

CONFIDENTIAL**MASTER SERVICES AGREEMENT**

Nurix Contract No. 6775

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into as of June 15, 2022 (the “*Effective Date*”) by and between **Nurix Therapeutics, Inc.**, a Delaware corporation with a business address of 1700 Owens Street, Suite 205, San Francisco, CA 94158 (“*Nurix*”), and **Mikrobiologický ústav AVCR, v.v.i.**, a Czech Republic publicly funded scientific institution (Registration #61388971) with a business address at Videnska 1083, Prague 4 Czech Republic, 14220 (“*The Institute of Microbiology*”). Nurix and Institute of Microbiology each may be referred to herein individually as a “*Party*,” or collectively as the “*Parties*.”

BACKGROUND

The Institute of Microbiology is a Czech publicly funded institution engaged in research and development in areas of physiology, biochemistry and genetics of microorganisms, molecular biology, biocatalysis and microbial products that provides structural mass spectrometry and related services to biotechnology companies in addition to its main scope of operations. Nurix desires that Institute of Microbiology provides certain necessary services under the terms and conditions of this Agreement, and Institute of Microbiology desires to provide such services to Nurix.

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Services and Projects.

1.1. During the term of this Agreement, Nurix may request that Institute of Microbiology provides certain services (the “*Services*”) and Institute of Microbiology may agree to provide the requested Services as set forth in an individual statement of work (each a “*Statement of Work*”) executed by the Parties. The Services shall consist of individual projects (each, a “*Project*”) defined in each Statement of Work and shall be performed under the terms and conditions set forth in this Agreement.

1.2. Institute of Microbiology shall render the Services for each Project as set forth in a Statement of Work as agreed upon in writing by the Parties. The Statement of Work shall be comprised of: (i) a cover sheet in a form substantially similar to Exhibit A attached hereto which contains the general terms and conditions applicable to all Projects as agreed to by the Parties and (ii) a statement of work, work order, proposal, quote or similar document provided by Institute of Microbiology which is appended to the cover sheet and describes the nature, design and scope of the Services and Project, includes a project summary, the schedule and timeline of work to be performed by Institute of Microbiology during the course of an individual Project, a clear description of the work product or results to be provided to Nurix pursuant to the Statement of Work (the “*Deliverables*”), as well as a statement of the price, fees and payment schedule for that Project (the “*Budget*”). For the avoidance of doubt, the Deliverables shall include all work product, data, results, discoveries. Nurix retains ownership of the Project Materials (as defined in

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Section 3.1 below), including any material contained or incorporated in its modifications, the unmodified descendants from the Project Materials, and the unmodified functional subunits or products expressed by the Project Materials. The Institute of Microbiology retains ownerships to all methods used or developed to perform the work requested by Nurix.

1.3. In the event of a conflict between the terms and conditions contained in the Statement of Work and this Agreement, the terms of this Agreement shall control unless specifically set forth otherwise in the Statement of Work. The executed Statement of Work shall be incorporated into and made a part of this Agreement.

2. Conduct of the Project.

2.1. Institute of Microbiology shall maintain industry standards of professional conduct in the performance of the Services and in the preparation of all Deliverables. Institute of Microbiology shall start and complete all Projects on time in accordance with the timelines set forth the relevant Statement(s) of Work, subject to receipt by Institute of Microbiology from Nurix of all Project Materials, if any, and shall notify Nurix of any substantial delays. Institute of Microbiology shall perform the Services using commercially-reasonable efforts in strict compliance with all applicable international and local regulations and guidance.

2.2. Institute of Microbiology shall conduct each Project in accordance with the Statement of Work which may be amended from time to time upon the mutual agreement of the Parties. If the amendment requires additional work on the part of Institute of Microbiology, Institute of Microbiology shall conduct the additional work required and shall be paid an amount mutually agreed to by the Parties. Institute of Microbiology agrees not to change or deviate from the Statement of Work without Nurix's prior written approval.

2.3. After a Project has been completed, Institute of Microbiology may be requested by Nurix to provide additional consultation services concerning any Project performed by Institute of Microbiology. Upon such a request by Nurix and acceptance of such request by Institute of Microbiology, Institute of Microbiology shall provide the requested services and shall be paid an amount mutually agreed to by the Parties.

