Exscientia – OxTDI PHENOMICS and FUNCTIONAL GENOMICS DISCOVERY PLATEFORM (PDP)

COLLABORATION AGREEMENT

PARTIES:

(1) **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, whose administrative office is at University Offices, Wellington Square, Oxford, OX1 2JD ("OXFORD"); and

(2) **EXSCIENTIA AI LIMITED.,** a company incorporated in Scotland under company number SC428761 and having its registered office at Level 3, Dundee One River Court, 5 West Victoria Dock Road, Dundee DD1 3JT ("Exscientia")

BACKGROUND:

(A) Exscientia and the University of Oxford- Target Discovery Institute (UoO-TDI) will form a Public Private Partnership (Exscientia-OxTDI **P**henomics and Functional Genomics **D**iscovery **P**latform, **PDP**) to develop a portfolio of early-stage drug discovery programs using advanced phenotypic and functional genomic screening applications. The Platform will combine the world-class expertise of the UoO-TDI to utilize human-derived systems to build robust, disease-relevant, predictive screening assays with Exscientia's proven AI precision engineered medicines capability to identify, and rapidly advance, novel drug targets and hit molecules that meet therapeutic needs. The portfolio will be crowdsourced from the UoO, KOLs and Exscientia and be developed, produced and functionally validated within the UoO-TDI's advanced cell screening facility using a range of phenotypic and functional genomic outputs; either against Exscientia's 50K industry-grade small molecule library followed by further AI-driven design/test cycles or in arrayed or genome wide perturbations (CRISPR/Cas9 or similar) to identify novel targets for drug development.

(B) Exscientia and Oxford – TDI form a collaboration for the mutual benefit by way of a public-private partnership to advance phenomics and functional genomics discovery. Such collaboration is intended to address the sector's challenge of discovering clinically successful drugs that perturb complex human diseases by developing and validating clinically-relevant phenotypic and functional genomic assays for complex human diseases, using reference compounds and genomic perturbations (CRISPR/Cas9 or similar) and assays made available by the Participants and with the aim of subsequently making validated assays publicly available in some cases. This public-private Collaboration between the Participants shall be referred to as the PDP Collaboration ("PDP Collaboration").

(C) The PDP Collaboration aims to collaborate on data and knowledge between OXFORD and Exscientia to develop phenotypic assays, identify compounds useful in the validation of such assays and discover relevant biology that further validates such assays.

(D) The Participants now wish to define their rights and obligations with respect to the carrying out of the PDP Collaboration on the following terms and conditions.

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. Interpretation and Commencement Date

The following definitions and rules of interpretation apply in this Agreement. This Agreement shall be deemed to have taken effect as of the Commencement Date.

1.1. Definitions:

Academic Assay	Means a Phenotypic Screening Assay contributed as Background by OXFORD (and/or an Associate Participant) and used in a Collaboration Project or developed by OXFORD (and/or an Associate Participant) in performance of a Collaboration Project.
Affiliate(s)	Means any business entity which directly or indirectly controls, is controlled by, or is under the common control of Exscientia. For the purposes of this definition, a business entity shall be deemed to control another business entity if it owns, directly or indirectly, in excess of 50% of the voting interest in such business entity or the power to direct the management of such business entity.
Agreement	Means this collaboration agreement and the Schedules annexed hereto and forming part of this collaboration agreement.
Aims and Objectives	Means the specific aims and deliverables that the Participants wish for the PDP Collaboration to achieve as set out under Clause 2 and, in further detail, Schedule 1.
AI Platform	Means (a) the proprietary coding, software, mathematical or probabilistic models that predict the likelihood of compounds being active against a specified biological target or having a particular ADMET parameter, automated design algorithms, evolutionary design algorithms, active learning algorithms, an integrated structural database, and structure-based design programs, in each case which are controlled by Exscientia or any of its Affiliates and which comprise the Escientia's or any of its Affiliate's artificial intelligence-based drug discovery platform; (b) any enhancement, refinement, modification or improvement to any technology falling within the scope of (a); and (c) all data or information relating to (a) or (b)
Annotated Compound Library	Means a library of small compounds where the primary protein or gene product target(s) of the compound are known. There may also be additional selectivity/potency data attributed to the compound.
Associate Participants	Means academic organisations other than OXFORD that provide in-kind Contributions to the PDP collaboration but are not entitled to have representatives on the Board and who have acceded to the PDP Collaboration Agreement through execution of the Form of Accession for Associate Participants set out in Schedule 5.

Background	Means all Material, Know-How and Intellectual Property, including any information, materials, techniques, methods or software (regardless of the form of medium in which they are disclosed or stored) subsisting therein, which is: (i) owned or controlled by a Participant prior to the date such a Participant joined the PDP Collaboration; or (ii) is otherwise independently generated by a Participant outside of the PDP Collaboration without the benefit of any disclosure or provision under this Agreement; and which is used or otherwise made available by Participants for use in the PDP Collaboration.
Board	Means the executive group appointed by the Participants in accordance with Clause 9.1.
Business Day	Means a day other than a Saturday or Sunday on which banks are generally open for retail business in England and Scotland.
Commencement Date	Means the date of the last signature of this Agreement.
Confidential Information	Means, subject to Clause 14, Background, Collaboration Results, Collaborative Screen Results, Private Screen Results and any other information, including but not limited to data, techniques, protocols, assays, any business, financial, commercial or technical information as well as any apparatus, module, sample, material or prototype (or part thereof), disclosed by one Participant to another Participant in connection with the PDP Collaboration or this Agreement and which, except for Collaboration Results and Private Screen Results, has been marked "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within thirty (30) days from oral disclosure and also marked with "confidential", irrespective of the medium in which such information or data is contained.
Collaboration Compounds	Means the Compound Library that includes the Collaboration Compound Material and Collaboration Compound Information thereof provided by a Participant to OXFORD for use by the Participants in the PDP Collaboration in accordance with Clause 12.
Collaboration Compound Information	Means the non-confidential information provided with the Collaboration Compounds and that does not constitute Background. Collaboration Compound Structure is expressly excluded from the definition of Collaboration Compound Information.
Collaboration Compound Material	Means the physical samples of the Collaboration Compounds.
Collaboration Compound Structure	Means chemical structural information of a compound from Exscientia's Annotated and Diversity Compound Libraries.

Collaboration Project	Means an individual research project approved by the Scientific Committee to be conducted under the PDP Collaboration.
Collaboration Results	Means any and all Material, information, data, Collaboration Compound Foreground, results, methods, processes, Know-How, inventions, discoveries and modifications, including the Intellectual Property subsisting therein, which are generated in the performance of a Collaboration Project by OXFORD, and/or an Associate Participant, and/or Exscientia after the Commencement Date and during the Term or the Extended Term. Specifically excluded from Collaboration Results areany and all Private Screen Results.
Collaborative PDP Functional Genomics Screen	Means a functional genomics screen in a genome-wide or arrayed readout where genetic perturbations (CRISPR/Cas9 or other) using a Validated Academic Assay are undertaken by the PDP during the term of the agreement.
Collaborative PDP Small Compound Screen	Means a Phenotypic screen of the Annotated and/or Diversity Compound Library using a Validated Academic Assay undertaken by the PDP during the Term of the agreement.
Collaborative PDP Screen Results	Means any and all Material, information, data, results, methods, processes, Know-How, inventions, discoveries and modifications, including the Intellectual Property subsisting therein, which are generated in the performance of a Collaborative PDP Small Compound or Collaborative PDP Functional Genomics Screen by Exscientia, OXFORD and/or an Associate Participant after the Commencement Date and during the Term or the Extended Term.
Diversity Compound Library	Means a library of chemically diverse compounds with unknown preferential selectivity toward a single protein target or selectivity toward a small cluster of related protein targets as contributed by a Participant during the Term; but excluding an Annotated Compound Library.
Form of Accession for Associate Participants	Means the form of accession agreement that all academic organisations invited to become associate participants in the PDP Collaboration must sign before accession to the PDP Collaboration as an Associate Participant, as more particularly set out in Schedule 5.
Force Majeure	Means any circumstance not within a Participant's reasonable control including, but not limited to: (a) natural disaster; (b) fire; (c) terrorist attack; (d) war; (e) strikes; (f) accident; or (g) any other cause occurring without default and/or negligence of a Participant.

Hit Criteria	Means the criteria of screening results of an approved Collaboration Project or Validated Academic Assay that defines a threshold that, if met by a particular screened Annotated Compound Library compound or a particular screened Diversity Compound Library compound or Functional Genomics assay, demonstrates that it has significant modulatory activity against the specific phenotypic/Functional Genomic screen.
Financial Contribution	Means the financial contributions paid to OXFORD by Exscientia for their involvement in the PDP Collaboration, as further described under Clause 4.
In-kind Contributions	Means the non-financial contributions of any of the Participants provided for performance of the PDP Collaboration such as, but not limited to, provision of Collaboration Compounds by Participants and provision of Academic Assays by OXFORD.
Intellectual Property	Means intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above.
Key Personnel	With respect to Exscientia, [Project Manager, Lead Data Analyst, Lead Drug Designer, Compound Manager, Lead Biologist] and with respect to Oxford [Head of Scientific Operations, Project Manager Functional Genomic, Project Manage Compound Screening] together with any Project Leader appointed in accordance with Clause 10.6
Joint Collaboration Result	Means Collaboration Results generated and/or conceived by more than one Participant
Know-How	Means unpatented technical information that is not in the public domain including without limitation, information comprising or relating to inventions, discoveries, concepts, data, designs, formulae, ideas, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions and in whatever form or medium they are recorded, stored or captured whether written, electronic or otherwise.
Material	Means biological materials, non-biological materials, chemical entities, compounds (including the Collaboration Compounds), inventions, designs, samples, formulae, schematics, drawings, models, processes, software, instructions, specifications, graphic representations, reports, results, data and information (technical and commercial).

	Material expressly excludes Collaboration Compound Structure.
Milestone	Means a one-off payment made to Associate Participants, associated with running of a Collaborative PDP Screen or Private Screen, payable by Exscientia through the PDP.
Participant(s)	Means Exscientia, OXFORD and any Associate Participants.
Phenotype	Means the expression of a measurable characteristic in a cell or multiple cell-based system. In the case of a disease phenotype or mechanism this measurable characteristic should robustly contrast to a normal response.
Phenotypic Screening Assay	Means a biological assay established to detect a specific Phenotype in a robust, multiple repeatable assay system.
Private Screen	Means an assay screen using an Exscientia nominated assay or Validated Academic Assay undertaken by, or on behalf of, Exscientia during the Term and performed under a separate written agreement between the relevant Participants.
Private Screen Results	Means any and all Material, information, data, results, methods, processes, Know-How, inventions, discoveries and modifications, including the Intellectual Property subsisting therein, which are generated in the performance of a Private Screen by Exscientia, OXFORD and/or an Associate Participant after the Commencement Date and during the Term or the Extended Term.
Project Leader	Means the nominated leader and point of contact of a Project Team.
Project Team	Means the scientific representatives of the Participants identified under a Research Plan as being responsible for preparation and implementation of a Collaboration Project in accordance with Clause 11.
Publication Moratorium	Means a period of twelve (12) months from the date upon which an Academic Assay is taken on as a private project or collaboration by Exscientia, during which the Validated Academic Assay and all related Collaboration Results are not disclosed by way of a Publication.
Research Plan	Means the written programme of work and related information for a Collaboration Project prepared in accordance with the proforma under the Schedule 2.
Scientific Committee	Means the committee established by the Board as described in Clause 9.2.
Term	Means the term of the PDP Collaboration as defined in Clause 3.

