



XIMBIO

- and -

INSTITUTE OF ORGANIC CHEMISTRY AND BIOCHEMISTRY

- and -

INSTITUTE OF MACROMOLECULAR CHEMISTRY

- and -

CHARLES UNIVERSITY

XIMBIO MATERIALS LICENCE AND REVENUE SHARING AGREEMENT

Agreement Number [REDACTED]

Confidential

CANCER RESEARCH TECHNOLOGY LIMITED
2 Redman Place
London E20 1JQ

Agreement number [REDACTED]

THIS AGREEMENT (the “Agreement”)

BETWEEN:


- (1) **Cancer Research Technology Limited**, a company registered in England with company number 1626049, of 2 Redman Place, London, E20 1JQ, UK (“**Ximbio**” or “**Licensee**”); and
- (2) **Institute of Organic Chemistry and Biochemistry of the Academy of Sciences of the Czech Republic** (Ústav organické chemie a biochemie AV ČR, v.v.i.), with facilities located at, Flemingovo nám. 542/2, 160 00 Praha 6, Czech Republic (“**IOCB**”); and
- (3) **Institute of Macromolecular Chemistry of the Academy of Sciences of the Czech Republic** (Ústav makromolekulární chemie AV ČR, v.v.i.), with facilities located at Heyrovského nám. 1888/2, 162 00 Praha 6-Břevnov, Czech Republic (“**IMC**”); and
- (4) **Charles University (“CUNI”)**, represented by Charles University Innovations Prague s.r.o. based at Ovocný trh 560/5, 110 00 Praha 1, Czech Republic (“**CUIP**”).

(IOCB, IMC and CUNI hereinafter also jointly as the “**Licensors**”).

Each a “**Party**”, together the “**Parties**”.

WHEREAS:

- (A) Ximbio is the wholly owned subsidiary of Cancer Research UK, a company registered under company number 4325234 and a charity registered under charity number 1089464. Ximbio conducts commercial exploitation of life science laboratory research tools, reagents and materials.
- (B) IOCB Prague is a leading research institution under the umbrella of the Czech Academy of Sciences focused on basic research at the interface of chemical and biological sciences and translation of results from basic research into applications and commercial assets.
- (C) IMC is Czech Republic’s largest institution active in the field of research of polymer materials. IMC carries out scientific research in the key areas of macromolecular chemistry, physical chemistry, and polymer physics, but also in the fields that overlap with biochemistry, biophysical chemistry, tissue engineering, medicine, pharmacy and biotechnology.
- (D) CUIP is a wholly owned subsidiary of CUNI, the Czech Republic’s biggest university which consists also of faculties of technical and life science focus, founded to transfer knowledge and technologies created at the CUNI to industry. CUIP is authorized to represent CUNI and exercise the rights and to perform all acts on its behalf in full, such as, but not limited to, communicate with the Parties, receiving payments, issuing invoices, etc.

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- (F) The Parties wish to enter into this Agreement under which Ximbio will be granted rights to enable it to undertake commercial exploitation of the Licensors’ rights to Research Reagents, Data and Patents on the terms set out below.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement [REDACTED], the following words and phrases shall have the following meanings:

“Affiliate” means any company, partnership or other entity which directly or indirectly controls, is controlled by or is under common control with either Party including as a subsidiary or holding company of that Party.

“Commencement Date” means the date of publication of this Agreement in the Czech Register of Contracts as notified in writing by IOCB to Ximbio

“Confidential Information” means any publicly inaccessible information of confidential nature disclosed as such by the Disclosing Party to the Receiving Party pursuant to this Agreement, which may include trade secrets or information relating to the intellectual property, technology, business affairs or finances of the Disclosing Party or of any of its Affiliates, suppliers, agents, distributors, or customers. For the avoidance of doubt, publicly inaccessible information related to Research Reagents and unpublished intellectual property related thereto shall always be deemed confidential regardless of its form of disclosure unless the Licensors declare otherwise in writing.

“Data” means any and all data and/or information relating to Research Reagents that the Licensors may provide to Ximbio under this Agreement.

“Distribution Costs” means the [REDACTED]

“Expiry Date” means [REDACTED] after the Commencement Date.

“Field of Use” means research use only (i.e. “RUO”) by commercial and/or non-commercial organisations which excludes therapeutic use or any *in vivo* use in human subjects.