2.4. Nurix shall have the right to reject the Services and/or Deliverables, or any portion thereof that Nurix reasonably believes fails to meet the specifications set forth in the relevant Statement of Work, in writing within ten (10) business days from receipt of the Deliverable. If Nurix does not reject in writing within ten (10) business days, the Service and/or Deliverable shall be considered accepted by Nurix. Nurix shall clearly state in writing the reasons for any rejection. Within ten (10) business days of any notice of rejection, Institute of Microbiology shall present a corrective plan of action to Nurix. Upon approval by Nurix of the corrective plan, Institute of Microbiology, at no additional expense to Nurix, shall then make the corrections and, where applicable, Institute of Microbiology shall resubmit the corrected Service or Deliverable to Nurix.

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3.1. If necessary, for the completion of the Services for a particular Project, Nurix may provide Institute of Microbiology with Nurix proprietary and non-proprietary materials, including reagents, proteins, and molecules (“**Project Materials**”) to enable Institute of Microbiology to provide the Services for a Project. The Project Material(s), bearing a numerical identifier(s), shall be used by Institute of Microbiology solely to carry out the Services using means and methods that meet certain acceptability criteria agreed to by the Parties, as described in the Statement of Work.

3.2. The Project Materials shall not be supplied or released to any third parties, nor to any individual other than employees of Institute of Microbiology for use in connection with a Project. Each person employed by Institute of Microbiology shall be informed of the terms and conditions of this Agreement prior to allowing such employee to have access to the Project Materials and Institute of Microbiology agrees not to allow access to, or to transfer of the Project Materials, to any employee or other person, unless such employee is bound by an employment, confidentiality or other agreement containing similar terms and conditions as set forth in this Agreement.

3.3. The Project Material shall be used as directed by Nurix solely to carry out the Project according to the Statement of Work. Institute of Microbiology shall not acquire any right, title or interest in the Project Material as a result of its performance of the Services. To the extent that there remains, following full or partial completion of a Statement of Work, any (a) Project Material(s), or (b) material(s) constituting a Deliverable in excess of the amount requested by Nurix, Institute of Microbiology agrees to provide Nurix a full accounting of remaining Project Material(s) and/or Deliverable(s) at the conclusion of the Services, and agrees to return or destroy all such materials at Nurix’s direction. Institute of Microbiology shall not destroy, transfer, or retain any Project Materials or Deliverables without Nurix’s advance written consent.

3.4. Institute of Microbiology expressly acknowledges and agrees that the Project Material is the confidential and proprietary property of Nurix and Institute of Microbiology agrees to use commercially reasonable efforts to prevent the transfer of the Project Material and/or the disclosure of any information relating to the Project Material, including the description, physical/chemical properties and/or the results of the Project, to any third party.

4. Inspections. Upon ten (10) business days of Nurix’s written notice requesting an inspection (“**Inspection Notice**”), the Parties shall mutually agree to a day and time for such inspection which shall be no fewer than ten (10) days and no more than twenty (20) days from the date of such Inspection Notice. Subject to Nurix’s execution of a site visit confidentiality agreement, Nurix shall have the right to conduct, during normal business hours, site inspections/compliance audits to ensure compliance of the facilities used in the performance of the Services with all applicable rules, regulations and guidance, and to otherwise monitor Institute of Microbiology’s performance of the Services. If any such inspection/compliance audit is made on the premises of Institute of Microbiology, Institute of Microbiology shall, without additional charge to Nurix, provide all reasonable facilities and assistance for the safety and convenience of the inspectors/auditors in the performance of their duties. Institute of Microbiology shall provide Nurix a written response to any written observations provided by Nurix within thirty (30) days of

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Institute of Microbiology receipt thereof and shall as soon as reasonably practicable implement any corrective actions or enhancement to its operations and processes reasonably requested by Nurix. Nurix understands that Institute of Microbiology is an academic institution and that its core facilities do not operate under GLP or any other similar external regulatory guidelines.