Third Party	Means any third party higher education establishment, company or other entity or person, other than the Participants to this Agreement, including any third party engaged to work on a Collaboration Project in accordance with Clause 5.
Validated Academic Assay	Means an Academic Assay 1) used in a Collaboration Project, 2) confirmed as Validated Assay by the relevant Project Team and 3) approved by the Co-chairs of the Scientific Committee based on the Collaboration Results of that Collaboration Project in accordance with Clause 10.

1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

2. Aims and Objectives of the PDP Collaboration

2.1. Exscientia and OXFORD hereby acknowledge that the following represents a summary of the Aims and Objectives of the PDP Collaboration during the Term:

2.1.1. The prioritization, identification, development and validation of innovative biological phenotypic and functional genomic assays relevant to human disease to be identified and recruited from crowd-sourcing academic and Exscientia proposals;

2.1.2. The development of such innovative biological phenotypic and functional genomics assays to be driven by the needs of Exscientia, through the nomination of phenotypic or functional genomic assays of interest to them for consideration and prioritisation through the governance structures of the PDP Collaboration;

2.1.3. The application of a small (Annotated Drug Library) compound library for use in arrayed phenotypic drug development for “Proof-of-Principle” screening;

2.1.4. The application of a 50,000 small compound library (Diversity Drug Library) for use in arrayed phenotypic drug development. Compounds will be a commercial library of diverse chemical structures to identify hit to lead like chemical entities for further drug development;

2.1.5. The application of arrayed and pooled human genome-wide genetic perturbation (CRISPR/Cas9 libraries or similar) for functional genomics studies for novel drug target identification;

2.1.6. The production of validated phenotypic or functional genomic assays in the PDP Collaboration in Oxford's Target Discovery Institute – Cellular High Throughput Screening Facility;

2.1.7. Ultimately the development of a panel of validated phenotypic profiling and functional genomics assays for use by Exscientia and OXFORD;

2.1.8. To allow Exscientia to internalize and screen their proprietary compounds using Validated Academic Assays in-house for the conduct of Private Screens or having a Private Screen conducted;

2.1.9. To allow Exscientia to internalize or collaborate with Oxford or an Associate Participant the results of Validated Functional Genomics screens;

2.1.10. To allow the scientific expertise of OXFORD to combine with practical scientific experience of Exscientia for mutual benefit by way of training, collaboration and further use in research and development;

2.1.11. Synergistic cost and risk-sharing for Exscientia with OXFORD; and;

2.2. The potential for identification of molecular targets underlying the observed phenotypic responses (target deconvolution) to aid rational drug design and allow the development of target-specific assays, where such does not negatively impact any Collaboration Project with regard to funding and resources and where supported by the Board.

2.3. The Aims and Objectives as outlined in Schedule 1, may be amended during the Term by decision of the Board and only upon execution of a written amendment to Schedule 1 executed by Exscientia and OXFORD.

2.4. Exscientia and OXFORD intend that the PDP Collaboration shall have sufficient capacity to permit Exscientia to nominate to the Board up to three (3) Collaboration Projects of specific interest to them per year.

2.5. The Participants shall encourage and facilitate exchange of researchers as part of the PDP Collaboration for training and knowledge transfer purposes during the Term wherever appropriate to do so or where reasonably requested by any Participant during the Term. It is understood that an appropriate visiting scientist agreement would be executed between the relevant Participants to allow the scientists from a Participant to enter the laboratories at the facility of another Participant.

2.6. The PDP Collaboration shall not inhibit or otherwise interfere with the freedom to operate of any Participant, or any Third Party from within the academic community or with Third Party funders or collaborators. Except for the restrictions expressly set forth in this Agreement, nothing in this Agreement shall be construed to restrict the right of any Participant and its Affiliates, or any Participant and its Affiliate's rights to engage in any business or research activity, investment or other opportunity anywhere in the world. The Participants understand and agree that this Agreement confers no rights on any Participant except for the rights expressly stated in this Agreement. No other rights shall be implied by virtue of the Participants' course of conduct or otherwise. The Participants acknowledge and agree that any Participant and its Affiliates intend to become, have been, and will continue to be, actively involved in the research, development, acquisition, marketing, manufacturing, promotion and sale of chemical compounds, some of which may be related, similar or even identical to the Collaboration Compounds that a Participant disclosed under this Agreement. The Participants also acknowledge and agree that any Participant and its Affiliates have offered, have been offering and will offer the same or similar compounds as Collaboration Compounds from its chemical compound libraries to third parties.

2.7. Nothing in this Agreement shall imply any exclusivity in the fields of research covered by the PDP Collaboration and for the avoidance of doubt, nothing contained in this Agreement shall prohibit or restrict any Participant from:

2.7.1. undertaking research or commercial activities in such fields whether on its own account, or on its behalf or in collaboration with any Third Party; or

2.7.2. undertaking knowledge transfer activities in the field, whether on its own account, or on its behalf of or in collaboration with, any Third Party; or

2.7.3. promoting or teaching any educational courses or degrees in such fields.

3. Duration

3.1. This Agreement shall commence, or shall be deemed to have commenced, on Commencement Date, and shall continue in full force and effect for an initial term of three (3) years unless terminated earlier ("Term") when it shall terminate automatically without notice unless extended in accordance with Clause 3.2 below.

3.2. No later than six (6) months before the end of the Term (or any Extended Term agreed under this Clause 3), the Participants may agree in writing that the Term of this Agreement shall be extended for a further two (2) years ("Extended Term"). Unless it is further extended, or terminated earlier, this Agreement shall terminate automatically without notice at the end of an Extended Term.

3.3. The start date for research activities of the PDP Collaboration shall be 01/10/2021, unless otherwise agreed by the Participants.

3.4. The PDP Collaboration and the Collaboration Results shall be reviewed in good faith by the Participants on the first (1st) anniversary of this Agreement and thereafter on each subsequent one (1) year anniversary during the term.

3.5. Based upon such review pursuant to Clause 3.4, Exscientia may exercise the rights of termination as granted under Clause 6.3.

4. Financial Contributions and Budget

4.1. Exscientia shall be required to pay to OXFORD the PDP Collaboration Fee in accordance with Schedule 6, payable quarterly in advance of each quarter during the Term. OXFORD shall be entitled to invoice Exscientia for the first quarterly payment upon execution of this Agreement. The payment will be due within sixty (60) days of the receipt of an invoice by Exscientia.

4.2. The Financial Contribution is intended to cover OXFORD's costs of:

4.2.1. carrying out the Aims and Objectives;
4.2.2. performance of Collaboration Projects; and
4.2.3. making appropriate operational staff available for performance of the PDP Collaboration during the Term,

and will be administered by OXFORD in accordance with the governance provisions as set out below.

4.3. The Financial Contribution shall not be employed by the PDP Collaboration for the performance of any Private Screens.

4.4. OXFORD shall maintain full and accurate financial records relating to expenditure under the PDP Collaboration and shall provide copies of all such records bi-annually to the Board during the Term.

4.5. If any amount due under this Agreement by Exscientia is not paid in accordance with Clause 4.1, Exscientia shall be liable to pay interest on the amount outstanding as at the due date of payment until payment is made in full at the rate of four (4) per centum per annum above the base lending rate of the Royal Bank of Scotland plc from time to time. Such interest shall accrue on a daily basis and be compounded quarterly. OXFORD shall be entitled to advise the Board of any such default in payment by Exscientia after the due date for payment has passed.

5. Third Party funding

In the event that any of the Participants, either individually or jointly, obtain funding from a Third Party for research to be carried out as part of the PDP Collaboration, the Participants who obtain such funding shall ensure that the terms and conditions imposed by the Third Party are compatible with the objectives of the PDP Collaboration. Such Participants shall also promptly notify the Board of any such Third Party funding being awarded.

6. Termination

6.1 Either Party may terminate this Agreement by giving notice to the other Party with effect 3 months from the date of said notice, if the other Party:

6.1.1. is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy; or

6.1.2. becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors.

6.2. Each of the Parties will notify the other promptly if at any time any of the Key Personnel appointed by that Party is unable or unwilling to continue to be involved in the collaboration set out in this Agreement. Within 3 months after the date of that notice, the Party who originally appointed that member of the Key Personnel will nominate a successor. The other Party will not unreasonably refuse to accept the nominated successor, but if the successor is not acceptable to the other Party on reasonable grounds, or if the appointer cannot find a successor, either Party may terminate this Agreement by giving the other not less than 3 months' notice.

6.3. Exscientia may terminate this Agreement unilaterally with respect to any or each Research Plan prior to the initiation of any Stage set out in the Relevant Research Plan and additionally the Board may unanimously agree to terminate a Research Plan where there is a distinct and severable programme of work capable of being terminated, at any time, provided Exscientia complies with Clauses 6.4, 6.6, 6.7 and 6.8 by giving written notice to Oxford.

6.4. In the event of early termination of this Agreement by Exscientia under Clause 6.3, if Exscientia continues to use the Results outside of the Agreement, upon achievement of any payment received by Exscientia or an Exscientia Affiliate from a third party as set forth in the “Project Completion and Financial share for licensed product” section of Schedule 1 of this Agreement, Exscientia will promptly notify Oxford of such achievement and Exscientia

shall pay Oxford the corresponding payment within thirty (30) days after issuance by Oxford of an invoice for such payment.

6.5. Clauses 1, 4, , 6.4, 6.5, 6.6, 6.7, 6.8 , 6.9,11, 14, 16.4, 17 (subject to Clause 6.5),18, 19, 20, 26, 27,28, 34 and 35will survive the completion of the Project or the termination of this Agreement for any reason and will continue in full force and effect indefinitely or, in the case of Clause 6, in accordance with Clause 6.1.

6.6. On the termination of this Agreement under Clause 6.1, 6.2 or 6.3 or on expiration under Clause 22 and all the rights and licences granted by one Party to the other Party under or pursuant to this Agreement will automatically terminate, except:

6.6.1. any rights to use any Results or Background for Academic and Research Purposes; and

6.6.2. any right to Publish in accordance with Clause 19;

6.7. On the termination of this Agreement, Exscientia will pay Oxford for all work done before termination. If termination occurs other than as a result of the action or inaction of Oxford or its staff, then Exscientia will reimburse Oxford for all costs and expenses which Oxford has reasonably incurred or agreed to incur and which Oxford is unable to cancel for three (3) months from the date of written termination.