“Patents” means the following patents owned jointly by the Licensors that enable commercialisation of the Research Reagents:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

“Research Reagents” means life science laboratory research tools, reagents, materials and parts thereof [REDACTED]

“Term” [REDACTED]

“Ximbio Revenue” means [REDACTED]

(2) IDENTIFICATION AND AVAILABILITY OF RESEARCH REAGENTS FOR COMMERCIALISATION

- 2.1. The Licensors will include any Research Reagents it wishes Ximbio to commercialise in the Field of Use under this Agreement [REDACTED]. The list of Research Reagents [REDACTED] may be amended by agreement of the Parties from time to time.
- 2.2. Ximbio shall use reasonable endeavours to commercialise the Research Reagents in the Field of Use. The terms of any such commercialisation agreements and the [REDACTED]. Ximbio shall acknowledge each of the Licensors as the source of the Research Reagents on the Ximbio website and in other commercial presentations of the Research Reagents.
- 2.3. The ownership of the Research Reagents, Data and all intellectual property rights therein shall remain vested in the Licensors.
- 2.4. For the avoidance of doubt, the rights granted to Ximbio under this Agreement shall not extend to any of Ximbio’s Affiliates, unless the Parties agree otherwise in writing.
- 2.5. IOCB and IMC shall promptly provide and/or procure the provision to Ximbio of a sample of the Research Reagents in mutually agreed quantities and associated Data and such assistance in relation to the use of Research Reagents [REDACTED]. After this Agreement is executed IOCB and IMC shall [REDACTED]

[REDACTED] provide and/or procure the provision to Ximbio of the Research Reagents and its associated Data. On receipt of the Research Reagents and its associated Data by Ximbio, IOCB and IMC [REDACTED]

(3) LICENCES AND COMMERCIALISATION

3.1. The Licensors hereby grant to Ximbio a worldwide, [REDACTED] licence in the Field of Use in respect of i) the Research Reagents [REDACTED]; ii) associated Data, and where appropriate in and to the Patents, to:

(a) [REDACTED] Research Reagents; and

(b) to grant [REDACTED] commercialisation of Research Reagents.

[REDACTED] rights to any and all the intellectual property, Patents, and Confidential Information related thereto shall remain reserved to the Licensors.

3.2. For the avoidance of doubt, the Parties may enter into a separate written agreement in relation to any [REDACTED] use by commercial and/or non-commercial organisations.

3.3. The Licensors jointly, as well as each of the Licensors individually, shall retain the right to use any and all of the rights licensed hereunder, namely (without limitation) the Research Reagents, Data, Patents, Confidential Information, and any and all intellectual property related to any of the foregoing, for non-commercial research and educational purposes (be it on its own or in collaboration with a third party academic institution), including publication purposes (subject to Section 5.5), provided that such activities are not inconsistent with the terms of this Agreement.

(4) PAYMENTS

4.1. In consideration of the rights granted under this Agreement, Ximbio shall [REDACTED]

4.2. Ximbio will provide written electronic reports to each Licensor within [REDACTED] after [REDACTED] [REDACTED] during the Term stating:

(a) the number and description of Research Reagents sold or sub-licensed by Ximbio during the previous [REDACTED] (the "Accounting Period") and the aggregate Ximbio Revenue for each Research Reagent during such Accounting Period; and

(b) the [REDACTED]
[REDACTED]

4.3. Upon receipt of the written report under Clause 4.2, the Licensors shall each invoice Ximbio for the amount due for the Accounting Period. Upon receipt of the invoice, Ximbio shall make payment [REDACTED]
[REDACTED]

4.4. All payments due to the Licensors under this Agreement shall be:

a) made to the account of IOCB at:

Bank Name and Address: [REDACTED]
Sort Code: [REDACTED]
Account Number: [REDACTED]
S [REDACTED]
IBAN: [REDACTED]

b) made to the account of IMC at:

Bank Name and Address: [REDACTED]
Sort Code: [REDACTED]
Account Number: [REDACTED]
S [REDACTED]
IBAN: [REDACTED]

c) made to the account of CUIP at:

Bank Name and Address: [REDACTED]
Sort Code: [REDACTED]
Account Number: [REDACTED]
S [REDACTED]
IBAN: [REDACTED]

d) made without deduction of any taxes except any which Ximbio is required by law to deduct or withhold. If Ximbio is required by law to make any such tax deduction or withholding, Ximbio shall give reasonable assistance to the Licensors to claim exemption from or (if that is not possible) a credit for the deduction or withholding under any applicable double taxation or similar agreement from time to time in force, and shall from time to time give the Licensors proper evidence as to the deduction or withholding and payment over of the tax deducted or withheld.

