

ATTACHMENT 1

TERMS AND CONDITIONS

Any capitalized terms used in these terms and conditions (“**Terms**”) but not otherwise defined will have the meanings ascribed to them in the Cover Sheet. If there is any conflict or inconsistency between the terms of the Cover Sheet and these Terms, then the Cover Sheet will control solely to the extent of the conflict or inconsistency. If there is any conflict or inconsistency between these Terms and any appendix attached to these Terms, then these Terms will control solely to the extent of the conflict or inconsistency unless these Terms expressly state otherwise.

1. Certain Definitions. As used in this Agreement, the following terms will have the following meanings:

1.1 “**Affiliate**” with respect to either party means any corporation or other legal entity other than that party in whatever country organized, controlling, controlled by or under common control with that party. The term “control” means the power, direct or indirect, to elect or appoint more than fifty percent (50%) of the directors or trustees, or to cause direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

1.2 “**Applicable Law**” means applicable laws and regulations that may be in effect from time to time that affect the Project.

1.3 “**Application**” means the application attached hereto as Appendix A and forming part of this Agreement.

1.4 “**Biohazard**” means biologicals or biochemicals having Biosafety Lab Levels of BSL2 or greater.

1.5 “**Budget**” means the budget for the Sponsored Research provided in the Application.

1.6 “**Grantee**” means [INSERT NAME], under whose direction the Sponsored Research will be conducted, or any substitute mutually agreed upon by Sponsoring Institution and LLS in accordance with Section 3.2.

1.7 “**IP and Revenue Sharing Agreement**” means the Invention, Patent, Commercialization, Intellectual Property and Revenue Sharing Agreement of LLS attached hereto as Appendix B and forming part of this Agreement.

1.8 “**Personnel Expenses**” means salary, wage, or stipend (with fringe benefits) costs.

1.9 “**Research Misconduct**” means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest error or differences of opinion. As used in this definition, (i) “fabrication” means making up data or results and recording or reporting them; (ii) “falsification” means manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record; and (iii) “plagiarism” means the appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.

1.10 “**Research Plan**” means the plan of research as described in Application as found at Appendix A.

1.11 “**Sponsored Research**” means research funded by LLS to be conducted by the Grantee in accordance with the Research Plan during the Term.

2. Term and Termination.

2.1 Term. The term of this Agreement will commence on the Effective Date and expire upon the later of [INSERT END DATE] or delivery of all final reports required under Section 5 below (“**Term**”), unless earlier terminated by either party as set forth in this Section 2 or extended as set forth in Section 4.1 or in writing signed by authorized representatives of both parties.

2.2 Termination for Breach. If Sponsoring Institution fails to meet any of its material obligations including its integrity obligations under Section 8, or its compliance obligations under Section 7 of this Agreement and does not remedy such failure within thirty (30) days following receipt of written notice thereof from LLS, then LLS will have the right to terminate this Agreement effective upon provision of written notice thereof to Sponsoring Institution, and Sponsoring Institution shall provide a pro-rated refund of monies.

2.3 Termination for Non-Compliance. If Sponsoring Institution breaches Section 7 (Compliance), LLS may immediately terminate upon written notice to Sponsoring Institution, and other than noncancellable obligations in effect as of the date of written notice, no further payments shall be made by LLS as of effective date of termination, and Institution shall provide pro-rated refund of monies received for fees not accrued as of such date.

2.4 Termination for Health and Safety. Either Party may suspend the Study or terminate this Agreement immediately upon written notice to the other Party if necessary to protect the health, welfare, or safety of any study subject; provided however, that the termination and suspension shall be subject to the wind-down protocols approved by the IRB for a safety of the study subjects.

2.5 Termination for Convenience. Sponsoring Institution acknowledges that LLS's continued funding of the Sponsored Research is contingent on the availability of funds and the progress of the Sponsored Research. Accordingly, LLS will have the right to unilaterally terminate this Agreement at any time in its sole discretion by giving thirty (30) days' advance written notice thereof to Sponsoring Institution.

2.6 Termination for Unavailability of Grantee. If the Grantee resigns or otherwise becomes unavailable and Sponsoring Institution and LLS are unable to agree upon a successor within thirty (30) days after LLS is so notified, LLS may terminate this Agreement on fifteen (15) days written notice to Sponsoring Institution.

2.7 Termination by Mutual Consent. LLS and Sponsoring Institution may terminate this Agreement at any time by mutual written consent.

2.8 Effect of Termination. Upon expiration or termination of this Agreement, Sponsoring Institution must return to LLS a prorated amount of unexpended funds covering any post-termination period for which Sponsoring Institution received funding. Expiration or termination of this Agreement will not relieve the parties of any obligation accruing prior to such expiration or termination.

2.9 Surviving Provisions. The provisions of Sections 2.6, 2.7, 3.3, 5, 6.1, 7-14 and all defined terms used therein will survive the termination or expiration of this Agreement indefinitely. For the avoidance of doubt, the IP and Revenue Sharing Agreement attached as Appendix B, including the royalty obligations therein, will remain in full force and effect regardless of any expiration or termination of this Agreement.

3. Sponsored Research.

3.1 Performance. Subject to the terms of this Agreement, Sponsoring Institution through Grantee agrees to perform the Sponsored Research in accordance with the Research Plan and Budget. The Research Plan may be modified from time to time by mutual agreement of LLS and the Grantee, provided that any changes in the Sponsored Research will be set forth in writing, in accordance with Appendix D, and approved by both LLS and Sponsoring Institution. Sponsoring Institution must ensure that Grantee does not enter into any agreement or participate in any activity that would prohibit the disclosure of the Sponsored Research or obligate the Grantee to undertake research for the exclusive benefit of the Sponsoring Institution. Sponsoring Institution shall be responsible for obtaining and providing all appropriate staff, laboratories, materials, offices, equipment, and other facilities to conduct the Sponsored Research substantially in accordance with the Research Plan and in compliance with all Applicable Law.

