records which may be required by any Customs Authorities in respect of any of the Customs Services;
 - c) ensuring that the information supplied in the Authorisation is up to date and correct (and the Customer shall notify KN of any change thereto);
 - d) informing KN of any material changes to its anticipated volumes and/or values of orders in respect of which Customs Services are to be provided;
- all transactions, Goods and shipments tendered by the Customer to KN are authorised for exportation, transit or importation in accordance with all applicable national and international customs and trade control laws and regulations, and are not subject to any export control or sanction restrictions;
 - it is the responsibility of the Customer to determine the licence and permit requirements under applicable laws, rules and regulations for all Goods in respect of which Customs Services are provided;
 - it shall review all documents, including Customs Declarations, prepared and/or filed with any Customs Authority or other third parties by KN in the course of providing the Customs Services, and shall immediately advise KN of any errors, discrepancies, incorrect statements or omissions therein;
 - it shall not commit any act or omission that may result in KN becoming liable to any Customs Authorities or any other party in any way whatsoever, and shall procure that its employees, agents, customers and/or suppliers (including but not limited to the Exporter of Record and/or Importer of Record) and/or subcontractors commit no such act or omission; and
 - it shall at all times remain liable in full for any Customs debt, inclusive of interest and any fines or penalties, arising from the provision of the Customs Services.

5 CUSTOMER INDEMNITY

- 5.1 The provisions of this paragraph 5 are in addition to the indemnity provisions set out elsewhere in the Agreement.
- 5.2 The Customer agrees to hold harmless and indemnify KN from and against all liabilities, costs, expenses, damages, taxes, charges, fines, penalties, claims, demands and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by KN arising out of or in connection with:
- KN being deemed to have acted as Indirect Agent by Customs Authorities notwithstanding that KN has sought to act as Direct Agent pursuant to paragraph 3.3;
 - any breach by the Customer of the warranties contained in paragraph 4;
 - any claim howsoever caused or arising made by any Customs Authorities or any other third party (including without limitation government agencies and regulatory bodies, companies and/or private individuals) against KN under or in connection with the Customs Services, subject to the remaining provisions of this paragraph 5; and/or
 - any of the matters set out in paragraph 7.2 below.

- 5.3 The indemnity in paragraph 5.2 shall apply whether or not KN has been negligent or at fault but shall not cover KN to the extent that a claim under it results from KN's fraud or wilful misconduct.
- 5.4 To the extent that any claim referred to in paragraph 5.2 is caused by any act, omission, breach, negligence, failure or delay by KN, its employees, agents, customers, suppliers and/or subcontractors:
- the indemnity in paragraph 5.2 shall not prevent the Customer from subsequently claiming damages from KN;
 - any such claim shall be subject always to the Agreement and all rights, limitations, exclusions and defences contained therein;
 - the indemnity in paragraph 5.2 shall continue to apply to any liability KN may have in excess of the limits set out in the Agreement, whether to the Customer, the Customs Authorities or any third party; and
 - for the avoidance of doubt, nothing in this Schedule shall prevent KN from calling on the indemnity in paragraph 5.2, or shall increase KN's liability to the Customer above the level set out in the Agreement.
- 5.5 Save as aforesaid, the Customer's liability under paragraph 5.2 shall be unlimited and shall not be subject to any limitation or exclusion of liability.
- 5.6 If any third party makes a claim, or notifies an intention to make a claim, against KN which may reasonably be considered likely to give rise to a liability under this indemnity ("**Claim**"), upon receiving notice in writing from KN specifying the nature of the Claim in reasonable detail:
- unless paragraph 5.6.2(b) applies, the Customer shall immediately pay and/or reimburse any sums which are payable under paragraph 5 upon demand by KN (gross of any tax which may be payable on any such sums); and
 - the Customer agrees that KN may, at its sole discretion:
 - a) avoid, dispute, compromise or defend the Claim, or
 - b) give the Customer authority to avoid, dispute, compromise or defend the Claim at its own expense.

6 PAYMENT AND SECURITY

- 6.1 These provisions are supplemental to, and without prejudice to the generality of, clause 6 of the Agreement.
- 6.2 The costs of the Customs Services shall be as set out in Schedule 2. The Customer shall be liable for all and any additional costs incurred during transit and/or customs clearance, including but not limited to: inspections; surcharges; local charges; and costs arising from delay (including detention, demurrage and storage).
- 6.3 KN reserves the right to impose specific payment terms in respect of the Customs Services, where required to manage its potential exposure to Customs Authorities or otherwise, irrespective of any credit limit agreed, which may include:
- reduced or rescinded credit terms;
 - increasing billing frequency;
 - provision of and/or increase to a bond or such other security as KN may require;

- direct debit payments and/or payments on account, including but not limited to on account of duty.

