

DEED OF ASSIGNMENT

Date: 2nd NOVEMBER 2023

Parties:

(i) **PETER RAY** ('the Assignor'), of Dundee One, River Court, 5 West Victoria Dock Road, Dundee, DD1 3JT, Scotland, United Kingdom; 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.

Recitals:

A. The Assignor is an inventor of inventions relating to 'PKC-Theta Modulators' ('the Inventions'), which is described in the patent applications for which short particulars are set out in Schedule A attached hereto (the 'IP Rights').

B. 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 are deemed to belong to the Assignee.

C. As an employee of the Assignee and in accordance with the Assignor's Employment Contract, it is expected that the rights to the Inventions and all intellectual property rights deriving therefrom, including the IP Rights, should have transferred automatically to the Assignee.

D. If, and to the extent that, any rights to the Inventions and any intellectual property rights deriving therefrom, including the IP 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 Inventions 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 GBP 1.00 (one pound 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 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 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
PETER RAY



In the presence of

Witness signature:



Witness name:

Steven McKenzie

SIGNED as a Deed by the said
EXSCIENTIA AI LIMITED

Acting by

Name:

Position:

In the presence of

Witness signature:

Witness name:

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

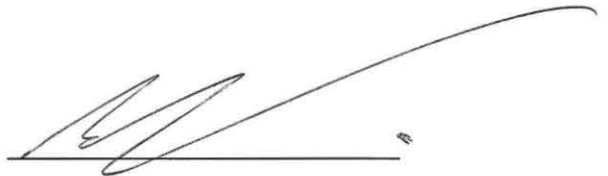
SIGNED as a Deed by the said
PETER RAY

In the presence of

Witness signature:

Witness name:

SIGNED as a Deed by the said
EXSCIENTIA AI LIMITED

A handwritten signature in dark ink, appearing to read 'Andrew Warkens', is written over a horizontal line.

Acting by

Name:

ANDREW WARKENS

Position:

CEO

In the presence of

Witness signature:

A handwritten signature in dark ink, appearing to read 'Victoria Birch', is written over a horizontal line.

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

DEED OF ASSIGNMENT

Date: 17/10/2023

Parties:

(i) **ANTHONY BRADLEY** ('the Assignor'), of Flat 1 Scala House, Oxford, OX2 6DD, United Kingdom; 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.

Recitals:

A. The Assignor is an inventor of inventions relating to 'PKC-Theta Modulators' ('the Inventions'), which is described in the patent applications for which short particulars are set out in Schedule A attached hereto (the 'IP Rights').

B. 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 are deemed to belong to the Assignee.

C. As an employee of the Assignee and in accordance with the Assignor's Employment Contract, it is expected that the rights to the Inventions and all intellectual property rights deriving therefrom, including the IP Rights, should have transferred automatically to the Assignee.

D. If, and to the extent that, any rights to the Inventions and any intellectual property rights deriving therefrom, including the IP 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 Inventions and the IP Rights, upon the terms and conditions set out below.

Operative Provisions:

1. Rights and properties hereby assigned

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- 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

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- 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

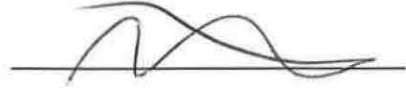
This Deed of Assignment is made under the laws of England and Wales.

4. Counterparts

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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
ANTHONY BRADLEY



In the presence of

Witness signature:



Witness name:

C. O'DONNELL.

SIGNED as a Deed by the said
EXSCIENTIA AI LIMITED



Acting by

Name:

DAVID J. HALLET

Position:

CSO

In the presence of

Witness signature:



Witness name:

PENNY CHOW.

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: 21 / 10 / 2023

Parties:

(i) **SIMON RICHARDS** ('the Assignor'), of 54 Queens Road, Hannington, Swindon, SN6 7SX United Kingdom; 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.

Recitals:

A. The Assignor is an inventor of inventions relating to 'PKC-Theta Modulators' ('the Inventions'), which is described in the patent applications for which short particulars are set out in Schedule A attached hereto (the 'IP Rights').

B. 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 are deemed to belong to the Assignee.

C. As an employee of the Assignee and in accordance with the Assignor's Employment Contract, it is expected that the rights to the Inventions and all intellectual property rights deriving therefrom, including the IP Rights, should have transferred automatically to the Assignee.

D. If, and to the extent that, any rights to the Inventions and any intellectual property rights deriving therefrom, including the IP 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 Inventions 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 GBP 1.00 (one pound 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 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

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3. Governing Law

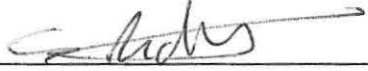
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IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written.

SIGNED as a Deed by the said
SIMON RICHARDS



In the presence of

Witness signature:



Witness name:

JACQUELINE RICHARDS

SIGNED as a Deed by the said
EXSCIENTIA AI LIMITED



Acting by

Name:

David Hallett

Position:

CSO

In the presence of

Witness signature:



Witness name:

L. O'DONNELL

Schedule A

Country / Jurisdiction	Application Date	Official No.	Title	Case Status
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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) **CATARINA SANTOS** ('the Assignor'), of 251 Osprey Drive, Cambridge, CB2 9GR, United Kingdom; 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.

Recitals:

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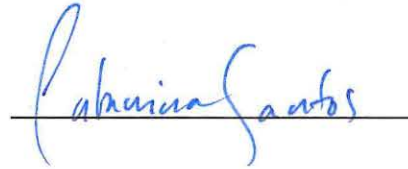
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SIGNED as a Deed by the said
CATARINA SANTOS



In the presence of

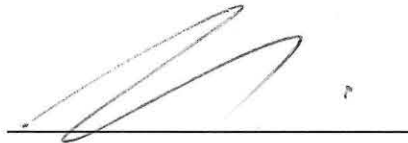
Witness signature:



Witness name:

SIMON RICHARDS

SIGNED as a Deed by the said
EXSCIENTIA AI LIMITED



Acting by

Name:

ANDREW HOPKINS

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

DEED OF ASSIGNMENT

Date: 15th October 2023

Parties:

- (i) **JEREMY BESNARD** ('the Assignor'), of The Schrödinger Building, Oxford Science Park, Oxford, OX4 4GE, United Kingdom; 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.

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- 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.

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SIGNED as a Deed by the said
JÉREMY BESNARD



In the presence of

Witness signature:



Witness name:

Xia Chen

SIGNED as a Deed by the said
EXSCIENTIA AI LIMITED



Acting by

Name:

David Hallett

Position:

CSO

In the presence of

Witness signature:



Witness name:

C. O'Donnell

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
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International (PCT)	06 May 2022	PCT/GB2022/051167	PKC-Theta Modulators	Pending