3.2 Grantee.

3.2.1 The Sponsored Research will be overseen by the Grantee and will be conducted at the facilities of Sponsoring Institution. Sponsoring Institution must promptly notify LLS if the Grantee ceases to serve in such role during the Term for any reason, with such notification detailing whether the Grantee is taking a leave of absence from Sponsoring Institution; relocating or transferring to a different research institution; or is otherwise incapacitated or departing the Sponsoring Institution.

3.2.2 If Grantee is taking a leave of absence of greater than thirty (30) days, Sponsoring Institution may request suspension of the Research Plan or appointment of another investigator to serve as interim Grantee pending Grantee's return. LLS may accept or deny such suspension or appointment request in its sole discretion. If LLS consents to a suspension request, LLS will suspend funding of the Research Plan until the return of Grantee, and the Term will be extended for a period equal to the duration of the suspension.

3.2.3 If Grantee is incapacitated or retiring, Sponsoring Institution may name a substitute Grantee (who will thereafter be referred to as Grantee for purposes of this Agreement), within thirty (30) days of the then current Grantee's withdrawal from the Sponsored Research subject to the approval of LLS, which approval may be withheld in LLS's sole discretion.

3.2.4 If the parties are unable to agree upon suspension of the Sponsored Research, assignment of this Agreement, or a substitute Grantee (as applicable), LLS may terminate this Agreement in accordance with Section 2.4.

3.3 Grantee Obligations. Sponsoring Institution will require the Grantee to acknowledge the provisions of Sections 3.1, 7, 8, 9 and 10 of this Agreement ("Investigator Obligations"). Sponsoring Institution will be responsible for Grantee's compliance with such provisions, and any breach by Grantee of any Investigator Obligations will be deemed a breach by Sponsoring Institution.

4. Transfers.

4.1 Upon receiving LLS's prior written consent (such consent to be granted or withheld in LLS's sole discretion) Sponsoring Institution may assign this Agreement in whole to a research institution to which Grantee transfers or relocates ("Successor Institution"), provided that (i) Sponsoring Institution completes a transfer application form (through the online portal at <http://lls.fluxx.io>) at least thirty (30) days prior to the proposed date of assignment; (ii) the Successor Institution is affiliated with a tax-exempt, non-profit institution; and (iii) the Successor Institution agrees to the assignment of this Agreement in its entirety pursuant to an Assignment and Amendment agreement provided by LLS and signed by Sponsoring Institution, Successor Institution, Grantee, and LLS. Failure to notify LLS of a transfer may result in a termination of this Grant retroactively to the date of Grantee's separation from original Sponsoring Institution. Grantee must verify that Successor Institution will accept the Terms of this Grant exactly as written in this Agreement, prior to submission of a transfer request. If LLS consents to the assignment, the original Sponsoring Institution must assign their obligations under this Agreement to Successor Institution prior to any payments being remitted to Successor Institution. Upon such assignment, Successor Institution will be deemed the "Sponsoring Institution" for purposes of this Agreement.

4.1.1 The original Sponsoring Institution must refund to LLS on a pro-rata basis any funds advanced by LLS for work that is not yet completed as of the effective date of the transfer. If Grantee transfers in the middle of a quarter, the applicable pro-rata quarterly payment shall be made to Successor Institution concurrent with the next regularly scheduled quarterly payment.

4.2 Assignment. LLS may assign this Agreement, in whole or in part, without Sponsoring Institution's prior written consent to an Affiliate or to a third party that succeeds to all or substantially all of LLS's business or assets relating to this Agreement whether by sale, merger, operation of law or otherwise; provided that such assignee or transferee promptly agrees in writing to be bound by the Terms of this Agreement. Except as set forth in Section 4.1, Sponsoring Institution may not assign this Agreement.

5. Reporting Requirements and Site Visits. As a condition of the receipt of LLS funding, and subject to LLS's rights to withhold funding and/or terminate this Agreement as described in this Agreement, Sponsoring Institution will submit and will ensure that Grantee, submits the reports described in this Section 5, and participates in an annual progress meeting. **Please refer to the chart on Cover Sheet for detailed report submission dates.**

5.1 Progress Reports. Grantee will submit Progress Reports by May 1st of each year during the Term, except for the final year, when the Final Report is due on the date set forth in the Schedule shown on the Cover Sheet (or, such other date as mutually agreed upon by Sponsoring Institution and LLS if, for example, the agreement is extended or terminated early). Each progress report must include an updated summary written for the lay public,

which reflects the progress made since the original Application was submitted. Lay summaries are critical for LLS's efforts to educate the public about ongoing research. Progress Reports must use the most current template provided by LLS and must be submitted through the online portal at <http://lls.fluxx.io>.

5.2 Invention, Patent, Commercialization, Intellectual Property and Revenue Sharing Disclosure Reports ("IP Disclosure Report"). Sponsoring Institution will have its technology transfer official or other appropriate, authorized designated official submit at least one annual IP Disclosure Report detailing any invention, patent, commercialization, or intellectual property activity during the year at the Sponsoring Institution. This IP Disclosure Report must be submitted by May 1st of each year during the Term, except for the final year of the Term, when it is due within sixty (60) days of when the Agreement expires (or, such other date as mutually agreed upon by Sponsoring Institution and LLS if, for example, the agreement is extended or terminated early). Such IP Disclosure Reports must use the most current template provided by LLS and must be submitted through the online portal at <http://lls.fluxx.io>. **In the event that a patent application that claims a Funded Invention (as defined in the IP and Revenue Sharing Agreement attached) is filed at any time during IP and Revenue Sharing Agreement Term (as defined in the IP and Revenue Sharing Agreement) or thereafter, the Sponsoring Institution will send LLS a copy of the patent application no later than thirty (30) days after the filing date. The IP Disclosure Reports required in this Section 5.2 will also refer to any applicable filings.**