7 LIABILITY AND INSURANCE

7.1 For the avoidance of doubt, nothing in this Schedule shall prevent KN from relying on any of the provisions of the Agreement which limit or exclude their liability.

7.2 Without prejudice to the generality of the foregoing, in no circumstances shall KN be liable for:

- any non-conformance of the Goods and/or by the owner, manufacturer and/or supplier of the Goods, with applicable laws in any jurisdiction from, to or through which the Customs Services are performed, including but not limited to:
 - a) consumer protection and market standards, including but not limited to product labelling, testing and conformity with legal standards;
 - b) environment and health & safety, including food safety, and phytosanitary and flora/fauna controls;
 - c) safety and security, including prohibited, illegal, restricted, dangerous and/or counterfeit goods and/or smuggling; and/or
 - d) any trade/defence policy restrictions on the Goods being cleared through customs;
- any loss, damage, delay, costs, charges (including storage), penalties and/or fines arising from delay, seizure, detention or destruction by Customs Authorities;
- loss, damage or delay arising from inherent vice and/or from Goods being improperly, insufficiently or inadequately labelled or classified, or lacking the correct documentation or certification for clearance, or are in any way not compliant for the intended clearance; and/or
- any loss, damage or delay arising out of the Customer's breach of the Agreement and/or failure to comply with the requirements of this Schedule.

8 USE OF SUBCONTRACTORS

8.1 The Customer agrees that KN may subcontract or otherwise delegate the performance of the Customs Services to subcontractors and/or sub-agents at its sole and absolute discretion in accordance with Clause 27 (Assignment and Subcontracting) which shall govern this Clause 8.

8.2 No employee, servant, agent, independent contractor or subcontractor of KN shall in any circumstances whatsoever be under any liability whatsoever to the Customer for any loss, damage or delay of whatsoever nature arising or resulting directly or indirectly from any act, neglect or default on its part while acting in the course of or in connection with its employment.

8.3 Without prejudice to the generality of the foregoing provisions of this paragraph 8, every exemption, limitation, condition, and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to KN or to which KN is entitled hereunder shall also be available to and shall extend to protect every such servant or agent of KN acting as aforesaid and for the purpose of all the foregoing provisions of this paragraph 8 KN is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time (including independent contractors and subcontractors and employees of the same as aforesaid).

9 **TERMINATION**

9.1 Without prejudice to the generality of the provisions of the Agreement (in particular but not limited to clauses 18 and 19 of the Agreement), the Customer agrees that KN may terminate the Customs Services (this Schedule) to the Agreement in full or in part, upon giving 14 days written notice and without liability, if the Customer:

- revokes or materially alters the Authorisation (including any security provided thereunder) without KN's written consent;
- is in breach of its obligations as set out in the Authorisation or this Schedule;
- fails to comply with payment terms for the payment of any duty and/or tax, or fails to pay any amount due to KN by or on the due date for payment save for disputed invoices, or is otherwise unable to pay its debts as they fall due;
- fails to provide KN with accurate and true information and/or instructions in relation to Customs Declarations of any type which KN completes on the Customer's behalf; or
- undergoes a change of Control.

9.2 The additional rights of termination set out in paragraph 9.1 above are not intended to waive, affect or remove any other right, remedy or defence available to KN.