6.8. Following the termination of this Agreement by Oxford under Clause 6.1 or 6.2, or by Exscientia under Clause 6.3, if the Financial Contribution is intended to cover the costs of employing any Oxford staff involved in the PDP Collaboration

6.8.1. Exscientia will continue to reimburse the actual direct employment costs of staff who were recruited as new hires by Oxford to work on the PDP Collaboration before the service of the notice, provided that Oxford takes all reasonable steps to minimise those costs.

6.8.2. Exscientia's obligation under Clause 6.8.1 shall continue for the full length of the employment contract offered to any Oxford post holder employed by the PDP Collaboration but will not exceed thirty six (36) months' salary (excluding any and all additional overheads) for the affected staff. Those direct employment costs will include a proportion of any redundancy costs which have been incurred by Oxford as a direct result of the termination of this Agreement, that proportion to be calculated as such percentage of his total period of employment by Oxford as was devoted to the PDP Collaboration

6.9. If Exscientia has paid any of the Financial Contribution in advance and the whole of that contribution has not, by the end of the Term or the termination of this Agreement, been used by Oxford for the purposes for which that Financial Contribution was provided, Oxford will return to Exscientia the unused portion of that contribution.

7. Associate Participants

7.1. It is the intention that new academic organisations with assays or compound libraries of interest to the PDP Collaboration will be encouraged to join the PDP Collaboration. Any such potential new academic organisation shall be required to provide information, under appropriate terms of confidentiality, on the assays or compound library to the Scientific Committee for review. The Scientific Committee will determine if such assays or compound libraries are of sufficient scientific merit and inform the Co-Chairs, who will in-turn inform the Board of their respective decisions. The Board must unanimously approve the accession of any new academic organisation as an Associate Participant. Such new academic organisation shall, as a condition of accession to this Agreement, be required to execute the Form of Accession for Associate Participants that is attached as Schedule 5, which shall have this Agreement as an attachment to the Form of Accession. Such accession will include

any additional terms required for the Associate Participant as agreed by the Board on a case-by-case basis.

7.2. Upon signature of Form of Accession for Associate Participants:

7.2.1. Such Associate Participant shall be deemed to be a "Associate Participant" to this Agreement and included as an "Associate Participant" as from the date of its accession or as otherwise agreed by the Board and provided for under the Form of Accession for Associate Participants;

7.2.2. all Collaboration Results created by the existing Participants prior to the date of accession shall be deemed Collaboration Results belonging to those Participants in relation to the Associate Participant's rights of access to Collaboration Results under this Agreement. The Associate Participant shall only be entitled to access to those Collaboration Results that relate to their own assay or compound library that they introduce to the collaboration

7.2.3. the Associate Participant **shall not** be entitled to have representation on the Board.

8. Duties of the Participants

8.1. Each Participant shall use its reasonable endeavours to:-

8.1.1. carry out its respective activities under the PDP Collaboration as amended and agreed between the Participants from time to time;

8.1.2. fulfil its duties, responsibilities and obligations under this Agreement;

8.1.3. act in a timely manner and in accordance with the reasonable instructions of the Board with respect to the fulfilment of its duties under this Agreement;

8.1.4. subject always to compliance with the provisions of Clause 14 (Confidentiality) and any relevant binding obligation of confidence that it may owe to a Third Party, supply all such data, information and assistance as may be required from time to time by the Board including information on publications, research collaborations etc., in each case to the extent that they relate to the activities of the PDP Collaboration;

8.1.5. procure the provision of its staff to participate in the activities of a Collaboration Project in accordance with the approved Research Plan and procure that such staff fulfil their duties and responsibilities as set out in this Agreement;

8.1.6. when seeking to engage a Third Party in a Collaboration Project the relevant Participants shall ensure in all cases that any collaborations or sub-contracts, except in the case of Private Screens, are approved by the other Participants involved in that Collaboration Project, such consent not to be unreasonably withheld. The relevant Participants shall also ensure in all cases that any such collaborations or sub-contracts (excepting those conducted under any Private Screen) shall include the following terms:

8.1.6.1. that the Third Party shall not obtain any right or licence to use any Collaboration Results emerging from such work (save where such Third Party is an academic organisation engaged in academic collaboration with the relevant Participant, as identified beforehand in the relevant Research Plan for the Collaboration Project, and who will be expected to obtain a non-exclusive, non-sub-licensable internal research use licence to use Collaboration Results (as is conventional for academic collaborations));

8.1.6.2. that the Third Party shall be under obligations of confidence consistent with those set out under this Agreement; and

8.1.6.3. that the Third Party shall keep detailed records including scientific notebooks of all of its activities and, upon request, and subject to a reasonable period of notice, shall make available copies to the other Participant or Participants involved in the Collaboration Project.

8.1.7. encourage its staff who are engaged on Collaboration Projects to provide and receive training and engage in site visits to other Participants where appropriate, for the purposes of collaborative engagement in the PDP Collaboration;

8.2. Each Participant agrees and undertakes to fulfil its duties and obligations with reasonable skill and care and in a timely manner.

8.3. Each Participant agrees and undertakes to provide its In-Kind Contributions during the Term in a timely manner.

8.4. Each Participant will promptly notify the Board in writing of any complaints received by it, or disputes arising, in relation to or in connection with the operation or activities of the PDP Collaboration and shall take appropriate action in relation to such dispute or complaint at its own discretion, following prompt discussion with the Board.

8.5. Each Participant warrants that it has or that it shall have in place contracts with its directors, officers and employees such that those contracts ensure that any Intellectual Property in Collaboration Results vests in the appropriate Participants in accordance with the terms of this Agreement.

8.6. Each Participant shall cause to be kept full, detailed and accurate records of all of its activities and Collaboration Results obtained in connection with a Collaboration Project. In this respect, each Participant shall and shall procure that its directors, officers and employees shall at all times ensure that a Collaboration Project, in which it is involved, is performed in accordance with the following data management practices and the requirements of Schedule 3 ("Good Data Integrity Practices"):

8.6.1. data is generated using sound scientific techniques and processes;

8.6.2. data is accurately recorded in accordance with good scientific practices by persons conducting the Collaboration Project hereunder;

8.6.3. data is analysed appropriately without bias in accordance with good scientific practices;

8.6.4. data and Collaboration Results are stored securely and can be easily retrieved, and

8.6.5. data trails exist to easily demonstrate and/or reconstruct key decisions made during the conduct of the Collaboration Project, presentations made about the Collaboration Project, and conclusions reached with respect to the Collaboration Project.

At any time during the Term, if a Participant requires changes to the specific requirements set forth in Schedule 3, where such Participant reasonably believes such changes are required to ensure that a Collaboration Project is undertaken in compliance with Good Data Integrity Practices, an amendment to Schedule 3 shall be executed.

8.7. Each Participant shall be responsible for the management, monitoring and control of all research work undertaken by it in respect of a Collaboration Project or in relation to a Collaborative PDP Genomics Screen or a Collaborative PDP Small Compound Screen. This

shall include, as appropriate, the requirements of all applicable laws and regulatory authorities, including those governing the use of radioactive isotopes, diagnostic tools, animals, pathogenic organisms, genetically modified organisms, toxic and hazardous substances, research on human subjects and human embryos, and shall also include appropriate ethical approvals and consents, including such approvals and consents for obtaining human tissues and other relevant human samples, as further provided for under this Agreement.

9. Operation and governance of the PDP Collaboration

The PDP Collaboration shall be governed by the following Collaboration bodies:

9.1. **Board of Directors ("the Board")**

9.1.1. The Board shall represent the Participants and will be comprised of three (3) representatives from Exscientia and two representatives from OXFORD (each such representative is a "Board Member"). One of Exscientia's representatives shall be the Chair and shall have a casting vote.

9.1.2. The Board shall have full oversight of the portfolio and activity reports for Collaboration Projects.

9.1.3. The Board shall be responsible for:

9.1.3.1. the strategy to achieve the purpose of the PDP Collaboration;

9.1.3.2. monitoring progress of the PDP Collaboration;

9.1.3.3. keeping the Participants regularly and promptly appraised on the development and activities of the PDP Collaboration;

9.1.3.4. appointing the Scientific Committee

9.1.3.5. appointing Co-Chairs of the Scientific Committee annually;

9.1.3.6. developing annual opportunities (calls) for Collaboration Projects against which the Financial Contribution can be allocated by the incumbent Scientific Committee (and ensuring that three (3) such 'calls' for Collaboration Projects during the Term address issues of specific interest to Exscientia);

9.1.3.7. considering proposals as deemed acceptable to the Scientific Committee on new academic organisations proposed as Associate Participants in the PDP Collaboration;

9.1.3.8. deciding on all significant matters affecting the PDP Collaboration;

9.1.3.9. considering and recommending courses of action only in relation to any disputes referred to them by disputing Participants (Participants shall not be required to refer disputes to the Board, but may seek advice if they wish), however any dispute not resolved to the satisfaction of the disputing Participants may be elevated to the dispute resolution procedures as outlined in Clause 26;

9.1.3.10. deciding upon disputes referred to them by the Scientific Committee where the Co-Chairs are unable to reach consensus on a) whether an

Academic Assay should be deemed a Validated Academic Assay, b) whether an already published Validated Academic Assay is of sufficient merit to be considered eligible for the Milestone (pending compliance with the Publication Moratorium) or c) whether a Publication has occurred within the time period of a Publication Moratorium;

9.1.3.11. proposing and inviting external advisors where appropriate for specific agenda items to Board meetings during the Term; and

9.1.3.12. determining when a Collaboration Project/Screen has met the criteria making it eligible for the payment of a Milestone set forth in Clause 18 with advice from the Scientific Committee and becomes a Validated Academic Assay

9.1.3.13. setting the date "date-stamp" for the acceptance of the Validated Academic Assay as set forth in Clause 9.1.4.12

9.1.3.14. Releasing, upon the recommendation of the Scientific Committee, positive hits from the completion of a Collaborative Screen or Validated Academic Assay

9.1.4. Exscientia and OXFORD will notify the Chair in writing of its nominated Board Member and any changes thereto.

9.1.5. With regard to the proceedings of the Board:

9.1.5.1. the Board shall meet quarterly during the Term and the Chair shall endeavour to schedule each meeting of the Board at least 2 months in advance of the proposed date of that meeting. Wherever possible, Board meetings will coincide with the in-person quarterly meetings of the Scientific Committee;

9.1.5.2. Whenever possible, Board Members shall participate in person at Board meetings, but may participate virtually with prior notification to the Chair;