5.3 Financial Reports. Sponsoring Institution will have its financial officer submit annual financial reports each year of the Term detailing how the LLS funds provided under this Agreement were expended during the applicable year and the cumulative totals. This report will be submitted within sixty (60) days after each anniversary date of the Effective Date during the Term. Sponsoring Institution must submit a cumulative final financial report within sixty (60) days of when the Agreement expires (or, such other date as mutually agreed upon by Sponsoring Institution and LLS if, for example, the agreement is extended or terminated early). In no event shall LLS consider any revisions to the final financial report submitted in excess of six (6) months from the due date of the final financial report. Financial reports must use the most current template provided by LLS and must be submitted through the online portal at <http://lls.fluxx.io>. Subject to any carryover rights set forth in the Cover Sheet, the Sponsoring Institution agrees to repay to LLS any portion of the grant from LLS that is not used for the Sponsored Research and to return to LLS any unexpended grant funds at the end of each year during the Term.

5.4 Publication Reports. Grantee will submit a publications report on or before the first day of each quarter of each year during the Term, but no earlier than seven (7) days prior to the first day of each quarter, or, such other date as mutually agreed upon by Sponsoring Institution and LLS if, for example, the agreement is extended or terminated early. Each publications report must include a list of publications relevant to the Sponsored Research in the quarter. Publications reports must be submitted through the online portal at <http://lls.fluxx.io>.

5.5 Conflicts Disclosure Reports. Sponsoring Institution will have its technology transfer official or other appropriate, authorized designated official and Grantee submit one annual Conflicts Disclosure Report detailing any financial or other conflicts of interest related to the subject matter of the Objective that Sponsoring Institution and/or Grantee may have. Conflicts Disclosure Reports must be submitted through the online portal at <https://lls.fluxx.io>.

5.5.1 Safety and Regulatory. Sponsoring Institution shall notify LLS promptly and provide all related communications as to any regulatory or safety issue associated with the Sponsored Research, and will provide a summary of any related outcome, upon request and in accordance with Section 6.6 and Institution's policies regarding Research Misconduct.

5.5.2 Notice as to Third Parties Disputes. As soon as practicable, but no later than fifteen (15) business days from receipt of notice by Sponsoring Institution, Sponsoring Institution shall, and shall cause its Affiliates and contractors, and its and their licensees, sublicensees, transferees and successors to furnish to LLS notice of a material action, suit, claim, dispute, proceeding, investigation, or inquiry that may materially impact the Sponsored Research. Sponsoring Institution shall further provide LLS with updates summarizing status as well as a summary of any related outcome, upon request.

6. Grant Funding. In consideration for the performance by Sponsoring Institution of its obligations under this Agreement, and subject to LLS's rights to withhold funding and/or terminate this Agreement as described in this Agreement, LLS will provide Sponsoring Institution grant funding in accordance with the Cover Sheet. Sponsoring

Institution acknowledges that it must limit indirect costs as set forth in the Cover Sheet. Sponsoring Institution will not be obligated to expend funds in excess of those provided under this Agreement to conduct the Sponsored Research.

6.1 Timing. Payments will be mailed on or about the last day of each calendar quarter (December, March, June, and September) to the Sponsoring Institution. However, the final payment will be made only after receipt by LLS of satisfactory final reports mentioned above (Progress, Invention, Patent and Commercialization Disclosure, Financial, Publications, and Conflicts Disclosure). If, for any reason, funds are expended in excess of any designated amount set forth in the Budget, it will be the responsibility of the Sponsoring Institution to make restitution to LLS in the event of transfer or premature termination of the Agreement. **Please refer to the chart on Cover Sheet for a detailed payment schedule.**

6.2 Disbursements. The Sponsoring Institution will be responsible for disbursing funds to the Grantee in accordance with the Budget, as approved by LLS.

6.3 Requirements. The funds awarded will be used solely for the purposes specified in the Application, or as approved by LLS in accordance with Appendix D, and in strict compliance with the Budget. The funding restrictions set forth in the Cover Sheet will apply. Subject to such restrictions, Sponsoring Institution will be permitted to reallocate funds from Direct Costs to Indirect Costs or vice versa without the prior written approval of LLS so long as such costs do not exceed the rates specified on the Cover Sheet.

6.4 Duplicate Funding. The use of the funds granted under this Agreement cannot be duplicated by funds received by the Sponsoring Institution and Grantee from any other sources, but the funds from other sources may be used to supplement support.

7. Compliance.

7.1 Research Guidelines. The Sponsoring Institution will comply with any and all federal, state and/or local guidelines that may affect the Sponsored Research. Grantee and Sponsoring Institution must immediately report any instances of non-compliance to LLS. Failure to do so may result in the suspension or termination of this Agreement. In the event of non-compliance and suspension of Sponsored Research activities at LLS' instruction, upon LLS' request, Grantee must submit to LLS a letter of approval or compliance prior to re-commencement of Sponsored Research. within fourteen (14) days of authorization to.

7.2 Human Subjects. Sponsoring Institution will ensure that Grantee obtains prior written approval from the Sponsoring Institution's Institutional Review Board (or equivalent institutional authority) ("**IRB**") for the protection of human subjects before undertaking any form of human subject research. An original executed copy of this approval, and all subsequent correspondence in any form received from the IRB, must be submitted to LLS within ten (10) days of the earlier of (a) execution of this Agreement and (b) after such approval is obtained. Sponsoring Institution shall provide to LLS all subsequent correspondence received from the IRB. With respect to research projects that do not deal with human subject research, Sponsoring Institution must furnish to LLS a letter executed simultaneously with this Agreement stating that: "*The research project does not involve the use of human subjects or human tissue.*" Sponsoring Institution agrees, and will ensure that Grantee agrees, that any deviation from such research projects that will involve human subject research will not be undertaken unless prior written approval from the IRB is obtained. Any such approvals, and subsequent correspondence, must be forwarded to LLS within ten (10) days of approval or receipt of such subsequent correspondence. If the IRB disapproves of any changes from the original Application, then LLS in its sole discretion reserves the right to modify or terminate this Agreement.