5. Records and Reports.

5.1 Institute of Microbiology shall keep complete and accurate records of the status and progress of each Project as required by the Statement of Work and shall maintain adequate and accurate records covering such Project and all other Services in the manner in which such records typically are maintained and in compliance with all applicable international and local laws, rules, regulations and guidance, and international and U.S. patent law.

5.2 Institute of Microbiology shall furnish a report in a form mutually agreed to by the Parties and as specified in the Statement of Work. The timeline for report delivery shall be agreed to by the Parties in each Statement of Work.

5.3 All Project reports and any supporting documentation relating to the Projects originating with Institute of Microbiology, whether written or in other tangible form (e.g., tissues, slides, photographs, etc.) shall be the sole and exclusive property of Nurix. Notwithstanding the foregoing, Institute of Microbiology's laboratory notebooks shall remain Institute of Microbiology's property however, all compilations and reports containing data relating to a Project in such notebooks shall be owned by Nurix. If requested by Nurix, Institute of Microbiology shall provide Nurix copies of calibration, tune and QC reports relating to a Project or shall provide relevant data to Nurix in the manner Institute of Microbiology typically provides such data to their clients

6. Compensation. Nurix shall pay Institute of Microbiology in accordance with the Budget, and pursuant to the payment timeline, specified in each Statement of Work. Any necessary and appropriate changes in the costs of a Project shall be set forth in an amendment to the Statement of Work executed by authorized representatives of the Parties. Invoices shall include packaging costs, taxes and duties, if applicable as well as shipping costs. Nurix shall pay any taxes and duties designated and/or levied by any local, or government agency (including VAT and withholding taxes, if applicable) as well as shipping costs. Invoices are due thirty (30) days from Nurix's receipt of a Valid Invoice sent by Institute of Microbiology. For the purposes of this Agreement, a "**Valid Invoice**" is an invoice that includes a purchase order ("**PO**") number provided by Nurix and/or other mutually agreed identifier. Notwithstanding the foregoing, payments made pursuant to invoices that do not include a PO number may be subject to delay.

7. Confidentiality.

7.1 Confidential Information. Confidential Information shall mean all confidential and proprietary information of a Party (the "**Disclosing Party**") that is disclosed to, received by or acquired by the other Party (the "**Receiving Party**") in connection with this Agreement, in written, oral or other form and clearly marked (if in writing), or otherwise identified as "confidential" or designated as confidential at the time of such disclosure or is of such a nature, or is disclosed, received or acquired under such circumstances as it

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would be understood to be Confidential Information, either before or after the Effective Date and whether such information is provided by the Disclosing Party directly or on the Disclosing Party's behalf by a third party ("**Confidential Information**"). For purpose of clarification, the Confidential Information of Nurix shall include all information and materials provided or made available to Institute of Microbiology from Nurix including but not limited to (a) the Project Materials and Deliverables, (b) descriptions and physical/chemical properties, (c) Statements of Work , (d) the Projects, including any identification of Nurix's intended cellular targets and potential therapeutic uses of Deliverables, (e) all data (including, without limitation, the records required under Article 6 hereto), and (f) all other information or materials provided to Institute of Microbiology by Nurix or generated by Institute of Microbiology under this Agreement, including, without limitation, Results, Inventions, Notebook Data and Information (as those terms are defined in Section 13.1 below) (collectively referred to as "**Nurix Confidential Information**"). Nurix understands that the redacted contract is subject to mandatory publication as explained in Section 8.2 below.

7.2 The Parties acknowledge that this Agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll., on Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts) and shall become legally binding upon the Institute of Microbiology only upon such publication in the Register of Contracts. The Parties have agreed that prior to publication of this Agreement, the Institute of Microbiology will remove or black out any and all provisions of this Agreement designated by the Parties as trade secrets and provide the redacted Agreement to Nurix for approval.

7.3 Non-Use of Confidential Information. The Receiving Party shall:

7.3.1 exercise, and use reasonable efforts to cause its employees, agents and consultants to exercise, reasonable care to hold in confidence and not disclose Confidential Information of the Disclosing Party to third parties or release it for publication or presentation without the prior written consent of the Disclosing Party;

7.3.2 not use, and employ reasonable efforts to cause its employees, agents and consultants not to use, Confidential Information of the Disclosing Party for any purpose not expressly contemplated by this Agreement without the prior written consent of the Disclosing Party; and

7.3.3 be responsible for any breach of this Article 8 by any of its employees, agents and consultants.

