

DEED OF ASSIGNMENT

Date: 18/10/2023

Parties:

(i) **JÉRÔME MENEYROL** ('the Assignor'), of c/o Evotec, Campus Curie, 195, Route d'Espagne, 31036 Toulouse cedex 1, France, France; and

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

Definitions of other company names:

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

(iv) **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. EVOTEC (FRANCE) SAS (the Assignee) 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 EVOTEC INTERNATIONAL GmbH and Exscientia Limited – now known as Exscientia AI Limited. The Assignee and Exscientia AI Limited have made inventions in relation to therapeutic compounds to target PKC-Theta, hereinafter 'the Inventions'.

B. By virtue of the services provided by the Assignor under the Services Agreement, for which EVOTEC INTERNATIONAL GmbH has received a fee from Exscientia AI Limited in accordance with the Services Agreement, the Assignor is a co-inventor of the Inventions.

C. 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.

D. Exscientia AI Limited has, in its sole name, filed a number of patent applications directed to the Inventions (the 'IP Rights'), the short particulars of which are set forth in Schedule A attached hereto. The Assignor is named as a co-inventor of the IP Rights.

E. When creating the Inventions, the Assignor was at all times an employee of the Assignee. The Assignor was, at all material times, in a technical position in which such inventions are expected to arise. By virtue of this and the Assignor's terms of employment with the Assignee ('the Employment Contract'), all intellectual property rights, including the IP Rights, deriving from work carried out by the Assignor in relation to the Inventions and which have not automatically transferred to Exscientia AI Limited, are deemed to belong to the Assignee.

F. As an employee of the Assignee the rights to the Inventions made by the Assignor and any other intellectual property rights arising from performance of the Services Agreement may have been transferred automatically to the Assignee.

G. If, and to the extent that any rights to the Inventions, the Services Agreement and any other intellectual property rights remain the Assignor's to assign, the Assignor has agreed to assign to the Assignee the Inventions 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 pursuance of the Recitals, the Employment Contract, and the further nominal consideration of the sum of EUR 1.00 (one 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 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 or other forms of protection in respect of the Inventions throughout the world, and the right to claim priority from the IP Rights and any such further applications when filing later applications in respect of the Inventions throughout the world;
- 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 any further applications;
- 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 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
JÉRÔME MENEYROL



In the presence of

Witness signature:



Witness name:

MULLER Christophe

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



Acting by

Name:

CHRISTIAN DARGEL

Position:

PROCURATED OFFICER

In the presence of

Witness signature:



Witness name:

SONIA CESANA

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



Acting by

Name:

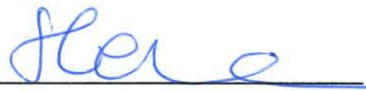
ANJA BOSLER

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

DEED OF ASSIGNMENT

Date: 18/10/2023

Parties:

(i) **VIRGINIE SUCHAUD** ('the Assignor'), of c/o Evotec, Campus Curie, 195, Route d'Espagne, 31036 Toulouse cedex 1, France, France; and

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- 1.2 the full right to file applications for and obtain patents or other forms of protection in respect of the Inventions throughout the world, and the right to claim priority from the IP Rights and any such further applications when filing later applications in respect of the Inventions throughout the world;
- 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 any further applications;
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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
VIRGINIE SUCHAUD



In the presence of

Witness signature:



Witness name:

Pauline PUEL

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



Acting by

Name:

CHRISTIAN DARGEL

Position:

PROCURATED OFFICER

In the presence of

Witness signature:



Witness name:

SONIA CESANA

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



Acting by

Name:

ANJA BOSLER

Position:

PROCURATED OFFICER

In the presence of

Witness signature:



Witness name:

SONIA CESANA

Schedule A

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