7.3 Animal Subjects. LLS adheres to the most current guidelines applicable to the care and treatment of animals used in laboratory work as outlined by the National Institutes of Health ("**NIH**"). Sponsoring Institution acknowledges, and will ensure that Grantee acknowledges, that the Application includes a statement indicating that Sponsoring Institution meets and adheres to these guidelines, and Sponsoring Institution must provide LLS with an accompanying letter signed by the Institutional Animal Care and Use Committee, or equivalent institutional body, confirming the same prior to conducting Sponsored Research utilizing animals. Those research projects that do not involve the use of laboratory animals must so state in the Application. If the animal use privileges of Sponsoring Institution and/or Grantee are suspended, then LLS must be notified within ten (10) business days of the suspension. LLS will take whatever action it deems appropriate, including suspension or termination of this Agreement. Failure

to notify LLS of non-compliance with the guidelines on the use of laboratory animals will result in suspension or termination of this Agreement.

7.4 Biohazards. Sponsoring Institution acknowledges, and will ensure that Grantee acknowledges, that the statements in the Application concerning potential biohazards and the safeguards to be employed are accurate descriptions of the circumstances pertaining to this aspect of the Research Plan. Those research projects that do not involve the use of biohazards must so state in the Application. Failure to notify LLS of non-compliance with the stated safeguards on the use of biohazards will result in suspension or termination of this Agreement.

7.5 Recombinant DNA. Grantee and Sponsoring Institution acknowledge that the statement in the Application concerning recombinant DNA and the safeguards to be employed is an accurate description of the circumstances pertaining to this aspect of the research proposed in the Application. Projects which do not involve recombinant DNA must so state in the Application. Failure to notify LLS of non-compliance with these guidelines on the use of recombinant DNA will result in suspension or termination of this Agreement.

7.6 Translational Requirement. Any letters of approval required by this Section 7 Compliance must be in English. If the original document is not in English, a translation must be provided by Grantee within seven (7) days of providing the original to LLS. A certified translation must be provided within thirty (30) days of providing the original to LLS.

8. Grantee and Sponsoring Institution Integrity.

8.1 Research. Sponsoring Institution acknowledges that Research Misconduct by Grantee is contrary to the interests of LLS and the patients and their families, as well as to the integrity of research, and to the conservation of donor funds. Sponsoring Institution will cause Grantee to follow the Sponsoring Institution's policies as they relate to Research Misconduct. Sponsoring Institution represents and warrants that such policies are at least as rigorous as those followed by the NIH (Public Health Service Policies on Research Misconduct 42 CFR 93).

8.2 Conduct. Sponsoring Institution will cause Grantee to comply with Sponsoring Institution's ethical conduct policies including required disclosures relating to Conflicts of Interest as well as policies against discrimination, unwanted sexual harassment, sexual violence, and sexual assault. Sponsoring Institution confirms that it complies with all Federal Civil Rights laws and that its policies are at least as rigorous as those followed by the NIH.

8.3 Conflicts. Sponsoring Institution represents and warrants that, except as described on Appendix C, neither Sponsoring Institution nor Grantee has any financial or other conflicts of interest related to the subject matter of the Agreement. On an annual basis, Sponsoring Institution shall, and shall cause Grantee to, notify LLS of any such conflicts of interest that exist or certify that no such conflicts exist.

9. Confidential Information. It is anticipated that in the performance of the Sponsored Research each party is likely to disclose (as applicable, each a "Discloser") to the other party (as applicable, each a "Recipient") certain Confidential Information.

9.1 Definition. "Confidential Information" means any information, including data, techniques, protocols or results, or business, financial, commercial, or technical information, disclosed by Discloser to Recipient, that is reasonably necessary for performance under this Agreement and is identified as confidential at the time of disclosure. If such information is disclosed in non-tangible form (including orally or visually), then it must be identified as confidential at the time of disclosure and summarized with specificity in a writing marked "Confidential" and given to Recipient within thirty (30) days after such disclosure.

9.2 Exceptions. Notwithstanding the foregoing, "Confidential Information" under this Agreement will not include any information that (as shown by contemporaneously existing or created written records) (i) is or becomes publicly available through no wrongful act of Recipient; (ii) was known by Recipient prior to disclosure by Discloser; (iii) becomes known to Recipient after disclosure from a third party having an apparent bona fide right to disclose it; (iv) is independently developed or discovered by Recipient without use of Discloser's Confidential Information; or (v) is disclosed to another party by Discloser without restriction on further disclosure. The obligations of confidentiality and non-use set forth in this Section 9 will not apply with respect to any information that Recipient is required to disclose by applicable law, court order or other valid legal process provided Recipient promptly notifies

Discloser prior to such required disclosure, discloses such information only to the extent so required, and cooperates reasonably with Discloser's efforts to contest or limit the scope of such disclosure.

9.3 Permitted Use of Confidential Information. Recipient will have the right to, and agrees that it will, use Discloser's Confidential Information solely for the purposes of (i) fulfilling its obligations under this Agreement; and (ii) exercising its rights under this Agreement.

