

DEED OF ASSIGNMENT

Date: 2 November 2023

Parties:

(i) **EVOTEC INTERNATIONAL GmbH** ('the Assignor'), a company registered in Germany and having at address at Essener Bogen 7, 22419 Hamburg, Germany; and

(ii) **EXSCIENTIA AI LIMITED** ('the Assignee'), 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.

Definitions of other company names:

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

Recitals:

A. EVOTEC (FRANCE) SAS has been commissioned by the Assignee 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 Assignor and Exscientia Limited – now known as Exscientia AI Limited (the Assignee). EVOTEC (FRANCE) SAS and the Assignee have made inventions in relation to therapeutic compounds to target PKC-Theta, hereinafter 'the Inventions'.

B. 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 EVOTEC (FRANCE) SAS.

C. By virtue of the services provided by EVOTEC INTERNATIONAL GmbH under the Services Agreement, for which EVOTEC INTERNATIONAL GmbH has received a fee from the Assignee in accordance with the Services Agreement, MENEYROL and SUCHAUD are co-inventors of the Inventions.

D. 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 the Assignee exclusively.

E. On 06 May 2021, the Assignee filed, in its sole name, GB Patent Application No. 2106485.2 entitled 'PKC-THETA MODULATORS', and on 06 May 2022 filed, in its sole name, International Patent Application No. PCT/GB2022/051166 claiming priority to GB 2106485.2, in order to protect the Inventions in any one or more countries that are signatory to the Patent Cooperation Treaty (PCT); and on 06 May 2021, the Assignee filed, in its sole name, GB Patent Application No. 2106486.0 entitled 'PKC-THETA MODULATORS', and on 06 May 2022 filed, in its sole name, International Patent Application No. PCT/GB2022/051167 claiming priority to GB 2106486.0, in order to protect the Inventions in any one or more countries that are signatory to the Patent Cooperation Treaty (PCT). National patent applications based on PCT/GB2022/051166 and PCT/GB2022/051167 have since been filed, or are due to be filed in countries that are signatories to the PCT. All patent applications relating to the Inventions that have been filed on behalf of the Assignee or that will be filed on behalf of the Assignee (the short particulars of which are set forth in Schedule A attached hereto), and any associated intellectual property rights, will be termed collectively herein as 'the IP Rights'. MEREYNOL and SUCHAUD have been named as co-inventors in the IP Rights.

F. Pursuant to an Intercompany Agreement between EVOTEC (FRANCE) SAS and the Assignor with effective date 1 April 2015, it has been agreed that all rights to the Inventions that may first have been owned by EVOTEC (FRANCE) SAS will be transferred to the Assignor. By virtue of a Deed of Assignment dated 1 November 2023 (the Assignment) EVOTEC (FRANCE) SAS has assigned to the Assignor the Inventions, and all rights, title and interest therein, including any associated intellectual property rights such as patents, copyright and design right that EVOTEC (FRANCE) SAS owned or will own in relation to the Inventions.

G. As employees of EVOTEC (FRANCE) SAS the rights to the Inventions made by MENEYROL and SUCHAUD, the IP Rights and other intellectual property rights arising from performance of the Services Agreement may have been transferred automatically to EVOTEC (FRANCE) SAS and then via the Intercompany Agreement and/or the Assignment to the Assignor.

H. If, and to the extent that any rights to the Inventions, the IP Rights, the Services Agreement and other intellectual property rights remain the Assignor's to assign, the Assignor has agreed to assign to the Assignee the Inventions, the IP Rights, and all rights, title and interest therein, including any associated intellectual property rights such as copyright and design rights that the Assignor may own now or in the future relating to the Invention and the IP Rights, upon the terms and conditions set out below.

Operative Provisions:

1. Rights and properties hereby assigned

In consideration of the Recitals, the fee received by EVOTEC (FRANCE) SAS in payment of services provided under the Services Agreement and the further nominal consideration of GBP 10 (ten Pounds Sterling) 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 the IP 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 and the IP Rights 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, the IP Rights 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 Inventions or the IP Rights 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 England and Wales.

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 INTERNATIONAL GmbH**

(1)

Acting by

Name:



Position:

PROCURATED OFFICER

In the presence of

Witness signature:



Witness name:

SONIA CESANA

(2)

Acting by

Name:



Position:

PROCURATED OFFICER

In the presence of

Witness signature:



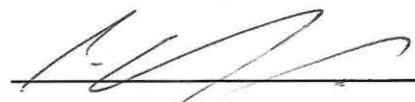
Witness name:

SONIA CESANA

SIGNED as a Deed by the said Assignee, **EXSCIENTIA AI LIMITED**

Acting by

Name:

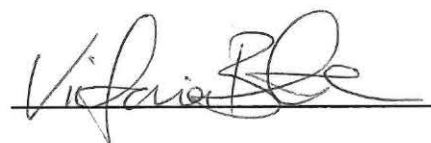


Position:

CEO

In the presence of

Witness signature:



Witness name:

VICTORIA BIRCH

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