

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 Funding 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 E and forming part of this Funding Agreement.

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

1.5 “**Budget**” means the budget for the Funded Objective provided in the Application.

1.6 “**Clinical Trials**” mean trials relevant to the IMPACT Program to benefit blood cancer patients.

1.7 “**Funded Institution Investigator**” means an Investigator affiliated with the Funded Institution.

1.8 “**Funded Objective**” means the plan to enhance Clinical Trial enrollment to include those whose trial activity will occur mainly at community oncology centers, with a secondary goal of increasing recruitment of minority, economically disadvantaged, and rural patients in several Clinical Trials, as described in the Application.

1.9 “**IMPACT Director**” means [INSERT NAME], under whose direction the Funded Objective will be conducted, or any substitute mutually agreed upon by Funded Institution and LLS in accordance with Section 3.2.

1.10 “**IMPACT Program**” or “**Influential Medicine Providing Access to Clinical Trials**” means a consortium of Investigators from one or multiple not-for-profit institutions who are seeking to bring clinical trials to patients at community oncology settings.

1.11 “**Investigator**” means the IMPACT Director, as well as any other staff member, employee, or student of Funded Institution or a Participating Institution who will participate in the Funded Objective under the direction of the IMPACT Director.

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

1.13 “**Participating Institution**” means any not-for-profit institution included in the Application, or added at a later date during the Funding Term with the sole written approval of LLS, who may be participating in the Funded Objective along with the Funded Institution.

1.14 **“Participating Institution Investigator”** means an Investigator affiliated with a Participating Institution.

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

1.16 **“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.

2. Term and Termination.

2.1 Term. The term of this Funding 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 (**Funding Agreement 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 Funded Institution fails to meet any of its material obligations under either (a) this Funding Agreement, including its integrity obligations under Section 8, or its compliance obligations under Section 7 of this Funding Agreement or (b) the IP and Revenue Sharing Agreement, and does not remedy such failure within thirty (30) days following receipt of written notice thereof from LLS, then LLS, in addition to and without limiting any other rights or remedies that may be available to it, will have the right to terminate this Funding Agreement effective upon provision of written notice thereof to Funded Institution, and Funded Institution shall provide a pro-rated refund of monies.

2.3 Termination for Non-Compliance. If Funded Institution breaches Section 7 (Compliance), LLS may immediately terminate this Funding Agreement upon written notice to Funded 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 Convenience. Funded Institution acknowledges that LLS’s continued funding of the Funded Objective is contingent on the availability of funds and the progress of the Funded Objective. Accordingly, LLS will have the right to unilaterally terminate this Funding Agreement at any time in its sole discretion by giving thirty (30) days’ advance written notice thereof to Funded Institution.

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

2.6 Termination by Mutual Consent. LLS and Funded Institution may terminate this Funding Agreement at any time by mutual written consent.

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

2.8 Surviving Provisions. The provisions of this Section 2.8 and Sections 2.2, **Error! Reference source not found.**, 2.7, 3.1 (with respect to clause (a) of the third sentence therein), 3.3, **Error! Reference source not found.**, 5, 6.1, 6.2, 6.3, 7-14 of this Funding Agreement and all defined terms used herein will survive the termination or expiration of this Funding Agreement indefinitely. For the avoidance of doubt, the IP and Revenue Sharing Agreement attached as Appendix A, including the royalty obligations therein, will remain in full force and effect until it expires

or is terminated in accordance with the terms set forth therein regardless of any expiration or termination of this Funding Agreement.

3. Funded Objective.

3.1 Performance. Subject to the terms of this Funding Agreement, Funded Institution through IMPACT Director and other Investigator(s) agrees to perform the Funded Objective in accordance with the Budget. The may be modified from time to time by mutual agreement of LLS and the IMPACT Director, provided that any changes in the Funded Objective will be set forth in writing and approved by both LLS and Funded Institution. Funded Institution must ensure that Investigator(s) does not enter into any agreement or participate in any activity that would prohibit the disclosure of the Funded Objective. Funded Institution shall be responsible for obtaining and providing all appropriate staff, laboratories, materials, offices, equipment, and other facilities to conduct the Funded Objective substantially in accordance with the Application and in compliance with all Applicable Law.

3.2 IMPACT Director.

3.2.1 The Funded Objective will be overseen by the IMPACT Director. Funded Institution must promptly notify LLS if the IMPACT Director ceases to serve in such role during the Term for any reason, with such notification detailing whether the IMPACT Director is taking a leave of absence from Funded Institution; relocating or transferring to a different research institution; or is otherwise incapacitated or departing the Funded Institution.