9.4 Restrictions on Confidential Information. For a period of three (3) years after receipt of Discloser's Confidential Information, Recipient agrees that: (i) it will not use such Confidential Information for any purpose other than as specified under Section 9.3, including for its own benefit or the benefit of any other person or entity; and (ii) it will use reasonable efforts (but not less than the efforts used to protect its own confidential and/or proprietary information of a similar nature) to protect Discloser's Confidential Information. Further, Recipient will not disclose Discloser's Confidential Information to any other person or entity except only on a need-to-know basis to its and its Affiliates' employees, staff members and agents ("Receiving Individuals") who are directly involved in the performance of the Sponsored Research and who are informed of the confidential nature of such information, provided Recipient will be responsible for compliance by Receiving Individuals with the terms of this Agreement and any breach thereof.

9.5 Ownership and Disposition. All Confidential Information disclosed pursuant to this Agreement will be and remain the property of the Discloser. Upon expiration or termination of this Agreement, if requested by Discloser and subject to any rights expressly granted under this Agreement, Recipient will return or destroy at Discloser's sole discretion all of Discloser's Confidential Information received in tangible form, provided that Recipient will be entitled to (a) keep one copy of such Confidential Information in a secure location solely for the purpose of determining Recipient's legal obligations hereunder; and/or (b) retain one copy in accordance with Recipient's record retention policy.

9.6 Right to Disclose. Discloser represents that to the best of its knowledge it has the right to disclose to Recipient all of Discloser's Confidential Information that will be disclosed hereunder. Each party reserves the right to disclose its own Confidential Information to any party at any time.

9.7 Inter-Institutional Agreements: If the Grantee has participating persons, facilities or elements at any Contract Research Organization (CRO) or has participating persons, facilities or elements at any research institution such as a university ('Participating Institution') outside the Sponsoring Institution, it is the responsibility of the Sponsoring Institution to subcontract with (those) CRO(s) or Participating Institution(s) on the same terms agreed to in this Agreement with LLS. Upon request, Grantee must submit to LLS any subcontract or Inter-Institutional Agreement within 14 days. Where applicable, funds expended by CRO or Participating Institution must be accounted for on all financial reports submitted.

10. Acknowledgement and Publicity.

10.1 Press Releases. Sponsoring Institution will, and will ensure that Grantee acknowledges the support of LLS in any releases to the media regarding accomplishments made through support by LLS grant funds. The Sponsoring Institution and the Grantee will notify LLS at researchprograms@lls.org at least seven (7) days prior to any advertising, promotion, publication, presentation or exhibition relating to the results of work supported by grant funds from LLS. Notification will include a copy of the materials intended for release, as well as the time, place, and manner of disclosure.

10.2 Publicity Materials. Sponsoring Institution will, and will ensure that Grantee will, cooperate with LLS in connection with any written photographic, filmed, broadcast or any other forms of materials LLS elects to produce to publicize the Sponsored Research.

10.3 Acknowledgments. Sponsoring Institution will, and will ensure that Grantee will, include the following credit in any advertising, promotion, publication, presentation and/or exhibition produced by Sponsoring Institution or Grantee related to the Sponsored Research: "*Supported by a grant from The Leukemia & Lymphoma Society.*" Presentations or posters at major meetings at which LLS-funded research is included must include the LLS logo in addition to this statement. The LLS logo is available upon request from researchprograms@lls.org.

10.4 Donor Outreach. LLS's ability to award grants is dependent upon continued support from voluntary donations and LLS-sponsored events. Sponsoring Institution will ensure that Grantee will make all reasonable efforts to attend and participate in events when requested by LLS. In addition, when support for the Sponsored Research is, in part or whole, provided by a donor to LLS, Sponsoring Institution agrees, and will ensure that Grantee agrees, as a condition of receiving funds under this Agreement, to participate in promotional/publicity activities (including but not limited to meeting the board of trustees of the donor's affiliated organization, being interviewed for their newsletter, etc.) as requested.

10.5 Outcome Reporting. Sponsoring Institution shall cause Grantee to cooperate with LLS after termination of this Agreement to determine how LLS funding influenced his/her career and how it may have contributed to new treatments, prevention, or diagnosis for patients with hematologic malignancies and/or related pre-malignant conditions.

11. Indemnification. The parties acknowledge and agree that in entering into this Agreement and providing funds to Sponsoring Institution, LLS assumes no responsibility for any of the activities of the Sponsored Research, including any acts or omissions of the Grantee. Sponsoring Institution will indemnify, defend and hold LLS, its affiliates, directors, officers, agents, successors and assigns harmless from any and all claims, damages, costs and expenses that may arise as a result of the Sponsored Research and the activities of the Grantee in connection with this Agreement except to the extent directly caused by the willful misconduct or gross negligence of LLS and to the fullest extent authorized under the Constitution and laws of Sponsoring Institution's state, if applicable.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL LLS, OR ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, MEDICAL OR PROFESSIONAL STAFF, EMPLOYEES OR AGENTS BE LIABLE TO SPONSORING INSTITUTION, OR ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, MEDICAL OR PROFESSIONAL STAFF, EMPLOYEES OR AGENTS, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE RIGHTS GRANTED HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH PARTY WILL BE OR HAVE BEEN ADVISED, WILL HAVE REASON TO KNOW OR IN FACT WILL KNOW OF THE POSSIBILITY OF THE FOREGOING.

13. Dispute Resolution

13.1 One of the Parties may seek executive resolution of a dispute arising under or in connection with this Agreement by written notice to the other party ("**Resolution Request**"). In such case, each party will appoint a designated executive management representative to meet for the purpose of attempting to resolve such dispute. The parties' designated executive management representatives shall meet and negotiate in good faith in an effort to resolve the dispute.

13.2 If the Parties' designated executive management representatives are unable to resolve the dispute within sixty (60) days after the Resolution Request is made, the parties shall submit to mediation with a mutually acceptable mediator to resolve such dispute.