9.1.5.3. if Exscientia or OXFORD commits any material breach of this Agreement, the right of its representatives to vote at meetings of the Board shall be suspended, pending resolution of that breach unless the issue being voting on directly impacts such Participant. In that situation, the relevant Participant will be afforded the time to cure such breach pursuant to Clause 21.7 before the vote is held;

9.1.5.4. the Board shall be deemed quorate when one hundred percent (100%) of the Board Members from each of Exscientia and OXFORD (or their proxies) are present;

9.1.5.5. each Board Member shall be entitled to appoint a suitably qualified proxy to attend in his or her place and such proxy shall have the same voting rights as the Board Member he or she represents;

9.1.5.6. an agenda and relevant papers shall be circulated to the Board Members no later than 4 Business Days in advance of each meeting of the Board by the Chair, such agenda shall clearly identify items where a unanimous vote will be required for a decision to be made by the Board in accordance with Clause 9.1.6.9 below;

9.1.5.7. each Board Member shall, following receipt of the agenda, notify the Chair of any agenda items that it reasonably believes may affect its strategic operation, freedom to operate, and/or conflict with a its ethical or governing principles in advance of the scheduled Board meeting;

9.1.5.8. any matter that is not on the agenda referred to in Clause 9.1.6.6 or in respect of which the relevant papers have not been made available in a timely manner may, by unanimous decision of the Board Members present only, be discussed at a Board meeting;

9.1.5.9. decisions will be taken by a simple majority vote at a Board meeting and in the event of a tie, the Chair shall have a casting vote, **save that** where a proposed decision may reasonably be held to potentially affect the strategic operation, or freedom to operate, of either Exscientia or OXFORD and/or conflict with any of Exscientia's or OXFORD's ethical or governing principles, such decision shall require unanimous vote of the Board;

9.1.5.10. the minutes shall be considered as accepted by Exscientia and OXFORD if, within thirty (30) days from receipt, no written objection has been provided by them to the Chair; and

9.1.5.11. Board Members unable to physically attend a Board meeting will be considered present and be counted towards establishing a quorum in respect of such meeting, if they can participate virtually and all Board Members can hear each other throughout any such meeting.

9.1.6. The Chair will:

9.1.6.1. be responsible for preparing and issuing the written notice and agenda for Board meetings;

9.1.6.2. sit as Chair in Board meetings;

9.1.6.3. arrange for minutes of meetings of the Board to be drafted and transmitted to Exscientia and OXFORD without delay and in any event within fifteen (15) days of a meeting;

9.1.6.4. be responsible for financial administration of the PDP Collaboration with guidance from OXFORD;

9.1.6.5. be responsible for disseminating decisions taken by the Board to the Scientific Committee, the Participants and any other relevant persons, and vice versa;

9.1.6.6. monitor the progress of the PDP Collaboration with respect to the Aims and Objectives;

9.1.6.7. manage the preparation of progress reports on the PDP Collaboration as may be required by the Participants and any other relevant persons during the Term; and

9.1.6.8. act as a first point of contact between the Board and the Scientific Committee.

9.2. **Scientific Committee**

9.2.1. The Scientific Committee shall be appointed by the Board and led by two chairpersons (each a "Co-Chair") as selected by the Board annually during the Term. There shall be one (1) Co-Chair from Exscientia and one (1) Co-Chair from OXFORD.

9.2.2. The Scientific Committee be composed of five (5) additional members. Three (3) members appointed by Exscientia and Two (2) members appointed by Oxford.

9.2.3. Only the Co-Chairs shall be entitled to vote on decisions of the Scientific Committee and each Co-Chair shall have one (1) vote. Decisions will require unanimous vote of the Co-Chairs and where consensus cannot be reached such decisions shall be referred to the Board for a decision.

9.2.4. Upon appointment, the Co-Chairs shall receive from the Board the allocation of resources for Collaboration Projects and details of the type of Collaboration Projects that may be requested in a 'call' and/or approved by them during their appointment.

9.2.5. The Scientific Committee shall meet monthly during the Term. The Scientific Committee will strive to hold at least two (2) of those meetings in person per annum and coincide with meetings of the Board wherever possible.

9.2.6. The Co-Chairs shall be responsible for:

9.2.6.1. convening Scientific Committee meetings (and providing related agenda and relevant papers)

9.2.6.2. receiving Research Plans, as described in Clause 10.5, submitted from the Scientific Committee for consideration as Collaboration Projects

9.2.6.3. inviting relevant observers for review of submitted Research Plans

9.2.6.4. taking minutes of meetings

9.2.6.5. voting on Research Plans following receipt of merit scores from the Scientific Committee

9.2.6.6. voting on whether or not an Academic Assay is a Validated Academic Assay following discussion of the Scientific Committee

9.2.6.7. voting on whether a Validated Academic Assay, the Academic Assay upon which it is based having been at least partially previously published prior to commencement of a Collaboration Project (as identified on the relevant Research Plan for the Collaboration Project) is of sufficient merit to be eligible for Milestone, pending compliance of OXFORD or the Associate Participant as the case may be with the Publication Moratorium, where the Participants discussing a Collaborative Screen cannot agree on its eligibility for a Milestone

9.2.6.8. liaising with the Board on decisions taken by them

9.2.6.9. communicating approval, rejection or resubmission requests of Research Plans and Publications to the relevant Participants

9.2.6.10. notifying the Board of their decisions

9.2.6.11. referring to the Board any decisions where they cannot reach consensus

9.2.7. The Scientific Committee shall be responsible for:

9.2.7.1. reviewing Research Plans and Publications provided to them for review

9.2.7.2. setting the success criteria for each Research Plan

9.2.7.3. recommending to the Co-Chairs that, based on the Collaboration Results/Screen, an Academic Assay be confirmed as a Validated Academic Assay

9.2.7.4. recommending to the Co-Chairs whether or not a Validated Academic Assay, the subject matter of which has been at least partially previously published, should be eligible for Milestone, pending compliance of the OXFORD with the Publication Moratorium.

9.2.7.5. recommending to the Co-Chairs the list of positive/negative hits generated by the Validated Academic Assay or the Collaboration Results/Screen comprising

9.2.7.5.1 All Annotated Compound Library results

9.2.7.5.2 Positive/Negative Hits will be defined as Active, Near Neighbours and non-active compounds to a maximum of 1% of the Diversity Compound Library.

9.2.7.5.3 All genetic perturbation (CRISPR/Cas9) genome-wide or arrayed screen results

9.2.7.6. recommending external advisers to the Co-Chairs where appropriate

9.2.7.7. during meetings, discussing the merits of Research Plans and Publications submitted to them

9.2.7.8. providing a merit score for each Research Plan and Publication to the Co-Chairs

9.2.7.9. providing further advice as may be requested of them by the Co-Chairs

9.2.7.10. recommending to the Co-Chairs which commercially available compounds are to be acquired for the PDP Collaboration, where appropriate

9.2.8. From time to time, the Scientific Committee shall be entitled to invite external scientific advisors to its meetings in order to provide advice on relevant matters. In advance of any such meeting, an external advisor shall execute a confidentiality agreement with the Participants on terms similar to those of the PDP Collaboration Agreement.

10. Collaboration Projects

10.1. The PDP Collaboration shall conduct Collaboration Projects of mutual benefit as determined annually by the Board and implemented by the Scientific Committee.

10.2. Collaboration Projects shall involve training and knowledge exchange for mutual benefit wherever possible amongst the Participants.

10.3. Collaboration Projects may only commence following receipt of approval of the Research Plan for a Collaboration Project by the Co-Chairs of the Scientific Committee.

10.4. Academic Assays employed in Collaboration Projects may not be published during the performance of the Collaboration Project/Screen or during the Term without prior written consent of the Co-Chairs in accordance with the mechanism for approval of publications under Clause 19 below.

10.5. **Research Plans:** Collaboration Projects/Screens shall be conducted pursuant to a written research plan (the "Research Plan"). The Participants wishing to conduct a Collaboration Project shall prepare a Research Plan using the proforma provided under the Schedule 2. The Research Plan shall identify, amongst other things:

10.5.1. The Project Team and its leader

10.5.2. The 'call' that it addresses as provided by the Scientific Committee

10.5.3. Estimate of costs

10.5.4. Scientific justification and citations

10.5.5. Proper description of any Academic Assay involved, including confirmation from the provider whether it has been published or is otherwise already in the public domain and all such citations to be provided.

10.5.6. Timeline

10.5.7. Anticipated deliverables

10.5.8. Training and knowledge transfer opportunities

10.6. **Project Team and Project Leader**: Each Collaboration Project/Screen shall require a Project Team and identify a leader of that Project Team ("Project Leader").

10.6.1. The Project Team shall be comprised of representatives of Exscientia and OXFORD appropriate to the research activities of the Collaboration Project/Screen proposed.

10.6.2. The Project Leader shall be responsible for preparation and submission of the Research Plan to the Scientific Committee, responding to the comments of the Scientific Committee with respect to their Research Plan and coordinating activities of the Project Team in all aspects of a Collaboration Project/Screen.

10.6.3. The Project Leader shall be responsible for updating the Scientific Committee and the Board of progress of their Collaboration Project/Screen during its conduct.

10.7. **Submission and Review of Research Plans:** The Project Leader shall submit the draft Research Plan to the Co-Chairs of the Scientific Committee in accordance with their instructions for submission outlined in Clauses 10.8 -10.12.

10.8. The Co-Chairs will advise the Project Leader of the next Scientific Committee meeting where the submitted Research Plan will be considered.

10.9. The Project Team may be entitled to attend the Scientific Committee meeting where their Research Plan is being considered upon invitation of the Co-Chairs. At the discretion of the Scientific Committee, the submitted Research Plan may also be reviewed by external advisers, who are under a Confidentiality Agreement.

10.10. The Project Leader shall be notified of approval, rejection or a request for re-submission of their Research Plan by the Co-Chairs. A rejection will include information on why the Research Plan was rejected. If a request for re-submission is made, it will include what additional information is required.

10.11. The Project Leader may only resubmit a Research Plan that was rejected by the Co-Chair if requested to do so by the Co-Chairs or if the science has significantly advanced to overcome the reasons for rejection.

10.12. The Project Leader shall commence the Collaboration Project/Screen upon receipt of approval from the Co-Chairs of the relevant Research Plan.

11. Private Screens

11.1. Exscientia shall have the right to conduct, or have conducted, Private Screens anytime during or after the Term at their own expense.

11.2. If Exscientia wishes to have OXFORD conduct a Private Screen on its behalf, it will do so with OXFORD under separate terms and conditions appropriate for the provision of such research services, including terms of confidentiality and a schedule of work with related costs. Payment for such Private Screen activities shall be solely based on cost compensation to OXFORD for the research services performed by them. No further financial obligations shall be due by Exscientia related to the conduct of a Private Screen apart from payment of the Milestone, if any, pursuant to Clause 18, unless agreed in writing by the relevant Participants.