3.2.2 If IMPACT Director is taking a leave of absence of greater than thirty (30) days, Funded Institution may request suspension of the Funded Objective or appointment of another investigator to serve as interim IMPACT Director pending IMPACT Director'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 Funded Objective until the return of IMPACT Director, and the Term will be extended for a period equal to the duration of the suspension.

3.2.3 If IMPACT Director is incapacitated or retiring, Funded Institution may name a substitute IMPACT Director (who will thereafter be referred to as IMPACT Director for purposes of this Funding Agreement), within thirty (30) days of the then current IMPACT Director's withdrawal from the Funded Objective 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 Funded Objective, assignment of this Funding Agreement, or a substitute IMPACT Director (as applicable), LLS may terminate this Funding Agreement in accordance with Section 2.4.

3.3 Investigator(s) Obligations. Funded Institution will require the Investigator(s) to acknowledge the provisions of Sections 3.1, 3.2, 5.1, 5.4, 5.5, 7, 8, 9 and 10 of this Funding Agreement ("Investigator Obligations"). Funded Institution will be responsible for Investigator(s)'s compliance with such provisions, and any breach by Investigator(s) of any Investigator Obligations will be deemed a breach by Funded Institution.

4. Assignment.

4.1 Assignment. LLS may assign this Funding Agreement, in whole or in part, without Funded 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 Funding 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 Funding Agreement. Except as set forth in Section 4.1, Funded Institution may not assign this Funding 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 Funding Agreement as described in this Funding Agreement, Funded Institution will submit and will ensure that IMPACT Director, submits the reports described in this Section 5, and participates in an annual site visit. **Please refer to the chart on Cover Sheet for detailed report submission dates.**

5.1 Progress Reports. IMPACT Director will submit Progress Reports by December 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 Funded Institution and LLS if, for example, the agreement is extended or terminated early). 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”). Funded 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 Funded Institution. This IP Disclosure Report must be submitted by December 1st of each year during the Funding Agreement Term and the IP and, except for the final year of the Funding Agreement Term, when it is due within sixty (60) days of when this Funding Agreement expires (or, such other date as mutually agreed upon by Funded 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>. **Notwithstanding the foregoing, in the event that a patent application that claims a Funded IP (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 Funded Institution will send LLS a copy of the patent application no later than thirty (30) days after the filing date. In addition, in the event that at any time during the IP and Revenue Sharing Agreement Term a Funded IP is disclosed to Funded Institution, but Funded Institution determines not to file any patent applications with respect to such Funded IP, Funded Institution, within thirty (30) days of such determination, shall send to LLS a copy of such invention disclosure. The IP Disclosure Reports required in this Section 5.2 will also refer to any applicable filings or invention disclosures.**

5.3 Financial Reports. Funded Institution will have its financial officer submit annual financial reports each year of the Term detailing how the LLS funds provided under this Funding 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. Funded Institution must submit a cumulative final financial report within sixty (60) days of when this Funding Agreement expires (or, such other date as mutually agreed upon by Funded 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 Funded Institution agrees to repay to LLS any portion of the grant from LLS that is not used for the Funded Objective and to return to LLS any unexpended grant funds at the end of each year during the Term.

5.4 Publication Reports. IMPACT Director 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 Funded 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 Funded Objective in the quarter. Publications reports must be submitted through the online portal at <http://lls.fluxx.io>.

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

5.6 Goals. The IMPACT Director will submit a report each year, in accordance with the Cover Sheet, during the term of this Agreement (or, such other date as mutually agreed upon by Funded Institution and LLS if, for example, the agreement is extended or terminated early). reports must use the most current template provided by LLS and must be submitted through the online portal at <http://lls.fluxx.io>.

5.7 Safety and Regulatory. Funded Institution shall notify LLS promptly and provide all related communications as to any regulatory or safety issue associated with the Funded Objective, 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.

5.8 Notice as to Third Parties Disputes. As soon as practicable, but no later than fifteen (15) business days from receipt of notice by Funded Institution, Funded 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 Funded Objective. Funded Institution shall further provide LLS with updates summarizing status as well as a summary of any related outcome, upon request.

6. Funding. In consideration for the performance by Funded Institution of its obligations under this Funding Agreement, and subject to LLS's rights to withhold funding and/or terminate this Funding Agreement as described in this Funding Agreement, LLS will provide Funded Institution funding in accordance with the Cover Sheet. Funded Institution acknowledges that it must limit indirect costs as set forth in the Cover Sheet. Funded Institution will not be obligated to expend funds in excess of those provided under this Funding Agreement to conduct the Funded Objective.