13.3 If the mediation does not resolve the dispute within sixty (60) days (unless this time is extended by written agreement of the parties) from commencement of the mediation proceedings, then the dispute shall be settled by binding arbitration in accordance with the terms of Section 13.4

13.4 Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, whether sounding in contract, tort, or otherwise, and whether arising in law, statute, equity or otherwise, including with respect to the formation, applicability, breach, termination, validity or enforceability of the Agreement, or relating to arbitrability or the scope and application of this Section 13.4 (Arbitration), will be finally resolved by arbitration through the American Arbitration Association ("**AAA**"). The arbitration will be conducted by three arbitrators in accordance with the AAA procedures under its Commercial Arbitration Rules. The claimant will nominate an arbitrator in its request for arbitration. The respondent will nominate an arbitrator within thirty (30) days of the receipt of the request for arbitration. The two (2) arbitrators nominated by the parties will nominate a third arbitrator, in consultation with the parties, within thirty (30) days after the confirmation of the later-nominated arbitrator. The third

arbitrator will act as chair of the tribunal. If any of the three (3) arbitrators are not nominated within the time prescribed above, then the AAA will appoint the arbitrator(s). The seat of the arbitration will be New York, New York, U.S.A., and it will be conducted in the English language. The costs of the arbitration, including the parties' reasonable legal fees, will be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case. The arbitration award will be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets.

13.5 No party may delay the progression of the Dispute Resolution process described in 13.1-13.4 above by failing to comply with a preceding step within the time period described.

14. Miscellaneous.

14.1 Relationship of the Parties. Nothing contained in this Agreement will be deemed to create a partnership or joint venture between the parties, and each of the parties will in all matters connected herewith be an independent contractor. Neither of the parties will hold itself out as the agent of the other, nor will either of the parties incur any indebtedness or obligation in the name of, or that will be binding upon, the other without prior written consent of such other party. No employees, agents or representatives of either party will be deemed employees, agents, or representatives of the other. Sponsoring Institution and Grantee will have the sole right, in accordance with the Research Plan and this Agreement, to conduct, direct and control the Sponsored Research.

14.2 Notices. All notices, reports, waivers, consents, correspondence or other communications hereunder will be in writing and will be effective upon delivery to the recipient; provided, however, that delivery will be deemed to have occurred (i) when delivered by hand; (ii) three (3) business days after being mailed by certified or registered U.S. mail, return receipt requested or ten (10) business days for a non U.S. based Sponsoring Institution; (iii) one (1) business day after being sent overnight express delivery by a recognized overnight courier service; or (iv) when transmitted by facsimile, email or other electronic means, provided that the sender receives confirmation of transmission, and sends a confirmation copy in one of the foregoing manners, to the address and point of contract set forth in the Cover Sheet. Either party may change its address by giving notice to the other party in the manner set forth in this Section 14.2.

14.3 Entire Agreement. This Agreement, together with the Cover Sheet and attached appendices, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understanding or written or oral agreements with respect thereto, whether express or implied.

14.4 Amendment; Waivers. This Agreement may be amended and any of its terms or conditions may be waived only by a written instrument executed by an authorized signatory of the parties. The failure of either party at any time or times to require performance of any provision hereof will in no manner affect its rights at a later time to enforce the same. No waiver by either party of any condition or term will be deemed as a further or continuing waiver of such condition or term or of any other condition or term. All rights, remedies, undertakings, obligations, and agreements contained in this Agreement will be cumulative and none of them will be a limitation of any other remedy, right, undertaking, obligation or agreement of either party.

14.5 Severability. If any provision of this Agreement is or becomes invalid, is ruled illegal by any court of competent jurisdiction or is deemed unenforceable under then-current applicable law from time-to-time in effect during the term hereof, it is the intention of the parties that the remainder of this Agreement will not be affected thereby. It is further the intention of the parties that in lieu of each such provision which is invalid, illegal, or unenforceable, there be substituted or added by a court of competent jurisdiction as part of this Agreement a provision which will be as similar as possible in economic and business objectives as intended by the parties to such invalid, illegal or unenforceable provision, but will be valid, legal, and enforceable.

14.6 Binding Effect. This Agreement will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns.

14.7 Force Majeure. Neither party will be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations

under this Agreement, and which it has been unable to overcome by the exercise of reasonable efforts, provided that the party unable to perform its obligations will promptly notify the other party, will use reasonable efforts to avoid or remove such causes of nonperformance, will suspend performance only for such period of time as is necessary as a result of such force majeure event and will resume performance as quickly as possible.

14.8 Governing Law; Venue. This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to provisions concerning conflict of laws. Each party hereby irrevocably consents that any legal action or proceeding under, arising out of or in any manner relating to this Agreement will be brought in any state or federal court of competent jurisdiction located in the State of New York.

14.9 Interpretation. The parties hereto are sophisticated, have had the opportunity to consult legal counsel with respect to this transaction and hereby waive any presumptions of any statutory or common law rule relating to the interpretation of contracts against the drafter.

14.10 Confidential Terms. Except as expressly provided herein, each party agrees not to disclose any terms of this Agreement to any third party without the consent of the other party, except as required by securities or other applicable laws, to prospective licensees, and other investors and such party's accountants, attorneys, and other professional advisors.

14.11 Counterparts; Electronic Transmission. This Agreement may be executed in counterparts and delivered by electronic transmission with the same effect as an original.

14.12 Headings; "Include" and "Including". All headings are for convenience only and will not affect the meaning of any provision of this Agreement. Wherever the word "including" or "include" will appear in this Agreement, such term will be construed to mean "including" or "include, without limitation," as the case may be.

APPENDIX A

Application

See attached

APPENDIX B

The Leukemia & Lymphoma Society's Invention, Patent, Commercialization, Intellectual Property and Revenue Sharing Agreement

The mission of The Leukemia & Lymphoma Society ("**LLS**") is: Cure leukemia, lymphoma, Hodgkin's disease and myeloma, and improve the quality of life of patients and their families. In this regard, LLS recognizes that certain Funded Inventions (defined below), potentially having public health, scientific, business, or commercial application or value, may be discovered or developed in the course of or arise out of research or development supported with funds furnished by the LLS. LLS desires that such Funded Inventions be effectuated and brought into public use at the earliest possible time, and it recognizes that often this may be best accomplished through patenting and/or licensing of such Funded Inventions.