7.4 Exclusions from Confidentiality and Non-Use Obligations. Confidential Information of a Disclosing Party shall not include any information that the Receiving Party can demonstrate by documentary evidence:

7.4.1 was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party;

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7.4.2 was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party;

7.4.3 became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement;

7.4.4 is independently discovered or developed by the Receiving Party without the use of Confidential Information of the Disclosing Party; or

7.4.5 was disclosed to the Receiving Party on a non-confidential basis by a third party who had no obligation to the Disclosing Party not to disclose such information to others.

7.5 Authorized Disclosure. The Receiving Party shall not be prohibited from disclosing Confidential Information to the extent such information is required to be disclosed by court order or by applicable law or government regulation; *provided, however*, that in such event, the Receiving Party shall, to the extent legally permitted, give reasonable advance notice to the Disclosing Party of such required disclosure to permit the Disclosing Party to contest such disclosure, and/or to obtain a protective order or other confidential treatment of the Confidential Information required to be disclosed.

7.5.1 During the term of this Agreement and any subsequent extensions mutually agreed to in writing by the Parties, and for a period of ten (10) years thereafter, the Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third party. The Receiving Party shall not use the Disclosing Party's Confidential Information for any other purpose than the performance of the Receiving Party's obligations hereunder, the performance of the Services, and the delivery of Deliverables as set forth in the respective Statement of Work. Upon the Disclosing Party's written request and at the Disclosing Party's option and cost, the Receiving Party shall return or destroy all Disclosing Party Confidential Information, including any copies and extracts thereof, except for one copy of such Disclosing Party Confidential Information which is to be retained for archival purposes only. In case of destruction, the Receiving Party shall confirm in writing such destruction to the Disclosing Party.

8. Use of Names. Neither Party shall use the other Party's name or the name of any employee of the other Party in any advertising, packaging, promotional material, or any other publicity relating to this Agreement, without the prior written approval of the other Party, provided that Nurix may identify Institute of Microbiology in scientific publications and presentations as the source of materials without prior written approval of Institute of Microbiology.

9. Warranties.

9.1 Institute of Microbiology represents and warrants that: (i) in performing the Services, it shall comply with all applicable laws, ordinances, rules and regulations pertaining to the performance of the Services, including all international and local labor laws; (ii) the use by Institute of Microbiology of any Institute of Microbiology proprietary technology in performing the Services shall not infringe any third-party intellectual property rights; and

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(iii) the execution and performance of this Agreement or the provision of Services and Deliverables under this Agreement does not conflict with any other obligation or agreement to which Institute of Microbiology is a party. Institute of Microbiology shall promptly notify Nurix in writing, if any other agreement with a third party may conflict in any way with its obligations hereunder.

9.2 Institute of Microbiology represents and warrants that it and its personnel has not been debarred, and has not been convicted of a crime (according to the Trestni zakon 40/2009 Sb, uin English: Criminal Act) that could lead to debarment under Czech law.the Czech Act 350/2011 Sb. “Zákon o chemických látkách a chemických směsích” as amended (in English: Chemical Compounds and Chemical Mixtures Act nr. 350 of 2011 also known as “Chemistry Act of 2011”) Institute of Microbiology warrants that it has not knowingly utilized, and shall not knowingly utilize, the services of any individual or entity in the performance of the Services that has been debarred or that has been convicted of a crime which could lead to debarment under the Czech Act 350/2011 Sb. “Zákon o chemických látkách a chemických směsích” as amended (in English: Chemical Compounds and Chemical Mixtures Act nr. 350 of 2011 also known as “Chemistry Act of 2011”). In the event that Institute of Microbiology receives notice of debarment of any such individual or entity, Institute of Microbiology shall notify Nurix immediately.