11.3. The Private Screen Results, as well as the Materials and instructions provided in relation to them, shall be Confidential Information of Exscientia and will not be shared with the PDP Collaboration without prior written consent of the Exscientia having such Private Screen conducted.

12. Collaboration Compounds

12.1. Exscientia shall, and OXFORD and/or Associate Participant(s) may, at any time during the Term, contribute an Annotated Compound Library and/or a Diversity Compound Library and/or additional screening molecules and once submitted to OXFORD under Clause 12.5 these will constitute Collaboration Compounds.

12.2. Each Participant shall only contribute Collaboration Compounds that it reasonably knows it has the right to provide for use by any Participant in Collaboration Projects without restriction or without further consent needing to be sought from the providing Participant or any Third Party. For clarity, the contribution of compounds does not imply exclusivity pursuant to Clause 2.6.

12.3. Each contributing Participant shall ensure that all compounds contributed to the PDP Collaboration have passed standard internal quality control checks prior to submission to OXFORD. However, irrespective of this Clause 12.3, all Participants acknowledge and agree that all compounds to which they gain access as a result of the PDP Collaboration are

provided as is, and that the contributing Participant does not make any representations or warranties regarding any contributed compound.

12.4. Prior to submission of Collaboration Compounds, the Participants shall agree on selection criteria for compounds to be included following review by the Scientific Committee to ensure sufficient diversity/annotation and prevent duplication in the library of Collaboration Compounds. The exact number of compounds and the quantity to be contributed by each Participant shall be agreed in writing between the Participants.

12.5. OXFORD will act as the curator of the Collaboration Compound Material and Collaboration Compound Information. OXFORD will also act as the curator of the Collaboration Compound Structure associated with Collaboration Compounds contributed by all Participants, except Exscientia. Following the Commencement Date each Participant shall be required to provide compounds in quantities and form as agreed with OXFORD along with any relevant information. During the Term and subject to the availability of stock, a Participant shall be required to replenish compounds provided to OXFORD for use as Collaboration Compounds. The PDP Collaboration may acquire commercially available compounds, subject to prior approval by the Scientific Committee, where appropriate for conduct of a Collaboration Project.

12.6. A Participant shall not be allowed to withdraw any compound contributed as a Collaboration Compound, with the exception that a contributing Participant shall notify the Scientific Committee, and OXFORD, (i) where it reasonably believes that a compound contributed by that Participant may present a risk of infringing the Intellectual Property rights of a Third Party or (ii) where there is a contractual problem which arises, or that the contributing Participant becomes aware of, after submission of the compound and which prevents sharing of such a compound with the PDP Collaboration. A Participant shall only be required to provide the identifier for the affected Collaboration Compound(s) under any such notification. Nothing under this Agreement shall be construed to require any Participant to carry out any freedom-to-use investigations on Collaboration Compounds that they have contributed to the PDP Collaboration.

12.7. Subject to Clause 12.9, OXFORD shall be entitled to make Collaboration Compounds available to Project Teams for approved Collaboration Projects during the Term and make available to Project Teams the details of any Collaboration Compound Information, where required for the preparation of a Research Plan during the Term.

12.8. Where OXFORD has received notification from a Participant regarding the potential infringement risk or contractual problem, in relation to a compound contributed by them, OXFORD shall promptly electronically block the identified Collaboration Compound from further use by the PDP Collaboration but shall not be required to remove it from the physical plate or return any sample to the Participant who contributed the relevant compound. OXFORD shall ensure that such blocked Collaboration Compound is marked in an appropriate manner in the Collaboration Compound database and any Collaboration Results of such blocked Collaboration Compound are rendered inaccessible and the structure shall no longer be disclosed to the PDP Collaboration.

12.9. Notwithstanding anything to the contrary in this Agreement, this Clause 12.9 will apply to the Annotated Compound Library and Diversity Compound Library contributed by Exscientia (“Exscientia Annotated and Diversity Compound Library”),:

12.9.1. All compounds from the Exscientia Annotated and Diversity Compound Library will be made available to Project Teams for approved Collaboration Projects including Collaboration Compound Structure.

12.9.2. Promptly after completion or termination of the screening activities using compounds from Exscientia Annotated and Diversity Compound Library, the Project Team shall

provide (either directly, or indirectly through OXFORD) Exscientia with an initial screening report in writing, listing the unique identifier of each compound and the raw biological activity data obtained in each screening assay. The data in such an initial screening report shall be deemed Joint Collaboration Results between Exscientia and the Participants of the Project Team, and as such Exscientia and the Participants of the Project Team will have an equal and undivided interest in that data.

12.9.3. In the event that the Project Team conducts follow-up screening activities using any compounds from Exscientia Annotated Compound Library or the Exscientia Diversity Compound Library, upon completion thereof, the Project Team shall provide Exscientia with a final screening report in writing listing the unique identifier of each compound and all raw data obtained in the follow-up screening activities. The data in such a final screening report shall be deemed Joint Collaboration Results between Exscientia and the Participants of the Project Team, and as such Exscientia and the Participants of the Project Team will have an equal and undivided interest in that data.

12.9.5. The chemical structures of all of the Annotated Compound Library that meet the Hit Criteria as defined by the Scientific Committee will be disclosed to Oxford or the Associate Participants on the completion of a Collaborative PDP Small Compound Screen.

12.9.6. The gene ID of all the Collaborative PDP Functional Genomics Library that meet the Hit Criteria as defined by the Scientific Committee will be disclosed to Oxford or the Associate Participants on the completion of a Collaborative PDP Functional Genomics Screen.

13. Material Transfer

13.1. In the event that a Participant (the "Transferor") agrees to transfer any Collaboration Compound Material or other Material to any other Participant, as the case may be (the "Transferee"), such transfer shall take place in accordance with the following provisions:

13.1.1. Such transfer shall be recorded using the material transfer record form set out in Schedule 4, which the Transferor shall complete and submit to the Transferee for counter-signature prior to the transfer of the Material. The Participants agree that an authorised signatory of a Participant, together with any further individual notified by a Participant (as the case may be) to the other shall be authorised to execute such form on behalf of the respective Participants;

13.1.2. The Transferee shall not analyse or attempt to determine the structure of any of the Material other than as expressly agreed is necessary to perform a Collaboration Project or is expressly permitted by the Transferor;

13.1.3. The Transferee shall only use the Material for the purposes for which it is transferred (which shall be for a Collaboration Project, general distribution under the Aims and Objectives, or a Collaborative Screen) by the Transferor;

13.1.4. The Transferee shall not use the Material in any human subjects and, save as expressly permitted by the Provider for the conduct of a Collaboration Project and/or Collaborative Screen, use the Material in animals;

13.1.5. The Transferee shall not provide any of the Material to any Third Party without the prior written consent of the Transferor, unless such Third Party has already been approved pursuant to Clause 8.1.6.;

13.1.6. The Transferee acknowledges that the Material is experimental in nature and provided "as is" and that the Transferor makes no representation or extends no warranty of any kind with respect to the Material and hereby disclaims all warranties, either

express or implied, including, but not limited to, any warranty of merchantability, fitness for a particular purpose or that their use does not or will not infringe any patent rights of third parties;

13.1.7. The Transferee shall use the Material at its own risk and in accordance with applicable laws and regulations and any safety instructions provided by the Transferor; and

13.1.8. The Transferee shall at the election of the Transferor following completion of the purpose for which the Material was transferred destroy or return the Material, except Collaboration Compound Material which shall not be returned.

13.2. Upon the disclosure of any Material, but not including Collaboration Compound Material, to be used by a Participant, such Participant shall endeavour to obtain all the necessary authorisations, licences and approvals (including ethics committee approval for animal study where necessary) to obtain, collect, store, transfer, use, import, export and dispose of Materials for the performance of a Collaboration Project and/or Collaborative Screen.

14. Confidentiality

14.1. Subject to Clause 19 (Publications) of this Agreement, all Confidential Information is confidential to the Participants. The Participants undertake to hold such Confidential Information in confidence and not to publish or disclose them in any way other than to employees, officers, representatives and advisers who need to know them for performance of the Collaboration Projects and other PDP Collaboration activities under this Agreement and who shall likewise be engaged on terms of confidentiality at least equivalent to those provided for under this Agreement.

14.2. The undertaking in Clause 14.1 above shall not apply to Confidential Information:

14.2.1. which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;

14.2.2. which, after disclosure to the Participants, is subsequently published or comes into the public domain by means other than an unauthorised action or omission on the part of any Participant;

14.2.3. which a Participant can demonstrate was known to it or subsequently independently developed by it and not acquired as a result of participation in the PDP Collaboration;

14.2.4. lawfully acquired from a Third Party who was not, to a Participant's knowledge, under any obligation of confidentiality.

14.3. A Participant may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, by Freedom of Information Act 2000 and Freedom of Information (Scotland) Act 2002 legislation, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the providing Participant prompt notice of such disclosure and, where notice of disclosure is not prohibited and is given in accordance with this Clause 14, it takes into account the reasonable requests of the providing Participant in relation to the content of such disclosure. The providing Participant will respond within five (5) Business Days after receiving such notice if the notice requests assistance in determining whether or not an exemption to disclosure applies.

14.4. Each Participant reserves all rights in its Confidential Information. No rights or obligations in respect of a Participant's Confidential Information other than those expressly stated in this Agreement are granted to any other Participant, or to be implied from this Agreement.

14.5. On termination of this Agreement, for any reason, or upon withdrawal under Clause 6, each Participant shall:

14.5.1. destroy or return to the providing Participant all documents and materials (and any copies) containing the providing Participant's Confidential Information;

14.5.2. erase all the providing Participant's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by a Third Party (to the extent technically and legally practicable and not including such copies as may have been created by automated routine computer back up); and

14.5.3. certify in writing to the providing Participant, where requested to do so, that it has complied with the requirements of this Clause, provided that a receiving Participant may retain documents and materials containing the providing Participant's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

14.6. Except as expressly stated in this Agreement, no Participant makes any express or implied warranty or representation concerning its Confidential Information.

14.7. The provisions of this Clause 14 shall survive for a period of five (5) years except that Private Screen Results shall be presumed to survive for a period of ten (10) years from termination of this Agreement, unless expressly set out under the separate terms provided for under Clause 11.

15. Intellectual Property

15.1. The Participants acknowledge that all Background introduced for use in a Collaboration Project or Collaborative Screen shall be owned by the Participant that introduces the same, or the Third Party from whom the right to use such Background has been obtained by the relevant Participant for the purpose of the PDP Collaboration.

15.2. Inventorship of all patentable Collaboration Results shall be determined in accordance with the patent law of the United Kingdom.

15.3. OXFORD shall own Collaboration Results created solely by their research staff and all improvements to Academic Assays shall be owned by OXFORD.

15.4. Exscientia shall own Collaboration Results created solely by their employees and agents.

15.5. An equal, undivided interest in Joint Collaboration Results shall be owned by each of Exscientia and OXFORD and each Associate Participant shall also own an equal undivided interest in the part of the Joint Collaboration Results which relate to that Associate Participant’s Collaboration Project.

