

DEED OF ASSIGNMENT

Date: 1 November 2023

Parties:

(i) **EVOTEC (FRANCE) SAS** ('the Assignor'), a company registered in France and having at address at 195, Route d'Espagne, 31036 Toulouse cedex 1, France; and

(ii) **EVOTEC INTERNATIONAL GmbH** ('the Assignee'), a company registered in Germany and having at address at Essener Bogen 7, 22419 Hamburg, Germany.

Definitions of other company names:

(iii) **EXSCIENTIA AI LIMITED**, a company registered in Scotland under number SC428761 and having its registered office at Level 3, Dundee One, River Court, 5 West Victoria Dock Road, Dundee, DD1 3JT, Scotland, United Kingdom and having an address at The Schrödinger Building, Oxford Science Park, Oxford, OX4 4GE, United Kingdom.

Recitals:

A. The Assignor has been commissioned as a contractor for the provision of services under a Drug Discovery Services Agreement ('the Services Agreement') and associated project description for a project entitled "PKC-THETA" executed on 1 November 2017 (Work Order, effective date 16 December 2018) between the Assignee and Exscientia Limited – now known as Exscientia AI Limited. The Assignor and Exscientia AI Limited have made inventions in relation to therapeutic compounds to target PKC-THETA, hereinafter 'the Inventions'.

B. The Services Agreement provides that all intellectual property rights deriving from services provided under the Services Agreement including the Inventions and any associated intellectual property rights are deemed to belong to Exscientia AI Limited exclusively.

C. Exscientia AI Limited has, in its sole name, filed a number of patent applications directed to the Inventions, the short particulars of which are set forth in Schedule A attached hereto.

D. Jérôme MENEYROL ('MENEYROL') and Virginie SUCHAUD ('SUCHAUD') all c/o Evotec, Campus Curie, 195, Route d'Espagne, 31036 Toulouse cedex 1, France are employees of the Assignor and were at all times during the creation of the Inventions employed by the Assignor.

E. Pursuant to an Intercompany Agreement between the Assignor and the Assignee with effective date 1 April 2015, it has been agreed that the Inventions and all rights, title and interest therein, including any associated intellectual property rights such as patents, copyright and design right that may first have been owned by the Assignor and which have not automatically transferred to Exscientia AI Limited, or which may in future be owned by the Assignor, will be assigned to the Assignee.

F. By virtue of the services provided via the Assignor to Exscientia AI Limited under the Services Agreement, for which the Assignee has received a fee from Exscientia AI Limited in accordance with the Services Agreement, MENEYROL and SUCHAUD are co-inventors of the Inventions described in the IP Rights. MENEYROL and SUCHAUD have been named as co-inventors in the IP Rights.

G. Furthermore, pursuant to the Services Agreement and the Intercompany Agreement, the Assignor and the Assignee agree that the Inventions and all rights, title and interest therein, including any associated intellectual property rights such as patents, copyright and design right should be owned by Exscientia AI Limited; and any and all rights to the Inventions and to any associated intellectual property rights that are transferred from the Assignor to the Assignee by virtue of this Deed of Assignment are to belong to Exscientia AI Limited, and will be transferred by the Assignee to Exscientia AI Limited exclusively.

Operative Provisions:

1. Rights and properties hereby assigned

In pursuance of the terms and consideration set out in the Services Agreement, the Intercompany Agreement, the Recitals and the further nominal consideration of EUR 10 (ten Euros) now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor HEREBY ASSIGNS to the Assignee:

1.1 any and all rights, title and interest in and to the Inventions and any associated intellectual property rights, and the full and exclusive benefit of them, free from all encumbrances, and all rights, powers, privileges, immunities and advantages associated with them;

1.2 the full right to file applications for and obtain patents, registered designs or other forms of protection in respect of the Inventions throughout the world, and the right to claim priority from such applications when filing later applications in other territories;

1.3 any associated intellectual property rights such as copyright and design right that the Assignor may own now or in the future relating to the Inventions or by virtue of the Services Agreement; and

1.4 the right to bring proceedings for and receive relief for any past, present or future infringement of the rights assigned by this Deed of Assignment.

TO HOLD the same unto the Assignee absolutely.

2. The Assignor's obligation to co-operate with the Assignee

The Assignor HEREBY COVENANTS with the Assignee that the Assignor shall at the request and expense of the Assignee:

2.1 execute, sign and do all such instruments, applications, documents, acts and things as may be necessary or proper or as may reasonably be required by the Assignee to enable the Assignee (or a nominee of the Assignee) to prove or confirm its title to the property and rights hereby assigned, to enjoy the full benefit of that property and those rights and (if requested to do so by the Assignee and at the Assignee's expense) to apply for any patents, registered designs or other forms of protection in respect of the Invention, the Design and the Works throughout the world and fully and effectively to vest the same in the Assignee or as the Assignee shall direct; and

2.2 render all necessary assistance to the Assignee in relation to any proceedings or dispute involving a third party and affecting the properties and rights assigned hereby.

3. Governing Law

This deed of assignment is made under the laws of France.

4. Counterparts

This Deed may be executed in any number of counterparts, each of which when signed shall be an original, but all of which together constitute a single agreement.

IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written.

SIGNED as a Deed by the said Assignor, **EVOTEC (FRANCE) SAS**

(1)



Acting by

Name:

CRAIG JOHNSTONE

Position:

PRESIDENT

In the presence of

Witness signature:



Witness name:

PATRICIA CALVEZ

(2)



Acting by

Name:

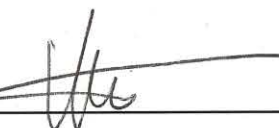
Valérie Bobineau

Position:

VP Strategic Alliance Management

In the presence of

Witness signature:



Witness name:

PATRICIA CALVEZ

SIGNED as a Deed by the said Assignee, **EVOTEC INTERNATIONAL GmbH**

(1)

Acting by

Name:


JOSEPH VAN TIEN

Position:

PROCURATED OFFICER

In the presence of

Witness signature:



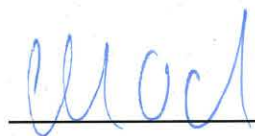
Witness name:

SONIA CESANA

(2)

Acting by

Name:


CHRISTIAN DARGEL

Position:

PROCURATED OFFICER

In the presence of

Witness signature:



Witness name:

SONIA CESANA

Schedule A

Country / Jurisdiction	Application Date	Official No.	Title	Case Status
United Kingdom	06 May 2021	GB2106485.2	PKC-Theta Modulators	Lapsed (priority claim)
International (PCT)	06 May 2022	PCT/GB2022/051166	PKC-Theta Modulators	Pending
United Kingdom	06 May 2021	GB2106486.0	PKC-Theta Modulators	Lapsed (priority claim)
International (PCT)	06 May 2022	PCT/GB2022/051167	PKC-Theta Modulators	Pending