This Invention, Patent, Commercialization, Intellectual Property and Revenue Sharing Agreement ("**IP and Revenue Sharing Agreement**") forms part of the accompanying Grant Agreement between LLS and the Sponsoring Institution, dated as of [redacted], 2021 and executed concurrently herewith ("**Agreement**"). Although intended to be consistent with the Agreement, the terms of this IP and Revenue Sharing Agreement supersede any conflicting or inconsistent terms of the Agreement, to the extent any conflicting or inconsistent terms exist. Capitalized terms used but not defined in this IP and Revenue Sharing Agreement will have the meaning given to such terms in the Agreement.

1. The following terms have the following meanings set forth below:

a. "**Administrative Fee**" means fifteen percent (15%) of Gross Revenue, not to exceed twenty-five thousand dollars (\$25,000.00) in the aggregate.

b. "**Commercialization**" means development, manufacture, marketing, distribution, licensing, promotion, offers to sell, sale, or other commercial exploitation.

c. "**Equity**" means shares of capital stock of, securities convertible into or exchangeable or exercisable for shares of capital stock or voting securities of, or other equity or profits interests in, any entity, or any warrants, calls, options or other rights to acquire from any entity, or any other obligation of any entity to issue, deliver or sell, or cause to be issued, delivered or sold, any capital stock or voting securities of, or other equity or profits interests in, any entity.

d. "**Funded IP**" means any Inventions or other intellectual property rights in Inventions, Related Patent Rights, and copyrights that are (i) generated during the IP and Revenue Sharing Agreement Term (defined in Section 10 below) and arising (in whole or in part) from the use of funding provided directly or indirectly by LLS, or (ii) created, conceived or first reduced to practice, constructively or actually, by any Investigator (1) in the course of performing the Sponsored Research during the Term or (2) within twelve (12) months thereafter relating to the Sponsored Research.

e. "**Gross Revenue**" means any and all revenues or other consideration (including, but not limited to, Equity) received by Sponsoring Institution resulting from or related to (i) a grant of license, option or other rights to Funded IP (including, but not limited to, the right to negotiate or obtain), (ii) Commercialization of, any Funded IP; or (iii) enforcement of Sponsoring Institution's rights in the Funded IP (including, without limitation, any claims, suits and proceedings, and threatened claims, suits or proceedings, and any judgments and settlements awarded or resulting from the same).

f. "**Invention**" means any idea, invention, concept, data, design, development, discovery, formula, information, improvement, process, procedure, protocols (pre-clinical or clinical), method, trade secret, technique, material (including, but not limited to, any chemical or biological material), technology, result, study data, cell line, compounds, probe, products, assays, sequence or other know-how, whether or not patentable, and any physical embodiments of any of the foregoing.

g. "**Investigator**" means the Grantee, as well as any other staff member, employee, or student of Sponsoring Institution who will participate in Sponsored Research under the direction of the Grantee.

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h. **“Net Revenue”** means Gross Revenue less (i) the Administrative Fee; and (ii) all un-reimbursed, reasonable out-of-pocket patent prosecution costs that Sponsoring Institution incurs in obtaining Related Patent Rights covering and/or embodied by Funded IP.

i. **“Related Patent Rights”** means (i) any United States or foreign patent application that pertains to a Funded IP, or the equivalent of such application, (ii) any patents issuing on such patent applications, (iii) any foreign counterparts of such patent applications and patents, and (iv) all divisions, continuations, continuations-in-part, patents of addition, substitutions, registrations, reissues, reexaminations, or extensions of any kind with respect to any of the foregoing.

2. **Rights to Funded IP.** As between LLS and Sponsoring Institution, title to, and responsibilities for, any Funded IP will reside in the Sponsoring Institution. All patent and other expenses for obtaining and maintaining Related Patent Rights will be borne by Sponsoring Institution. Should Sponsoring Institution choose not to pursue Related Patent Rights, it must promptly notify LLS and provide LLS with the opportunity to do so, in the Sponsoring Institution’s name, at least thirty (30) days (or such other mutually-agreed-upon timeframe) before any deadline for filing for, or maintaining, any Related Patent Rights. Further, within ten (10) days of the effective date of this IP and Revenue Sharing Agreement, the Sponsoring Institution must provide LLS with a copy of its intellectual property policy that requires the Investigator to assign to the Sponsoring Institution all of the Investigator’s rights, title, and interest in and to any Funded IP. If Sponsoring Institution lacks such a policy, then Sponsoring Institution will (a) immediately notify LLS of this fact; and (b) cause the Investigator to assign to the Sponsoring Institution all of the Investigator’s rights, title, and interest in and to any Funded IP on a form of assignment approved by LLS in advance. Sponsoring Institution hereby grants to LLS a non-exclusive, non-transferable (except under Section 4.2 of the Terms), sub-licensable worldwide and royalty-free license under the Funded IP for non-commercial research purposes only.

3. **Patent Protection.** Sponsoring Institution agrees to promptly notify LLS in writing of its decision to file for patent or other legal protection of Funded IP and, upon written request to Sponsoring Institution, Sponsoring Institution shall provide LLS with a list of Related Patent Rights. These obligations will not limit Sponsoring Institution’s reporting obligations under Section 5 of the Terms.

4. **Abandonment.** In the event that Sponsoring Institution desires to abandon any Related Patent Rights, Sponsoring Institution will notify LLS promptly and in any event at least thirty (30) days in advance of any deadline for any required action relating to the filing, prosecution, or maintenance of such Related Patent Rights. At such time, Sponsoring Institution will provide LLS with the opportunity to file for, prosecute and maintain the Related Patent Rights in the Sponsoring Institution’s name. This opportunity will be subject to the Sponsoring Institution’s obligations to all other sponsors of research, including, but not limited to, the Federal Government.