15.6. Private Screen Results shall be owned solely by Exscientia and shall constitute Confidential Information belonging to Exscientia.

16. Grant of Licences

16.1. Each Participant shall, where they are free to do so, grant a non-exclusive, royalty free, non-sub-licensable (except where expressly required for conduct of a specific Collaboration Project), licence to their Background to the other Participants, as is reasonably required to

enable the other Participants to carry out their respective part of a Collaboration Project and for no other purpose whatsoever.

16.2. OXFORD shall grant the other Participants (and their respective Affiliates) a non-exclusive, royalty-free, non-sub-licensable, research licence to use Academic Assays which relate to that Associate Participant's Collaboration Project and all improvements thereof generated under this Agreement for internal research and development activities of each Participant (and its Affiliates) including activities pursuant to Clause 11.2.

16.3. If any Participant requires access to Background of any other Participant to facilitate the exploitation of Collaboration Results or Joint Collaboration Results, the owning Participant shall grant their consent to such use, but only to the extent that any existing obligations they may have permit, and subject to such terms and conditions, including financial terms, as are reasonable in the circumstances.

16.4. Except for the licences expressly granted herein, there are no implied licences granted under this Agreement.

16.5. For the avoidance of doubt nothing in this Agreement shall grant Oxford or any Associate Participant any right of access to or right to use the AI Platform or any part thereof.

17. Protection of Intellectual Property

17.1. The Participant that solely owns Collaboration Results may take such steps as it may decide from time to time, at its expense and sole discretion, to register and maintain any protection for such Intellectual Property, including filing and prosecuting patent applications for any Result, and taking any action in respect of any alleged or actual infringement of that Intellectual Property.

17.2. Where any Third Party, such as a student or contractor, is engaged by a Participant in a Collaboration Project, the Participant engaging that student or contractor will ensure that the student or the contractor assign to it any Intellectual Property such student or contractor may have in the Collaboration Results in order to be able to give effect to the provisions of Clauses 16 and 17.

17.3. The Participants responsible for generation of Joint Collaboration Results shall make all decisions on whether such Joint Collaboration Results should be protected by patent or other Intellectual Property protection. The Participants shall discuss any such protection that should be sought and who should bear the cost of obtaining such protection and shall use all reasonable endeavours to reach agreement in relation thereto.

17.4. In the case where a Participant sharing ownership of Joint Collaboration Results does not wish to seek such protection of Joint Collaboration Results under Clause 17.3, the Participant or Participants wishing to file for protection shall bear the full cost of obtaining such protection, and shall be entitled to an assignation of the declining Participant's interest in such Joint Collaboration Results on terms and conditions to be agreed.

17.5. With respect to Private Screen Results, Exscientia may take such steps as it may decide from time to time, at its expense and sole discretion, to register and maintain any protection for such Intellectual Property, including filing and prosecuting patent applications for any Private Screen Result, and taking any action in respect of any alleged or actual infringement of that Intellectual Property. OXFORD undertakes to provide Exscientia with reasonable assistance in connection with proceedings involving any patents filed in connection with any Private Screen Results, subject to reimbursement of out-of-pocket expenses incurred as may be agreed between the relevant Participants.

17.6. Notwithstanding the above, each Participant undertakes to provide the other Participants with reasonable assistance in connection with proceedings involving any patents filed in connection with any Collaboration Results, subject to reimbursement of such out-of-pocket expenses as it may reasonably incur.

18. Milestone

18.1. Subject always to compliance with Clause 18.2 below, upon completion of a Collaborative PDP Small Compound or Collaborative PDP Functional Genomics Screen executed by the PDP or upon execution of a separate agreement for performance of a Private Screen by OXFORD as provided for under Clause 11.2, Exscientia, through the PDP Project Manager, shall pay a one-off fee to the PDP Associate Participant or OXFORD of £50,000 (**Milestone 1**) if the screen was successfully completed, or £100,000 (**Milestone 2**) if the screen was successfully completed and also taken on as a private project or collaboration by Exscientia. For avoidance of doubt, this Milestone shall be a one-time payment per Academic Assay, regardless of how many times Exscientia uses such an Academic Assay as a Private Screen.

18.2. The Milestones shall only be payable as follows:

18.2.1. Milestone 1 will only be payable when the Academic Assay is not in the public domain prior to it being deemed a Validated Academic Assay (except where expressly agreed by decision of the Co-Chairs); and

18.2.2. Milestone 2 will only be payable when OXFORD and the Associated Participant has complied with the full duration of the Publication Moratorium for the Academic Assay, unless Exscientia waives the need to comply with the Publication Moratorium in writing.

18.3. The PDP Project Manager will be responsible for ensuring that payments received in respect of a Milestone as set out above are made to the Associate Participant upon completion of the Collaborative PDP Small Compound or Collaborative PDP Functional Genomics Screen.

18.4. OXFORD shall be solely responsible for ensuring that payments received in respect of a Milestone as set out above are shared with their employees, where appropriate, in accordance with their 'return to inventors' scheme.

19. Publications

Subject to terms of confidentiality provided for under Clause 14 of this Agreement, the Participants shall be encouraged to publish Collaboration Results of the PDP Collaboration in scientific papers, presentations, articles and any other appropriate format (each a "Publication").

19.1. At the conclusion of the Publication Moratorium, publications shall be referred to the Scientific Committee for review and their recommendation shall be forwarded to the Co-Chairs who will determine its suitability before the Participant wishing to publish receives an approval to publish. The Scientific Committee and Co-Chairs shall have 30 days from receipt of a draft Publication to review and respond and propose amendments where appropriate. The Co-Chairs shall be entitled to impose an additional 90 day delay on release of a Publication where required for protection of intellectual property of Collaboration Results included in any Publication where appropriate to do so.

19.2. All Publications shall acknowledge the PDP Collaboration in a form prescribed by the Board.

19.3. Notwithstanding the Publication Moratorium OXFORD or an Associate Participant shall be entitled to publish its Academic Assay at any time during the Term in accordance with the requirements of Clause 19.1 above, but where it chooses to do so it will not be eligible for the Milestone 2 payment.

19.4. Subject to terms of confidentiality provided under Clause 14 of this Agreement, OXFORD shall be entitled to submit data comprised in Collaboration Results, for deposition in ChEMBL or similar public databases after eighteen (18) months from the date of creation of such Collaboration Results save that in relation to Validated Academic Assays OXFORD shall not benefit from Milestone if such data submission occurs before the end of an applicable Publication Moratorium.

19.5. Nothing contained under this Clause 19 shall prevent the submission of an OXFORD postgraduate student's thesis to examiners in accordance with its normal regulations, subject where appropriate, to such examiners being bound by conditions of confidentiality in no less terms than those outlined in Clause 14, nor to the placing of such thesis in the library of the appropriate OXFORD department, provided that access to such thesis shall only be available on conditions of confidentiality no less onerous than those contained in Clause 14.

20. Warranties, Liability and Indemnity

20.1. Each Participant warrants that it has the right to enter into this Agreement.

20.2. The Participants acknowledge and agree that no warranty or representation is provided by any Participant in relation to the Background, Collaboration Results, Material and/or Confidential Information provided by it hereunder and in particular (but without limiting the foregoing) no warranty or representation, express or implied, is given by any Participant as to the merchantability or fitness for a particular purpose of the Background, Collaboration Results, Material and/or Confidential Information or that the content or use of the Background, Collaboration Results, Material and/or Confidential Information will not constitute or result in the infringement of any patent, copyright, trademark or other rights of a Third Party.

20.3. Subject to the limitations and exemptions shown in this Agreement, each Participant shall be solely responsible and liable for any claims for loss, damage, cost or expenses that directly results from that Participant's use of Background, Collaboration Results, Material, and where relevant Collaborative PDP Small Compound or Collaborative PDP Functional Genomics Screen Results and/or Joint Collaboration Results and/or other information provided under this Agreement. For the avoidance of doubt, the liability accepted by a Participant under this Clause 20.3 shall not extend to any claims or losses to the extent they arise from the action or omission of any other Participant.

20.4. Subject always to the terms of Clause 20.8 below, each Participant ("Indemnifying Participant") shall indemnify the other Participants (each an "Indemnified Participant") against all liabilities, costs, expenses, damages and losses suffered or incurred by the Indemnified Participant in connection with any Third Party claims arising from:

20.4.1. the Indemnifying Participant's performance of its obligations under this Agreement;

20.4.2. the Indemnified Participant's use of the Indemnifying Participant's Background, Collaboration Results, Collaborative PDP Small Compound or Collaborative PDP Functional Genomics Screen Results, Material and/or Confidential Information, in accordance with this Agreement;

20.4.3. the receipt or use by a Third Party (including pursuant to Clause 8.1.6) of Background, Collaboration Results, Collaborative PDP Small Compound or Collaborative PDP

Functional Genomics Screen Results, Material, Confidential Information and/or other items or services provided to them by the Indemnifying Participant pursuant to this Agreement;

except where such a claim results from the action or omission of the Indemnified Participant.

20.5. The indemnity provided for under Clause 20.4 above is conditional on the Indemnified Participant discharging the following obligations. If any Third Party makes a claim, or notifies an intention to make a claim, against the Indemnified Participant which may reasonably be considered likely to give rise to a claim under this indemnity ("Claim"), the Indemnified Participant shall:

20.5.1. as soon as reasonably practicable, give written notice of the Claim to the Indemnifying Participant, specifying the nature of the Claim in reasonable detail;

20.5.2. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Indemnifying Participant (such consent not to be unreasonably conditioned, withheld or delayed);

20.5.3. give the Indemnifying Participant and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Indemnified Participant, so as to enable the Indemnifying Participant and its professional advisers to examine them and to take copies (at the Indemnifying Participant's expense) for the purpose of assessing the Claim; and

20.5.4. take such action as the Indemnifying Participant may reasonably request to avoid, dispute, compromise or defend the Claim.

20.6. Nothing in this Clause 20 shall restrict or limit the Indemnified Participant's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a Claim under this indemnity.

20.7. Nothing in this Agreement limits or excludes a Participant's liability for:

20.7.1. death or personal injury;

20.7.2. any fraud or for any sort of liability that, by law, cannot be limited or excluded; or

20.7.3. any loss or damage caused by a deliberate breach of this Agreement.

20.8. In no circumstances shall any Participant be liable to any other Participant for any loss of profits, revenue, business opportunity or goodwill or any special, indirect, incidental or consequential damages, whether in contract, warranty, negligence, delict, strict liability or otherwise, arising out of any breach of or failure to perform any of the provisions of this Agreement.