4.5. Ximbio shall keep and, notwithstanding termination of this Agreement, maintain for at least six (6) years from creation, at its normal place of business up to date records and books of accounts and being sufficient to ascertain the payments payable under this Agreement. On reasonable notice, Ximbio shall make such records and books of accounts available for inspection, at a time to be agreed by the Parties, by an independent accountant nominated by the Licensors to verify the accuracy of any report given by Ximbio under this Agreement. [REDACTED]



(5) **CONFIDENTIALITY AND PUBLICATION**

- 5.1. The Party receiving Confidential Information hereunder ("**Receiving Party**") undertakes to the Party disclosing such Confidential Information ("**Disclosing Party**") to keep the Confidential Information of the Disclosing Party, secret and confidential, using the same care as it uses to protect its own Confidential Information. The Receiving Party undertakes to not disclose, divulge or enable access to Confidential Information of the Disclosing Party to any third party or otherwise make unauthorised use of such information during or after the Term except as required by applicable law and to use such Confidential Information only for the performance of its obligations under this Agreement.
- 5.2. The Receiving Party shall procure that the obligations in this Clause 5 are observed by its employees, officers and agents, sub-licensees, and by any other party retained by the Receiving Party, and that all such persons are bound by a written agreement containing obligations of confidentiality at least as stringent as those provided herein.
- 5.3. The Receiving Party shall notify the Disclosing Party immediately after it becomes aware of any unauthorized disclosure or breach of the confidentiality obligations set forth in this Clause 5. The Parties (or the respective Party, as the case may be) will take all such steps as are necessary to prevent further disclosure or breach.
- 5.4. The provisions of this Clause 5 shall not apply to:
 - a) any information that is in the public domain at the date of its disclosure to the Receiving Party, or that thereafter enters into public domain other than by breach of this Agreement or any other confidentiality agreement;
 - b) any information that had already been in the possession of the Receiving Party at the moment of its disclosure by the Disclosing Party, other than under an obligation of confidentiality;
 - c) any information obtained by the Receiving Party from a third party without any obligation of confidence, provided that such third party is not in breach of a confidentiality agreement with the Disclosing Party in relation to the information obtained;
 - d) any information that has been independently developed by the Receiving Party without the aid, application, use of or reference to any of Confidential Information of the Disclosing Party.
- 5.5. The Licensors (either jointly or separately, and including their officers, researchers, and employees) shall have the right to make publication of the results and findings generated from their research with, and use of, the Research Reagents in scientific publications or presentations (both oral and written).
- 5.6. The obligations of both Parties under this Clause 5 shall survive expiry or termination of this Agreement howsoever for a period of ten (10) years.
- 5.7. Ximbio acknowledges that one or more of the Licensors may be obliged under the laws of the Czech Republic, namely the Act No. 340/2015 Coll., on Special Conditions of Effect of Certain Contracts, the Publishing of such Contracts and the Register of Contracts, as amended (hereinafter as "Contracts Register Act") to publish this Agreement in a public Agreement Register available at <https://smlouvy.gov.cz>. Prior to publication of this Agreement, all Parties shall confirm in writing by

email exchange the version of the Agreement that may be published by removing parts of this Agreement, including any attachments that the Parties consider to be confidential.

(6) INDEMNIFICATION, DISCLAIMER, WARRANTIES AND LIABILITY

- 6.1. Subject to clause 6.2, Ximbio shall indemnify, or procure that its licensee shall indemnify, IOCB, IMC and CUNI from and against all claims, demands, actions, liabilities and damages and any related costs and expenses awarded which arise solely from, or are associated with, Ximbio's or its sub-licensee's storage, evaluation, handling, use, or disposal of the Research Reagents.
- 6.2. **THE PARTIES DO NOT GIVE ANY WARRANTY, UNDERTAKING OR REPRESENTATION IN RELATION TO THE RESEARCH REAGENTS AND DATA AND THEIR PROPERTIES OR FITNESS FOR ANY PURPOSE. THE PARTIES UNDERSTAND AND AGREE THAT THE RESEARCH REAGENTS ARE EXPERIMENTAL IN NATURE AND SUPPLIED UNDER THIS AGREEMENT "AS IS". THE PARTIES DO NOT GIVE ANY WARRANTY, REPRESENTATION OR UNDERTAKING THAT ANY OF THE RESEARCH REAGENTS AND DATA WILL NOT INFRINGE THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY. IF XIMBIO OR ITS LICENSEE RECEIVES NOTIFICATION THAT ANY ACTIVITY LICENSED UNDER THIS AGREEMENT INFRINGES, OR IS LIKELY TO INFRINGE, ANY PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR IF XIMBIO CONSIDERS THAT ANY OF THE RESEARCH REAGENTS IS NOT OF MERCHANTABLE OR SATISFACTORY QUALITY OR FIT FOR ITS PURPOSE, THEN XIMBIO MAY AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT PURSUANT TO CLAUSE 7 INsofar AS IT RELATES TO SUCH RESEARCH REAGENT WITHOUT ANY FURTHER LIABILITY TO IOCB, IMC AND CUNI.**
- 6.3. Ximbio shall comply with the export control laws and regulations of any country with jurisdiction over the Research Reagents.