6.1 Timing. Payments will be mailed or sent via ACH or wire on or about the last day of each calendar quarter (December, March, June, and September) to the Funded 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 and Financial Disclosures). 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 Funded Institution to make restitution to LLS in the event of transfer or premature termination of the Funding Agreement. **Please refer to the chart on Cover Sheet for a detailed payment schedule.**

6.2 Disbursements. The Funded Institution will be responsible for disbursing funds to the IMPACT Director 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 writing, and in strict compliance with the Budget. The funding restrictions set forth in the Cover Sheet will apply. Subject to such restrictions, Funded 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 Funding Agreement cannot be duplicated by funds received by the Funded Institution and Investigator(s) from any other sources, but the funds from other sources may be used to supplement support.

7. Compliance.

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

7.2 Infrastructure for Community Clinical Trials. Funded Institution will ensure that IMPACT Director obtains prior written approval from the Funded 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 Funding Agreement and (b) after such approval is obtained. Funded Institution shall provide to LLS all subsequent correspondence received from the IRB. Any such approvals, and subsequent correspondence, must be forwarded to LLS within ten (10) days of approval or receipt of such subsequent correspondence.

7.3 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 Investigator(s) 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. Investigator(s) and Funded Institution Integrity.

8.1 Research. Funded Institution acknowledges that Research Misconduct by Investigator(s) 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. Funded Institution will cause Investigator(s) to follow the Funded Institution's policies as they relate to Research Misconduct. Funded 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. Funded Institution will cause Investigator(s) to comply with Funded 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. Funded 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. Funded Institution represents and warrants that, except as described on Appendix B, neither Funded Institution nor Investigator(s) has any financial or other conflicts of interest related to the subject matter of this Funding Agreement. On an annual basis, Funded Institution shall, and shall cause Investigator(s) 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 Funded Objective 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 Funding 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 Funding 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 Funding Agreement; and (ii) exercising its rights under this Funding 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 Funded Objective 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 Funding Agreement and any breach thereof.

9.5 Ownership and Disposition. All Confidential Information disclosed pursuant to this Funding Agreement will be and remain the property of the Discloser. Upon expiration or termination of this Funding

Agreement, if requested by Discloser and subject to any rights expressly granted under this Funding 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 Investigator(s) 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 Funded Institution, it is the responsibility of the Funded Institution to subcontract with (those) CRO(s) or Participating Institution(s) on the same terms agreed to in this Funding Agreement with LLS. Upon request, Investigator(s) 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. Funded Institution will, and will ensure that Investigator(s) acknowledges the support of LLS in any releases to the media regarding accomplishments made through support by LLS grant funds. The Funded Institution and the Investigator(s) 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. Funded Institution will, and will ensure that Investigator(s) 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 Funded Objective.

10.3 Acknowledgments. Funded Institution will, and will ensure that Investigator(s) will, include the following credit in any advertising, promotion, publication, presentation, and/or exhibition produced by Funded Institution or Investigator(s) related to the Funded Objective: "*Supported by The Leukemia & Lymphoma Society.*" Presentations or posters at meetings at which LLS 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. Funded Institution will ensure that Investigator(s) will make all reasonable efforts to attend and participate in events when requested by LLS. In addition, when support for the Funded Objective is, in part or whole, provided by a donor to LLS, Funded Institution agrees, and will ensure that Investigator(s) agrees, as a condition of receiving funds under this Funding 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. Funded Institution shall cause Investigator(s) to cooperate with LLS after termination of this Funding Agreement to determine how LLS funding 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 Funding Agreement and providing funds to Funded Institution, LLS assumes no responsibility for any of the activities of the Funded Objective, including any acts or omissions of the Investigator(s). Funded Institution will indemnify, defend, and hold LLS, its affiliates, directors, officers, agents, and successors, and assigns harmless from any and all claims, damages, costs, and expenses that may arise as a result of the Funded Objective and the activities of the Investigator(s) in connection with this Funding 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 Funded Institution's state, if applicable.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS FUNDING AGREEMENT OR THE IP AND REVENUE SHARING 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 FUNDED 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 FUNDING AGREEMENT, THE IP REVENUE SHARING AGREEMENT OR THE RIGHTS GRANTED HEREUNDER OR THEREUNDER, 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 Funding 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, subject to Section 14.8, either Party may pursue available legal remedies.

13.4 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 Funding 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. Funded Institution and IMPACT Director will have the sole right, in accordance with the Funded Objective and this Funding Agreement, to conduct, direct, and control the Funded Objective.

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 Funded 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 Funding 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 expressed or implied.