21. Term of the collaboration

21.1. This Agreement will terminate at the expiration of the Term or Extended Term, as the case may be, or may be terminated by written notice upon the unanimous decision of the Board:

21.2. In the event of termination (howsoever arising) the affairs of the PDP Collaboration will be wound up. The Board will meet and calculate any costs of termination and termination-related action points in relation, but not limited to, post-termination management of

Collaboration Compounds and protection, licensing, exploitation of Collaboration Results and administration of Milestone payments.

21.3. Termination of this Agreement shall not affect the rights of any Participant against the others in respect of the period up to the date of termination or in relation to rights and obligations that are expressed to continue beyond the date of termination.

21.4. Upon the termination of this Agreement, the Participants shall use all reasonable endeavours to limit or terminate any outstanding commitments.

21.5. The failure on the part of any Participant to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or time thereafter.

21.6. If they unanimously agree to do so, the Board may treat any Participant as having withdrawn from the PDP Collaboration with immediate effect by giving notice to that Participant if:

21.6.1. that Participant is in breach of any provision of this Agreement (including an obligation to make payment) and (if it is capable of remedy) the breach has not been remedied within ninety (90) days after receipt of written notice from the Board specifying the breach and requiring its remedy; or

21.6.2. that Participant becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets, or if it makes any arrangement with its creditors and in either case this Agreement shall be terminated in relation to that Participant

21.7. In the event that a Participant is in breach of any material provision of this Agreement ("the Defaulting Participant") which is irremediable or which is not remedied within ninety (90) days' written notice from the Board requiring that it be remedied, the Board may direct the withdrawal of the Defaulting Participant's involvement in this Agreement by giving not less than twenty eight (28) days' prior written notice, effective as of the date of posting by first class mail, to the Defaulting Participant. Such withdrawal shall, at the expiry of such period of notice and without need for further action, take place with respect to the Defaulting Participant and the Defaulting Participant shall be deemed to have agreed to the withdrawal of its participation therein, provided always that::

21.7.1. the tasks of the Defaulting Participant as specified in any Research Plan of an active Collaboration Project may be allocated to any other Participant or Third Party acceptable to the other Participants and which agrees to be bound by the terms of this Agreement, with preference being granted to the remaining Participants. The Defaulting Participant shall be deemed to have accepted such allocation; and

21.7.2. In the case where the Defaulting Participant is OXFORD and where OXFORD has received funds from the Financial Contribution for Collaboration Project activities which are the subject of such default, OXFORD may be required to refund in full or in part the Financial Contribution that they have received for the relevant Collaboration Project activities following decision of the Board.

22. Force Majeure

Except for payment of money due, a Participant shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from Force Majeure.

23. Compliance with laws during the Term and/or any Extended Term

23.1. Each Participant undertakes to the other Participants to comply at all times with all relevant laws and regulations in connection with the operation and activities of the PDP Collaboration.

23.2. Notwithstanding the provisions of Clause 23.1, the Participants agree to comply with the terms of the Data Protection Act 2018 and all other applicable legislation and official guidelines relating to personal data (the "Acts"). A Participant may, in connection with the activities of the PDP Collaboration, operate as a data processor (as defined in the Acts) of personal data (as defined in the Acts) being processed on behalf of a data controller (as defined in the Acts). Accordingly, any such Participant acting as data processor undertakes to the other Participants to ensure that it maintains, and such personal data is fully protected by, appropriate access restrictions and other appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

23.3. Notwithstanding the provisions of Clause 23.1 in the performance of the PDP Collaboration, the Participants shall comply fully at all times with all applicable anti-corruption laws including the Bribery Act 2010.

23.4. A Participant's failure to abide by the provisions of Clauses 23.2 or 23.3 shall be deemed a material breach of this Agreement for the purpose of Clause 21.7.

23.5. The Participants agree to comply and shall procure and ensure that those acting for or on behalf of the Participants (including its subcontractors) comply with all relevant statutes, legislation, regulations and guidelines for the care, welfare and ethical treatment of animals in the country where the animal studies are being performed. The Participants further agree they shall procure and ensure that those acting for or on behalf of the Participants (including its subcontractors) comply with the "3Rs" Principles – reducing the number of animals used, replacing animals with non-animal methods whenever possible and refining the research techniques used. All work must be conducted in adherence to the core principles for animals identified below. Local customs, norms, practices or laws may be additive to the core principles, but the Participants agree to comply and shall procure and ensure that those acting for or on behalf of the Participants (including its subcontractors) comply, as a minimum, with these core principles: (a) access to species appropriate food and water; (b) access to species specific housing, including species appropriate temperature and humidity levels; (c) access to humane care and a program of veterinary care; (d) animal housing that minimizes the development of abnormal behaviours; (e) adherence to principles of replacement, reduction and refinement in the design of in vivo or ex vivo studies; (f) review of study design and purpose by institutional ethical review panel; (g) commitment to minimizing pain and distress during in vivo and ex vivo studies; (h) work is performed by staff trained to conduct the procedures for which they are responsible; (i) training is documented and verified; and (j) processes are in place to minimize animal use.

23.6. Unless otherwise required or prohibited by law, each Participant warrants, to the best of its knowledge, that in relation to the performance of this Agreement:

23.6.1. they do not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;

23.6.2. they do not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge papers or deposits on starting work;

23.6.3. they provide a safe and healthy workplace, presenting no immediate hazards to its employees. Any housing provided by the Participants to their employees is safe for

habitation. The Participants provides access to clean water, food, and emergency healthcare to their employees in the event of accidents or incidents in the workplace;

23.6.4. they do not discriminate against any employees on any ground (including race, religion, disability or gender).

23.6.5. they do not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and do not use cruel or abusive disciplinary practices in the workplace;

23.6.6. they pay each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provide each employee with all legally mandated benefits;

23.6.7. they comply with the laws on working hours and employment rights in the countries in which they operate; and

23.6.8. they are respectful of their employees right to join and form independent trade unions and freedom of association.

23.7. The Participants agree that they are responsible for controlling their own supply chain and that they shall encourage compliance with ethical standards and human rights by any subsequent supply of goods and services that are used by the Participants when performing their obligations under this Agreement. The Participants shall ensure that they have ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies.

24. Relationship of the Participants

24.1. This Agreement shall relate solely to the Participants' performance of the PDP Collaboration and shall not extend to any other activities or transactions between the Participants.

24.2. This Agreement shall not constitute, create, give effect to or otherwise be a joint venture, partnership or formal business organisation of any kind and no Participant shall have the authority to bind any other Participant without prior written approval of such other Participant.

25. Non-Assignment

25.1. This Agreement may not be assigned or otherwise transferred by any Participant, in whole or in part, without the express prior written consent of the other Participants, provided, however, Exscientia may make such an assignment without the written consent of the other Participants (but shall provide the other Participants with notice of such assignment) (i) to an Affiliate or (ii) in conjunction with the sale of Exscientia, or all or substantially all assets of Exscientia related to the subject matter of this Agreement, to, or the merger of Exscientia with, any Third Party.

26. Settlement of Disputes

26.1. In the event of any dispute or difference between the Participants arising in connection with this Agreement, the senior executive officers of the disputing Participants first shall, within twenty eight (28) days of a written request from any Participant to the other, meet in good faith effort to resolve the dispute without recourse to proceedings.

26.2. If a dispute cannot be resolved under Clause 26.1 above, the Participants will then attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless an individual is otherwise agreed between the Participants within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a Participant must give notice in writing ("ADR Notice") to the other Participant or Participants to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

26.3. The mediation will start not later than twenty-eight (28) days after the date of the ADR Notice. The commencement of a mediation will not prevent the Participants commencing or continuing court proceedings where necessary to mitigate their loss.

26.4. If the parties fail to resolve a dispute in mediation, such dispute shall be resolved by arbitration before a single arbitrator in accordance with the then current CPR *Rules for Non-Administered Arbitration of International Disputes* ("CPR Rules") (www.cpradr.org), except where those rules conflict with these provisions, in which case this provision controls. CPR is designated as the Neutral Organization for all purposes. The arbitrator shall be selected within 20 business days from commencement of the arbitration from the CPR Panels of Distinguished Neutrals in accordance with Rules 5.3 and 6 of the CPR Rules, unless a candidate not on such Panel is approved by both parties. Within 45 days of initiation of arbitration, the parties shall reach agreement upon and thereafter follow procedures, including limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the Arbitrator and adhered to by the parties. The arbitration will be conducted in English and held in London, England. The arbitrator shall decide the merits of any dispute in accordance with the law governing this Agreement, without application of any principle of conflict of laws that would result in reference to a different law. The award may be entered and enforced in any court of competent jurisdiction. The arbitrator may award the costs and expenses of the arbitration as provided in the CPR Rules, but each party shall bear its own attorney fees.

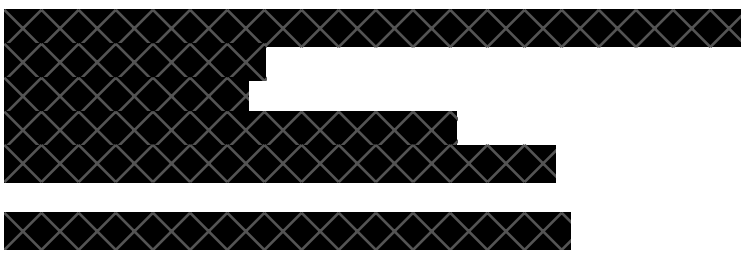
Each party has the right to seek from the appropriate court provisional remedies to avoid irreparable harm, maintain the status quo, or preserve the subject matter of the dispute. All aspects of the mediation and arbitration shall be treated as confidential.

EACH PARTY HERETO WAIVES: (1) ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY, (2) WITH THE EXCEPTION OF RELIEF MANDATED BY STATUTE, ANY CLAIM TO PUNITIVE, EXEMPLARY, MULTIPLIED, INDIRECT, CONSEQUENTIAL OR LOST PROFITS/REVENUES DAMAGES, AND (3) ANY CLAIM FOR ATTORNEY FEES, COSTS AND PREJUDGMENT INTEREST.

27. Notices

Any notice to be given under this Agreement shall be in writing and sent to the Participant at the address and email address given in this Agreement or as otherwise notified in writing to the other Participants, as follows:

For OXFORD:



For Exscientia:

28. Announcements

28.1. No Participant shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the Board (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

28.2. No Participant shall use the name or any trademark or logo of any other Participant in any press release or product advertising, or for any other commercial purpose, without the prior written consent of that other Participant.

29. Entire Agreement

29.1. This Agreement constitutes the entire agreement between the Participants and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

29.2. Each Participant agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Participant agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

30. Amendment to this Agreement

No amendment to this Agreement shall be effective unless it is in writing and signed by the authorised representatives of the Participants.

31. Waiver and Remedies

The failure of any Participant to require performance by another Participant of any of that other Participant's obligations hereunder shall in no manner affect the right of such Participant to enforce the same at a later time. No waiver by any Participant hereto of any condition, or of the breach of any provision, term, representation or warranty contained in the agreement shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or of any other condition or of the breach of any other provision, term, representation, or warranty hereof. The remedies provided in this agreement are not exclusive and the Participant suffering from a breach or default of the agreement may pursue all other remedies, both legal and equitable, alternatively or cumulatively.
.