5. **Payments.** Sponsoring Institution shall pay LLS ten percent (10%) of all Net Revenue. For clarity, Sponsoring Institution acknowledges that the percentage in the preceding sentence applies irrespective of any third-party funding contributed to the Commercialization of a Funded IP or Related Patent Rights. Where Net Revenue is in the form of Equity, concurrent with the initial issuance of such equity, Sponsoring Institution will ensure that all such Equity is issued or transferred directly to LLS, and has the same, rights, preferences and privileges as the Equity issued or transferred to Sponsoring Institution. Nothing contained herein will restrict or prevent LLS from selling the rights to any royalties due or payable under this Agreement to a third party. Any sale, assignment or transfer of royalties relating to the Funded IP or Related Patent Rights by Sponsoring Institution shall be subject to LLS prior written consent, not to be unreasonably withheld.

6. **Audit Rights.** LLS in its sole discretion may itself and/or through its agents audit Sponsoring Institution’s books and records to verify Sponsoring Institution’s compliance with this IP and Revenue Sharing Agreement during Sponsoring Institution’s regular business hours. Sponsoring Institution will make such books and records available to LLS within ten (10) days of when LLS notifies Sponsoring Institution of its exercise of the audit right in this Section 6. Sponsoring Institution agrees that if the audit uncovers a shortfall in the amounts paid to LLS of greater than 5% between what Sponsoring Institution paid to LLS and what Sponsoring Institution owes LLS for the Commercialization of Funded IP or Related Patent Rights, then Sponsoring Institution must pay LLS within ten (10) days of when the audit is completed (a) all amounts necessary to cover the shortfall; and (b) all costs that LLS incurs in conducting the audit.

7. Efforts. Sponsoring Institution agrees to exert its best efforts to (a) develop and Commercialize the Funded IP and Related Patent Rights, consistent with Sponsoring Institution's standard practices; and (b) to provide all necessary assistance and cooperation to LLS when LLS chooses to file for Related Patent Rights as described in Sections 2 and 4 in this IP and Revenue Sharing Agreement. Sponsoring Institution shall act in good faith not to take any actions designed to reduce Payments to LLS under Section 5 and recognizes LLS relies on such Payments to further its charitable mission.

8. Third-Party Exploitation. If Sponsoring Institution grants a third party rights under any Related Patent Rights and/or to commercialize any Funded IP, then Sponsoring Institution will include provisions in the applicable agreement obligating the counterparty to exercise its rights under Related Patent Rights and/or Commercialize the Funded IP in a diligent manner and include appropriate diligence requirements and milestones and appropriate consequences for any failure to achieve such diligence requirements, the right to provide progress and financial reports to LLS, and maintenance of adequate insurance. Sponsoring Institution will provide LLS with a copy of the fully executed agreement promptly upon execution of such license and further provide LLS with the reports received from the counterparty under said agreement. All such third-party documents shall be subject to protection pursuant to the confidentiality provisions of Section 14.10 of the Agreement. Sponsoring Institution will use reasonable efforts to obtain a limitation of liability and indemnification of LLS by the applicable counterparty either through the agreement or through a separate letter agreement.

9. Dispute Resolution. Disputes between the parties arising under this IP and Revenue Sharing Agreement will be resolved pursuant to the dispute resolution procedures set forth in Section 13 of the Terms of the Agreement.

10. Term. The term of this IP and Revenue Sharing Agreement begins as of the Effective Date and continues until the later of (a) the last of the patents and patent applications within the Related Patent Rights expires or is abandoned in all countries, or (b) Sponsoring Institution receives revenues or other consideration (including, but not limited to, equity) resulting from or related to (i) a grant of license, option or other rights to (including, but not limited to, the right to negotiate or obtain), or (ii) Commercialization of, any Funded IP or Related Patent Right ("**IP and Revenue Sharing Agreement Term**"). For the avoidance of doubt, this IP and Revenue Sharing Agreement Term survives the expiration or termination of the Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Sponsoring Institution and LLS have caused this IP and Revenue Sharing Agreement to be executed as of the Effective Date.

THE LEUKEMIA & LYMPHOMA SOCIETY, INC.

SPONSORING INSTITUTION

By: _____

By: _____

Name: Gordon Miller Jr.

Name: _____

Title : Chief Financial Officer

Title: Technology Transfer Official

Date: _____

Email: _____

Date: _____

THE LEUKEMIA & LYMPHOMA SOCIETY, INC.

By: _____

Name: Lee Greenberger, PhD

Title: Chief Scientific Officer

Date: _____

APPENDIX C

The Leukemia & Lymphoma Society's Conflicts Disclosure Form

Below, please describe any financial or other conflicts of interest related to the subject matter of the Sponsored Research that Sponsoring Institution and/or Grantee may have. Conflicts may include, without limitation:

- Sponsoring Institution has granted a third-party rights to develop and/or commercialize IP or technology related to the subject matter of the Sponsored Research.
- Sponsoring Institution, Grantee, or other investigators have a financial interest in the outcome of the Sponsored Research. These interests could include the receipt of royalties from, or ownership of equity in, third parties that may have the right to develop and/or commercialize the results of the Sponsored Research.
- Grantee or other investigators are providing consulting services related to the subject matter of the Sponsored Research.

IN WITNESS WHEREOF, Sponsoring Institution has caused this Conflicts Disclosure to be executed as of the Effective Date.

SPONSORING INSTITUTION

By: _____

Name: _____

Title: Technology Transfer Official _____

Email: _____

Date: _____

GRANTEE

By: _____

Name: _____

Date: _____