9.3 Each Party represents and warrants to the other Party as of the Effective Date:

9.3.1 such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

9.3.2 this Agreement has been duly executed and the performance by such Party of its obligations under the Agreement have been duly authorized;

9.3.3 the performance of this Agreement by it does not create a breach or default under any other agreement to which it is a party nor violate any law or regulation;

9.3.4 such Party controls and has the right to grant all rights and licenses it grants to the other;

9.3.5 there is no pending or threatened litigation that alleges that any patent(s) to which it is granting a license are invalid or unenforceable, or that such Party has misappropriated any intellectual property rights of any third party; and,

9.3.6 there is no pending or threatened litigation that alleges that such Party’s activities with respect to the Project Materials, providing the Services and/or Deliverables have infringed or misappropriated any intellectual property rights of any third party and in the event that a Party becomes aware at any time during the Term that any aspect of this Section 9.3.6 is no longer accurate, it shall promptly notify the other Party.

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10.1 Unless otherwise stated in Sections 10.1 and 10.3, to the maximum extent permissible by law, Institute of Microbiology makes no representation and disclaims all express and implied warranties and conditions of any kind with respect to the Services and the Deliverables, in particular with respect to the quality or fitness of the Deliverables for a particular purpose.

10.2 Except for the obligations arising under Article 8 or Article 13, neither Party shall be liable for penalties or liquidated damages or for special, indirect, consequential or incidental damages of any type or kind (including, without limitation, lost profits.)

10.3 Nothing in this Agreement shall exclude or limit Institute of Microbiology liability for death or personal injury caused by its negligence or any other liability to the extent that such liability may not be excluded or limited by law. The concerned law is Czech Labour code 262/2006 Sb.

11. Indemnification. Notwithstanding Section 11.2 above, Institute of Microbiology shall defend, indemnify, and hold Nurix and its parent, subsidiaries and affiliates and their respective directors, officers, employees and agents (together, the “*Nurix Indemnitees*”) harmless from and against any third-party claims, demands, suits, actions, causes of action, losses, damages, fines and liabilities, including reasonable attorneys’ fees (“*Claims*”) arising out of or in connection with: (i) any breach of this Agreement including the warranties set forth in Section 10.1, 10.2 and 10.3; (ii) the negligence, recklessness or willful misconduct of Institute of Microbiology or any party acting on behalf of or under authorization from Institute of Microbiology in performing the Services; (iii) a failure to adhere to the specifications, instructions or precautions for the Project Materials that have been communicated in writing by Nurix to Institute of Microbiology; or (iv) any Claim by a third party alleging that any Institute of Microbiology technology used in performing the Services does or would infringe or misappropriate the intellectual property rights of any third party. Institute of Microbiology will pay any costs and damages incurred, suffered or required to be paid by Nurix in connection with such Claims that may be assessed, provided that Institute of Microbiology is given information, reasonable assistance, and sole authority to defend and/or settle the Claim.

12. Ownership.

12.1 All materials, documents, data, software and information, including all Nurix Confidential Information, supplied to Institute of Microbiology by Nurix (collectively, “Nurix Property”) shall be and remain the sole and exclusive property of Nurix. Institute of Microbiology shall: (i) use Nurix Property only in the performance of the Services in accordance with this Agreement and for no other purpose, (ii) not use or share any Nurix Property for the benefit of any third party without the prior written consent of Nurix, and (iii) use Nurix Property in compliance with all applicable laws, rules and regulations. Institute of Microbiology shall promptly return to Nurix or destroy (as directed by Nurix) all such Nurix Property, and copies thereof, upon termination of this Agreement or at Nurix’s request.

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12.2 If Nurix requires Nurix's property to be held by Institute of Microbiology, Institute of Microbiology shall, at Nurix's expense, store Nurix's property as agreed upon in the Statement of Work and in accordance with Institute of Microbiology's archiving policy and all applicable local, state and federal laws, rules, regulations and guidances.