32. Severance

In the event that a court of competent jurisdiction holds any provision of this agreement to be invalid, such holding shall have no effect on the remaining provisions of the agreement, and they shall continue in full force and effect.

33. Third Party rights

Except as expressly provided elsewhere in this Agreement, a person who is not a Participant to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

34. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

35. Counterparts

35.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

35.2. No counterpart shall be effective until each Participant has executed and delivered at least one counterpart.

This Agreement has been entered into on the date first stated above

SIGNED FOR AND ON BEHALF OF THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD:

	……	Signed:	……
Full Name:	…		…
Designation:	……		……
	…	Date:	…

SIGNED FOR AND ON BEHALF OF EXSCIENTIA LTD.

	……	Signed:	……
Full Name:	…		…
Designation:	……		……
	…	Date:	…

Schedule 1

PDP Collaboration Aims and Objectives

Phase One

i. The development and exploitation of innovative biological assays relevant to human disease;

ii. The assembly of best-in-class non-proprietary chemical entities to probe the underlying disease biology;

iii. To allow academic science to combine with practical industrial experience for mutual benefit by way of training, collaboration, licensing and ;

iv. Synergistic cost and risk-sharing;

v. The development of a panel of phenotypic profiling assays;

Phase Two

vi. retrospective identification of the molecular targets underlying the observed phenotypic responses (target deconvolution) to aid rational drug design and allow the development of target-specific assays;

vii. target validation.

Objective	Deliverables	Priority
1. ***The development and exploitation of innovative biological assays relevant to human disease***	Development of robust and well-characterized phenotypic assays	
	Access to disease-relevant, screening-compatible cellular assays	
	Collaborate with OXFORD on a number of Collaboration Projects as determined by the Scientific Committee during the Term	
	Increase probability of clinical success	
	Gain knowledge that phenotype can be perturbed by small molecules.	
	Knowledge and data to enable lead discovery and project progress	
	Use of OXFORD Assays: Each Exscientia has right to a Private Screen of their proprietary compound sets at their own cost (in-house or at OXFORD) using the assays developed from Collaboration Projects.	
	Service provision: Each Exscientia shall be entitled to engage OXFORDs to develop proprietary assays to screen their proprietary compounds, at preferential rates, independent of the	

	PDP Collaboration and outwith the Industry Funding. Access priority managed by OXFORD under separate written terms.	
2. ***The assembly of best-in-class non-proprietary chemical entities to probe the underlying disease biology***	Share annotated chemical tools: High information content for target identification.	
	Enable lead identification with adaptive screening of structural diverse library.	
3. ***To allow academic science to combine with practical industry experience for mutual benefit by way of training, collaboration and licensing***	Innovative phenotypic assays and methods to screen	
	Practical access to Participants' academic and industry knowledge, disease, expertise, assays and reagents	
	Training, access to expertise and skills development	
	Industry scientists open to visit the OXFORD hubs to aid knowledge transfer	
	Benefits to industry and academia: assay licensing and collaboration framework to attract national and international academic investigators	
	Sandbox for screening technology and methods development	
4. ***Synergistic cost and risk-sharing***	Synergy and alignment with ongoing initiatives in the translational/discovery space	
5. ***Development of a panel of phenotypic profiling assays***	Exploit phenotypic assays beyond hit discovery	
	Access to growing panel of phenotypic assays for proprietary compound profiling	
	Build sustainable business model for phenotypic profiling panel (potentially at cost or at preferential rates to Exscientia)	
6. ***Retrospective identification of the molecular targets underlying the observed phenotypic responses (target deconvolution) rational drug design and allow the development of target-specific assays***	Pre-competitive Collaboration to discuss and explore target deconvolution technology development	
	Leverage industry investment in phenotypic screening with match-funding public investments in target deconvolution (Phase 2)	
	Pre-competitive access to novel targets that perturb phenotypes	
7. ***Validation***		

Schedule 2

PHENOMICS DISCOVERY Platform

Collaboration Project
Research Plan proforma

Scientific Call addressed by Research Plan:	[INSERT CALL DETAILS - AS ISSUED BY SCIENTIFIC COMMITTEE]
Participant Details:	
Academic/Associate Participant	
Exscientia(s):	
Project Team:	[INSERT ALL PI/INDSUTRY LEAD DETAILS FOR EACH PARTICIPANT INVOLVED]
Project Leader:	[NAME AND EMPLOYING PARTICIPANT]
Third Party sub-contracts required?	[INSERT DETAILS AND WHETHER IF PART OF SEPARATE RESEARCH COLLABORATION/THIRD PARTY FUNDING]
Proposed Collaboration Project:	[INSERT DETAILS AND TIMESCALES]
Scientific justification:	[E.G. HOW THIS ADDRESSES THE CALL]
Estimated costs/Budget:	[INSERT BREAKDOWN OF COSTS AS RELATED TO SPECIFIC ACTIVITIES/TIMESCALES]
Up-front payment required?	[INSERT RECOMMENDATION AND SUPPORTING EVIDENCE TO BOARD FOR APPROVAL OF AN UP-FRONT PAYMENT]
Collaboration Compounds required:	
Academic Assay Already published?	
Relevant Citations:	
Anticipated Deliverables:	
Training Opportunities:	
Knowledge Transfer Opportunities:	
Other information:	

Schedule 3

Good Data Integrity Practices

Experimental Design
● All experiments must have a documented purpose and be identifiable by a unique reference. ● All experimental methodologies should be documented or reference made to their location. ● Experimental details must be recorded and any deviations documented and explained.
Data Generation
● Information about the test material must be sufficient to ensure its identification and integrity. ● Equipment used to generate the Data should be appropriate for the purpose and evidence for acceptable performance obtained at the time of the experiment. ● All Data generated must be collected into a secure location so as to minimise the risk of unauthorised alteration. Electronic Raw Data should be captured directly into a secure structured shared area or if not possible, the Data should be transferred to such a location as soon as possible and deleted from the original location. ● Where Data are observational and require subjective assessment, systems should be implemented to avoid bias.
Data Recording
● All Data should be recorded contemporaneously, should be retrievable and identifiable by unique reference and signed and dated by the scientist. ● Data recorded manually must be recorded according to this Schedule A and Appendices. ● Clear audit trails should be established that link experimental results back to the original observations with sufficient detail that the experiment could be reliably reconstructed.
Data Analysis
● Statistical methods used must be identified and recorded. Similarly, any supplementary software applications must be identified and recorded. ● Selective use of Data for inclusion or exclusion during the analysis must be fully justified.
Reporting
● Information and conclusions in reports must be traceable back to the supporting Data and the Data should support the conclusions. ● Results and any conclusions, and their supporting Data must be approved by the Centre Director or his designee. ● If Data is selected for reporting, the subset of Data utilised and the reasons for selection should be justified, documented and approved by Centre Director or his designee.
Data storage, Retention, Archiving
● All Data must be stored with sufficient metadata to enable their reliable retrieval.

- All Data must be stored securely. Electronic Data must reside on a secure, shared area. No Data should be stored on local drives, CD's, floppy disks, USB memory storage devices or any fragile or unsecured medium.
- All Supplementary Data should be archived and stored as instructed by the Management Board at all times.

Schedule 4

Materials Transfer Record Form

Provider:		
Provider's Contact:		
Recipient:		
Recipient's Contact:		
Description of Material transferred:	[insert details or exhibit a list at Annex 1]	
Describe any special handling or storage instructions for Material:	[insert details or exhibit a list at Annex 1]	

The above Material is supplied by the Provider to the Recipient subject to the terms and conditions for transfer of Material provided for under the PDP Collaboration Agreement dated [insert date].

Signed by the Parties:

Provider	Recipient
Full name:	Full name:
Position:	Position:
Signature:	Signature:
Date:	Date:

Schedule 5

Form of Accession for Associate Participants
To the PDP Collaboration Agreement dated [*Effective Date of PDP CA*]

[*NAME AND FULL DETAILS OF ASSOCIATE PARTICIPANT*]
hereby consents to become an Associate Participant under the PDP Collaboration Agreement that is attached as Exhibit 1 and accepts all the rights and obligations of an Associate Participant under the PDP Collaboration Agreement including all such additional terms specified under this Form of Accession for Associate Participants below, commencing from **[INSERT DATE].**

THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD
hereby certifies on behalf of the PDP Collaboration that the Board of the PDP Collaboration has consented in the meeting held on **[insert date]** to the accession of **[*NAME OF ASSOCIATE PARTICIPANT*]** to the PDP Collaboration commencing from **[INSERT DATE].**

1. Terms defined in the PDP Collaboration Agreement shall have the same meaning when used in this Form of Accession.

2. Additional terms of accession in respect of [*NAME OF ASSOCIATE PARTICIPANT*]

Additional term(s)	Details
Provision of the following Academic Assay/Background:	
Provision of the following compounds to the Collaboration Compounds:	**[insert list]**
Further requirements:	

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

Date: _____
[*NAME OF ASSOCIATE PARTICIPANT*]

Signature:
Name:
Position:

Date: _____
The Chancellor Masters and Scholars of the University of Oxford

Signature:
Name:
Title:

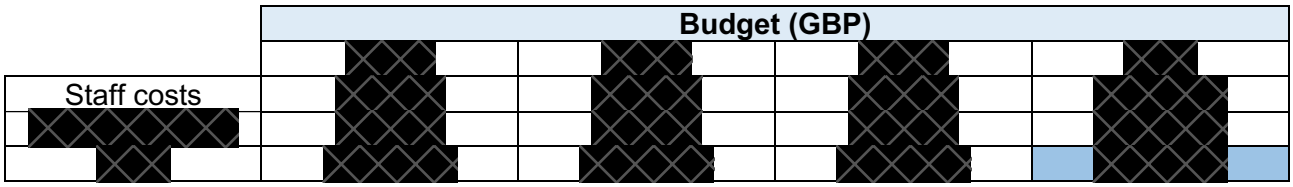
Exhibit 1

The Phenomics Discovery Platform Agreement

Schedule 6

PDP Collaboration Fee

Oxford's proposed budget for the PDP Collaboration is for 3 years from the Commencement Date.



[1]Facilities and consumables

All sums due under this agreement are exclusive of Value Added Tax which, where applicable, will be paid by Exscientia to OXFORD in addition.

In accordance with clause 4.1, OXFORD shall invoice Exscientia quarterly in advance of each quarter during the Term. Oxford shall be entitled to invoice Exscientia for the first quarter upon execution of this agreement.

Payment shall be made to:

Account name: University of Oxford
Bank address:

Sort code
Account No
IBAN:
Swift/BIC:

Using reference number provided on the invoice.

The remittance advice shall be sent to cashiers@admin.ox.ac.uk