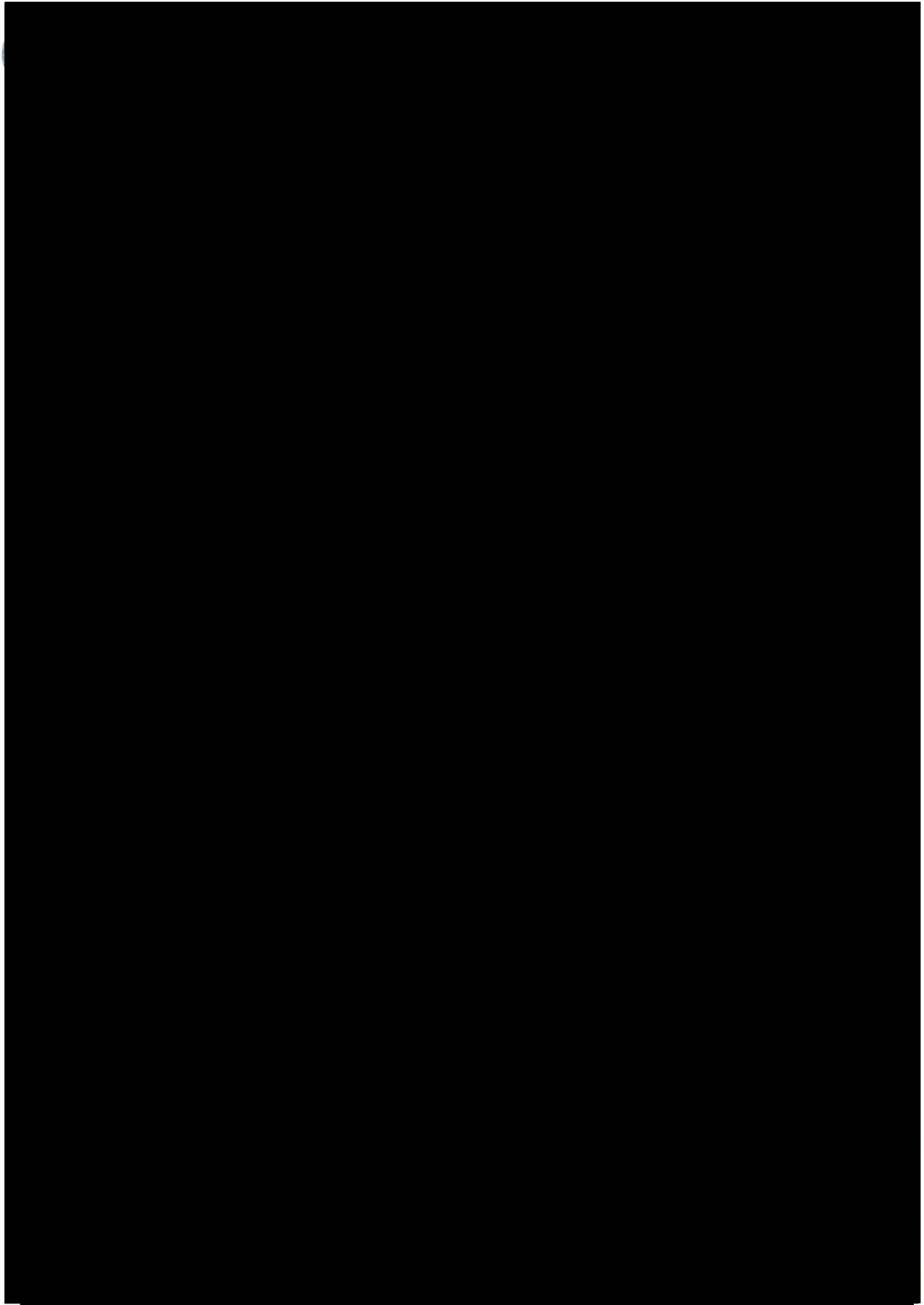
10 **THE AGREEMENT**

The terms of this Schedule are supplemental to, and should be read in conjunction with, the Agreement.

ANNEX **Template Authorisation Document**



WUKZC0001-B -
Customer Direct Cus



SCHEDULE 6 – CHANGE CONTROL NOTE TEMPLATE

CCN No:	Agreement:	Effective date of Change:
Initiated by: Change requested by [KN OR Customer]		
Date of request:		
Period of validity: This Change Control Note is valid for acceptance until [DATE].		
Reason for Change:		
Detailed description, proposed timing, and impact of the Change on the Services and Charges:		
Required amendments to wording of Agreement and/or Schedules:		
Adjustment to Charges resulting from Change:		
Additional one-off charges and means of determining these (for example, fixed price basis):		
Supporting or additional information:		
SIGNED ON BEHALF OF THE CUSTOMER	SIGNED ON BEHALF OF THE SUPPLIER	
Signature:	Signature (1):	Signature (2):
Name:	Name:	Name:
Position:	Position:	Position:
Date:	Date:	Date:

SCHEDULE 7 – DATA PROTECTION

1. Interpretation

- 1.1 Unless the context otherwise requires, for the purpose of this paragraph: (i) "Data Processing Details" means the description of the Personal Data processing activities contemplated by this Agreement, as set out in this Schedule 7; (ii) "Personal Data" means the personal data that is processed by KN on behalf of the Customer in accordance with this Agreement, as further described in the Data Processing Details; and (iii) the terms "controller", "processor", "processing/process", "personal data", "personal data breach" and "data subject" shall be interpreted and construed by reference to Data Protection Legislation.