12.3 All Deliverables shall either be considered "works for hire" or otherwise the property of Nurix and Nurix shall be the sole and exclusive owner of all rights, title and interest therein. Regarding any Deliverable that is not a "work made for hire," Institute of Microbiology hereby irrevocably assigns to Nurix all of Institute of Microbiology's rights, title and interest worldwide in and to such Deliverables. Should such assignment not be possible, Company hereby grants to Nurix a perpetual, irrevocable, exclusive (even as to Company), royalty-free worldwide license, with the right to sublicense such Deliverables for any and all uses. At Nurix's expense, Company shall execute and deliver all documents and take all actions that Nurix requests to perfect Nurix's ownership of Deliverables and to enable Nurix to apply for, obtain, perfect, maintain and enforce any and all intellectual property rights in Deliverables. Company shall not contest the validity of Nurix's rights in the Deliverables or any intellectual property rights therein. Nurix shall have the right to review, publish, disclose and use any and all Deliverables as Nurix, in its sole discretion, deems appropriate, including, without limitation, in submission(s) to any regulatory authority.

12.4 This Agreement grants a non-exclusive, non-transferable license to Institute of Microbiology solely for the use of the Project Material(s) in a Project according to the Statement of Work. Nurix neither transfers nor licenses to Institute of Microbiology by operation of this Agreement under any of its patent rights, copyrights, or other proprietary rights, except as specifically set forth in this Agreement. Any data, results, derivatives or modifications of Project Materials generated by Institute of Microbiology, as well as any discoveries or inventions developed or generated pursuant to this Agreement that relate in any way to the Project Material, including but not limited to new data, uses, processes or compositions (collectively, "Results and Inventions"), shall remain the sole and exclusive property of Nurix. Institute of Microbiology hereby assigns and transfers to Nurix all of its right, title and interest in and to all Results and Inventions, and agrees to take, and to cause its employees, agents, and consultants to take, all acts reasonably required to evidence such assignment. Institute of Microbiology agrees to assist Nurix in securing for Nurix any patents, copyrights or other proprietary rights in such Results and Inventions and to perform all acts that may be reasonably required to vest in Nurix all right, title and interest in such Results and Inventions. All Institute of Microbiology employees working under this Agreement and any Statement of Work shall be under the obligation to assign all right, title, and interest in and to their Results and Inventions, whether or not patentable, if any, to Nurix as the sole owner. All costs and expenses associated with establishing Nurix's rights therein shall be Nurix's responsibility. Institute of Microbiology's laboratory notebooks or other records maintained with respect to a Project shall be owned by Institute of Microbiology, provided however the compilations and reports containing data and information in those notebooks and records relating to Results and Inventions ("Notebook Data and Information") shall be Nurix Confidential Information, and shall be the property of Nurix, and Institute of Microbiology shall provide Nurix copies of the Notebook Data and Information upon Nurix's written request.

12.5 Institute of Microbiology shall retain all interest in any proprietary tools, computer programs, algorithms, databases, methods, techniques, processes and other materials and ideas developed by Institute of Microbiology independently of the Services and this Agreement and

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without the use or reference to any Nurix Property as documented by contemporaneous written evidence (“Institute of Microbiology Property”). Institute of Microbiology hereby grants to Nurix a non-exclusive, royalty-free, irrevocable, perpetual, transferable worldwide license, with the right to sublicense through multiple tiers, to make, use, sell, import, modify, reproduce, or exploit in any way any Institute of Microbiology Property incorporated into any Deliverables, in whole or in part and by any means.

12.6 Nurix acknowledges that Institute of Microbiology shall have the right to enter into unrelated collaborations with third parties, always subject to Institute of Microbiology’s obligations under Articles 3 and 8 and Nurix’s ownership of Results and Inventions.

13. Insurance. Institute of Microbiology shall carry insurance sufficient to cover its interest or liabilities hereunder including but not limited to worker’s compensation and comprehensive general liability. Institute of Microbiology is public institution established by the Czech government and insures employees and its operations in accordance with the Czech Act 262/2006 Sb (Labour code).

14. Term and Termination.

14.1 This Agreement shall commence on the Effective Date and shall continue for two (2) years from the Effective Date or until terminated by the Parties as set forth below.

14.2 Nurix shall have the right to terminate an on-going Project at any time without cause upon thirty (30) days’ prior written notice to Institute of Microbiology. In the event a Project is terminated without cause without terminating the Agreement, Institute of Microbiology shall be paid for all Services rendered through the effective date of termination, together with any additional expenses incurred in connection with the shutdown of such Project or that were previously committed.