(7) TERM AND TERMINATION

- 7.1. This Agreement shall enter into force on the Commencement Date and shall continue until the Expiry Date. Publication of this Agreement pursuant to Clause 5.7 in the Register of Contracts will be secured by IOCB without any delay after signing the Agreement by all Parties. IOCB also undertakes to inform the Parties about the registration by sending a copy of the confirmation of the administrator of the Register of Contracts on publishing the Agreement without undue delay after receiving the confirmation.
- 7.2. The Agreement will automatically renew at the Expiry Date for an additional Term, unless either Party notifies the other in writing within the 60 day period prior to the Expiry Date that it wishes to either terminate the Agreement or enter into a renegotiation of terms.
- 7.3. Either Party shall have the right to terminate this Agreement immediately upon giving written notice of termination to the other Party (the "Defaulting Party"), upon the occurrence of any of the following events at any time during this Agreement:
 - (a) if the Defaulting Party commits a material breach of this Agreement which in the case of a breach capable of remedy shall not have been remedied within sixty (60) days of the receipt by it of a notice identifying the breach and requiring its remedy. For the avoidance of doubt, material breach of this Agreement shall mean particularly (but not limited to) violation of any of the following clauses: 2.2, 3.3, 4.1, 4.2, 5, 6.1; or
 - (b) if the Defaulting Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (other than voluntarily for the purpose of solvent amalgamation or

reconstruction), or if a manager, administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or business, or if it makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

(8) CONSEQUENCES OF TERMINATION

8.1. Notwithstanding termination of this Agreement howsoever:

- (a) Ximbio may complete any unfulfilled orders for Research Reagents [REDACTED] entered into by Ximbio prior to the date of termination; and
- (b) Ximbio may sell, use, return or otherwise dispose of any unsold stocks of Research Reagents subject to the provisions of this Agreement and to the payment of any Ximbio Revenue due thereon.

8.2. Subject to Clause 8.1, upon termination of this Agreement:

- (a) the Parties shall immediately and at each Party's own expense safely return to the other Parties all property, materials and information proprietary to the other Parties;
- (b) any further use of any and all Research Reagents, Data, Patents and/or intellectual property related thereto must be negotiated with and approved directly by IOCB, IMC and CUNI;
- (c) Ximbio shall immediately cease to use any and all intellectual property of IOCB, IMC and CUNI, including (without limitation to) any Research Reagents, Data, and Patents;
- (d) each Receiving Party shall immediately cease to use the Disclosing Party's Confidential Information.

8.3. Notwithstanding Clause 8.2(b), termination or expiration of the Term of this Agreement shall not affect those sub-licences, options or other agreements in respect of the Research Reagents entered into by Ximbio pursuant to clause 3.1(b) in accordance with this Agreement that:

- (a) had been assigned to the Licensors and that the Licensors accepted in writing prior to the effective date of termination or before expiration of the Term; or
- (b) are necessary to enable Ximbio to complete any unfulfilled orders for Research Reagents [REDACTED] prior to the date of termination to the [REDACTED] Clause 8.1 (a); or
- (c) are necessary to enable Ximbio to [REDACTED] to Clause 8.1 (b).

8.4. Termination or expiry of this Agreement for whatever reason shall not affect the accrued rights of the Parties arising under this Agreement as at the date of termination and in particular, but without limitation, the right to recover damages and interest, and the provisions of Clauses 4, 5, 6, 8, and 9 shall survive this Agreement and shall remain in full force and effect.

(9) GOVERNING LAW AND JURISDICTION

9.1. In case of any dispute over the interpretation or the execution of this Agreement, the Parties undertake to make every effort to settle their dispute by amicable agreement. If the Parties are unable to settle a dispute arising out of or in connection with this Agreement, the territorially competent court shall be that of the place where the defendant resides. The applicable law will be the national law of the defendant court.

IN WITNESS WHEREOF this Agreement has been executed by duly authorised officers of the Parties and is effective as of the date written above.

For and on behalf of **XIMBIO**

Signed by: _____

Name: Robert Bondaryk

Title: Global Head, Ximbio

For and on behalf of **IOCB**

Signed by: _____

Name: RNDr. PhDr. Zdeněk Hostomský, CSc.

Title: Director

For and on behalf of **IMC**

Signed by: _____

Name: Ing. Jiří Kotek, Dr.

Title: Director

For and on behalf of **CUNI**

Signed by: _____

Name: Mgr. Otomar Sláma, MPA

Title: Director, on the basis of a mandate