2. Data Protection

- 2.1 A detailed description of the data processing activities, including the Personal Data concerned, is set out in the Data Processing Details.
- 2.2 KN shall:
- 2.2.1 only process the Personal Data for the purposes of performing its obligations under this Agreement and in accordance with the written instructions given by the Customer from time to time, unless KN is subject to an obligation under the laws of England and Wales, Scotland and Northern Ireland (including Data Protection Legislation) in which case KN shall (unless prohibited by law on important grounds of public interest) notify the Customer of that legal obligation before processing the Personal Data;
 - 2.2.2 immediately inform the Customer if, in KN's opinion, an instruction from the Customer breaches a requirement of Data Protection Legislation, provided that the foregoing obligation shall not be construed as an obligation on KN to provide legal or professional advice or services to the Customer;
 - 2.2.3 at the request of the Customer [(and at the Customer's cost and expense)], provide to the Customer such reasonable assistance as is contemplated by Article 28(3)(e) and (f) of the UK GDPR;
 - 2.2.4 KN shall promptly and without undue delay (and in any event within forty-eight (48) hours) notify the Customer in writing of each personal data breach affecting the Personal Data of which it becomes aware. KN shall (to the extent feasible) ensure that the initial notification comprises the information required under Article 33(3) of the UK GDPR. In the event that KN is unable to provide all of the information required under this paragraph in accordance with the time limits set out in this paragraph above, KN shall provide as much information as it is able to within those time limits and shall provide all further information as soon as reasonably practicable thereafter;
 - 2.2.5 taking into account the state of the art and measures at its disposal, ensure that appropriate technical and organisational measures are in place to safeguard against the unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data and such measures shall, at a minimum, meet the requirements of Article 32 of the UK GDPR;
 - 2.2.6 ensure that any of its personnel who are authorised to process the Personal Data are bound by a duty of confidence to maintain the confidentiality of the Personal Data;
 - 2.2.7 upon conclusion of the Personal Data processing activities contemplated by this Agreement, and to the extent technically possible, KN will (as directed by the Customer or, in the absence of any direction, as elected by KN) securely return or securely destroy the Personal Data and all copies in KN's power, possession or control, unless KN is required to keep such Personal Data for its compliance with applicable law; and

- 2.2.8 provide the Customer with all information reasonably requested by the Customer to enable the Customer to verify KN's compliance with this Schedule 7. Without prejudice to the foregoing and upon reasonable prior written notice from the Customer, KN shall assist the Customer in undertaking an audit of KN's compliance with the requirements of this Schedule 7 with respect to the Personal Data, provided that the scope of the audit and manner in which it is conducted will be agreed between the parties in advance and provided further that such audits shall be limited in frequency to a maximum of one per annum and that the Customer shall ensure that the conduct of each audit does not unreasonably disrupt KN. The Customer agrees to act reasonably and in good faith in exercising its audit rights under this Schedule 7. KN's costs and expenses suffered or incurred in assisting the Customer with each audit shall be borne in full by the Customer.
- 2.3 KN shall not transfer, access or process the Personal Data outside of the United Kingdom, except where expressly authorised by the Customer in writing to do so and after taking such steps as are necessary to ensure that the transfer, access or processing complies with Data Protection Legislation.
- 2.4 KN may subcontract the processing of Personal Data to any third party (a subprocessor). The subprocessors authorised at the date of this Agreement are set out in the Data Processing Details. KN will ensure that it has in place an agreement with the subprocessor that provides no less protection for Personal Data than those set out in this Schedule 7. KN shall remain responsible for the acts and omissions of its subprocessors. KN shall notify Customer of any changes in subprocessors thus giving Customer a reasonable opportunity to object.
- 3. Data Processing Activities**
- 3.1 The Personal Data processing activities contemplated by this Agreement are as follows:

Roles of the parties for the purposes of Data Protection Legislation	KN acts as a processor in its processing of Personal Data on behalf of Customer (as controller) in the performance of KN's obligations under this Agreement.
Subject matter, nature and purpose of the processing of Personal Data	<p>Subject matter KN processes the Personal Data for provision of the Services to the Customer.</p> <p>Nature Processing activities such as storage, retrieval, analysis, data collection and data transfer may all be undertaken by KN for these purposes.</p> <p>Purpose Personal data is processed to enable KN to collect the Goods and deliver them to customers of the Customer from the Premises] and/or [store the Goods at the Premises in accordance with the terms of this Agreement.</p>
Duration of the processing of Personal Data	For the term of this Agreement unless the Agreement is terminated earlier in accordance with its terms.
Type of Personal Data processed	Contact data (name, address, email address, phone numbers).
Categories of data subjects of the Personal Data processed	Past, present and prospective customers of the Customer, employees of the Customer and contractors of the Customer.
Subprocessors	Not applicable