14.3 Either Party may terminate this Agreement at any time upon thirty (30) days’ prior written notice to the other Party for material breach of this Agreement by the other Party where such breach is not remedied to the non-breaching Party’s reasonable satisfaction within the thirty (30) day notice period.

14.4 Upon termination, neither Party shall have any further obligations under this Agreement, except that (i) the liabilities accrued through the date of termination, and (ii) the obligations that by their terms survive termination.

15 Employee Solicitation. Institute of Microbiology and Nurix agree that, during the term of a Project and for a period of ninety (90) days thereafter, neither Party shall solicit any person employed by the other Party for hire or for engagement as an independent contractor.

16 Dispute Resolution. Should any dispute or claim arise out of or in connection with any provision of this Agreement, the Parties shall first, within ten (10) days after either Party identifies the existence of a dispute, each Party will appoint a representative with authority to resolve the identified dispute and such representatives, within twenty (20) days after their appointment, will meet or organize a video call to resolve such dispute. If the representatives

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cannot resolve the dispute, either Party may make a written demand for formal dispute resolution. Within ten (10) days after such written demand, the Parties shall meet or organize a video call with an impartial mediator solely to consider dispute resolution alternatives other than litigation. If an alternative method of dispute resolution is not agreed upon within ten (10) days after the mediation, either Party may begin litigation proceedings. This mandatory arbitration provision shall not apply to disputes or claims involving Articles 8 or 13 of this Agreement.

17 Miscellaneous.

17.1 Notices. All notices from one Party to the other shall be in writing and shall be given by addressing the same to the addresses set forth below or at such other address as either may specify in writing to the other pursuant to this Section 18.1. Notices shall be sent by overnight courier, certified mail, return receipt requested, or by other means of delivery requiring an acknowledged receipt. All notices shall be effective upon receipt:

Nurix Address: Nurix Therapeutics, Inc.
1700 Owens Street, Suite 205
San Francisco, CA 94158
Attn: Legal Department
Email: contracts@nurixtx.com

Institute of Microbiology Address: Institute of Microbiology
Videnska 1083
Prague 4, Czech Republic, 142 00
Attn: [REDACTED]

Email: [REDACTED] and
[REDACTED] cc to
[REDACTED]

Address for sending Project Materials:
Biocev
Prumyslova 595
Vestec, Czech Republic, 252 50
Attn: [REDACTED]

17.2 Independent Contractors. The business relationship of Institute of Microbiology and Nurix established by this Agreement is that of independent contractors, and nothing contained in this

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Agreement shall be construed to (i) give either Party the power to direct or control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, employer, employee, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

- 17.3 Assignment; Headings.** This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either Party without the prior written consent of the other Party; provided, however, without such written consent either Party may assign this Agreement in connection with the transfer or sale of all or substantially all of its assets or business or its merger or consolidation with another company, provided that such successor is bound by the terms of this Agreement. Headings and captions in this Agreement are for convenience only and are not to be used in the interpretation of this Agreement.
- 17.4 Entire Agreement.** This Agreement, together with the exhibits and any Statement of Work attached hereto and made a part hereof, constitutes the entire agreement of the Parties, superseding any and all previous agreements and understandings, whether oral or written, as to the same subject matter. No modification or waiver of the provisions of this Agreement, including without limitation any of the Statement of Work, shall be valid or binding on either Party unless in writing and signed by both Parties. No waiver of any term, right or condition under this Agreement on any one occasion shall be construed or deemed to be a waiver or continuing waiver of any such term, right or condition on any subsequent occasion or a waiver of any other term, right or condition hereunder.
- 17.5 Severability.** In the event that one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.
- 17.6 Survival.** Following the term of this Agreement, any and all provisions set forth herein which, by their very nature, are intended to survive any expiration or termination hereof, shall so survive, including without limitation, the provisions respecting Section 2.3, Article 4 (Inspections), Article 5 (Records and Reports), Article 7 (Confidentiality), Article 8 (Use of Names), Article 9 (Warranties), Article 10 (Limitation of Liability), Article 11 (Indemnification), Article 12 (Ownership), Article 15 (Employee Solicitation), Article 16 (Dispute Resolution), and Article 17 (Miscellaneous).
- 17.7 Applicable Law; Counterparts.** This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of England and Wales, without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Electronic, scanned .pdf and/or facsimile signatures shall be deemed original signatures for all purposes.
- 17.8 Force Majeure.** Neither Party shall be liable for failures of or delays in performing its obligations under this Agreement, and neither Party shall be deemed in breach of its obligations

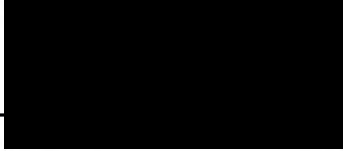
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under this Agreement, if such failure or delay is due to natural disasters or any causes beyond the reasonable control of the respective Party, including any civil commotion, strike or other industrial dispute (each a “**Force Majeure Event**”); provided, however, that if such Force Majeure Event continues for a period of thirty (30) days, the Party not affected by such Force Majeure Event shall be entitled to terminate this Agreement upon thirty (30) days’ prior written notice thereof to the other Party.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed this Agreement as of the Effective Date.

Nurix Therapeutics, Inc.

Mikrobiologický ústav AV ČR, v. v. i.

By: 
Name: Misty B. Premo
Title: Contracts Counsel
Date: June 30, 2022

By: 
Name: Jiri Hasek
Title: Director
Date: July 1, 2022

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SAMPLE STATEMENT OF WORK**STATEMENT OF WORK**

Nurix Contract No. _____

Nurix Therapeutics, Inc.		Mikrobiologicky ustav AV CR, v. v. i.,	
Contact		Contact	
Phone		Phone	
Email		Email	
Project Title		Reference No.	

THE SERVICES SET FORTH IN THIS STATEMENT OF WORK (“SOW”) dated as of _____ (the “**SOW Effective Date**”) shall be performed pursuant to the terms and conditions of that certain Master Services Agreement, dated as of _____, by and between **Nurix Therapeutics, Inc.** (“**Nurix**”) and **Mikrobiologicky ustav AVCR v.v.i** (“**Institute of Microbiology**”) (the “**Agreement**”).

- 1. Services and Deliverables.** Institute of Microbiology shall render the Services and Deliverables as described in the attached document hereto (statement of work, proposal, work order, quote or similar document) (“**Attachment A**”). This cover page and the attached document together shall comprise the Statement of Work as defined in the Agreement. All Services and Deliverables shall be provided in accordance with the timelines set forth in such Statement of Work.
- 2. Term.** Unless terminated earlier as provided in the Agreement, the term of this SOW shall begin on the Effective Date and continue until the earlier of the completion of the Services or one (1) year following the Effective Date.
- 3. Invoicing and Payments.** Institute of Microbiology shall invoice Nurix for payment according to the estimated costs and payment schedules set forth in Attachment A. Payment shall be made within thirty (30) days of Nurix’s receipt of a Valid Invoice sent by Institute of Microbiology. A “**Valid Invoice**” is an invoice that includes a purchase order (“**PO**”) number provided to Institute of Microbiology by Nurix. For clarity, payments made pursuant to invoices that do not include a PO number, may be subject to delay.

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Institute of Microbiology shall send invoices to Nurix at the following address:

Nurix Therapeutics, Inc.
1700 Owens Street, Suite 205
San Francisco, CA 94158
Attention: Accounts Payable
Email: accountspayable@nurixtx.com

4. General Terms.

A. Capitalization. Capitalized terms not otherwise defined herein shall have their respective meanings in the Agreement.

B. Conflicts. In the event of a conflict between the terms of this SOW and the Agreement, the Agreement shall control. In the event of a conflict between the terms set forth in this SOW and any attachment hereto, the terms of this SOW shall control.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed this SOW as of the SOW Effective Date.

Nurix Therapeutics, Inc.

Mikrobiologický ústav AV ČR, v. v. i.

By: _____
[SAMPLE ONLY – DO NOT SIGN]

By: _____
[SAMPLE ONLY – DO NOT SIGN]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____