14.4 Amendment; Waivers. This Funding 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 Funding Agreement and/or the IP and Revenue Sharing 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 Funding 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 Funding 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 Funding 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 Funding 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 Funding 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 Funding 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 Funding 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 Funding 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 Funding 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 Funding Agreement. Wherever the word "including" or "include" will appear in this Funding Agreement, such term will be construed to mean "including" or "include, without limitation," as the case may be.

APPENDIX A

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 IP (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 IP 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 IP. As the funding provided by LLS creates value through the creation of Funded IP, the Funded Institution shall share the revenues it receives from the use and/or licensing of the Funded IP, which share LLS would use to further its mission.

This Invention, Patent, Commercialization, Intellectual Property and Revenue Sharing Agreement ("**IP and Revenue Sharing Agreement**") forms part of the accompanying Funding Agreement between LLS and the Funded Institution, dated as of October 1, 2022 and executed concurrently herewith ("**Funding Agreement**"). Although intended to be consistent with the Funding Agreement, the terms of this IP and Revenue Sharing Agreement supersede any conflicting or inconsistent terms of the Funding 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 Funding 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. "**Background IP**" means Inventions conceived in research conducted at or by employees of Funded Institution prior to or outside of the performance of the Funded Objective and without the use of funding provided under the Funding Agreement. Background IP includes, without limitation, those Inventions identified on Exhibit 1 attached to this IP and Revenue Sharing Agreement.

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

d. "**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.

e. "**Funded IP**" means any Inventions or other intellectual property rights (including, without limitation, copyrights) that both (i) are generated or made (whether conceived or reduced to practice, actually or constructively) during the IP and Revenue Sharing Agreement Term (defined in Section 10 below) and (ii) arise (in whole or in part) in the course of performing the Funded Objective by or under the direction of any Investigator, or otherwise from the use of funding provided directly or indirectly by LLS. For clarity, Funded IP includes Modified Background IP, but does not include Background IP that is not otherwise Modified Background IP.

f. "**Gross Revenue**" means any and all revenues or other consideration (including, but not limited to, Equity) received by Funded Institution resulting from or related to (i) a grant of license, option or other rights to Funded IP or Related Patent Rights (including, but not limited to, the right to negotiate or obtain a license, option or such other rights), (ii) Commercialization of any Funded IP or Related Patent Rights; or (iii) enforcement of Funded Institution's rights in the Funded IP or Related Patent Rights (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). For clarity, when Funded Institution grants to a third party a license, option or other rights to Funded IP or Related Patent Rights together with a license, option or other rights to other intellectual property owned or

controlled by Funded Institution that is neither Funded IP nor Related Patent Rights (including where such other intellectual property is Background IP that is not otherwise Modified Background IP), Gross Revenue resulting therefrom shall be limited to the portion of revenue or other consideration received by Funded Institution that is allocated, in good faith by the Funded Institution, to the applicable Funded IP, based on the fair value contribution of each of the Funded IP and such other intellectual property.

g. “**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.

h. “**Investigator**” means the IMPACT Director, as well as any other staff member, employee, or student of Funded Institution who will participate in Funded Objective under the direction of the IMPACT Director.

i. “**Modified Background IP**” means (i) Background IP that is reduced to practice in the conduct of the Funded Objective or through the use of funding provided under the Funding Agreement, (ii) improvements, derivatives or modifications to Background IP which improvements or modifications are made, conceived or reduced to practice in the conduct of the Funded Objective or through the use of funding provided under the Funding Agreement, or (iii) data or other information generated both (x) in relation to or through the use of Background IP and (y) in the conduct of the Funded Objective or through the use of funding provided under the Funding Agreement, which data or other information is necessary or useful for the further manufacture, development, commercialization or use for commercial purposes of any method, compound, molecule, device or product that is part of or included in such Background IP.

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

j. “**Related Patent Rights**” means (i) any United States or foreign patent application that pertains to any 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 Funded Institution, title to, and responsibilities for, any Funded IP will reside in the Funded Institution. All patent and other expenses for obtaining and maintaining Related Patent Rights will be borne by Funded Institution. Should Funded Institution choose not to pursue Related Patent Rights, it must promptly notify LLS and provide LLS with the opportunity to do so, in the Funded Institution’s name, at least thirty (30) days (or such other mutually-agreed-upon timeframe) before any deadline for filing for, or maintaining, any such Related Patent Rights. Further, within ten (10) days of the effective date of this IP and Revenue Sharing Agreement, the Funded Institution must provide LLS with a copy of its intellectual property policy that requires the Investigator to assign to the Funded Institution all of the Investigator’s rights, title, and interest in and to any Funded IP. If Funded Institution lacks such a policy, then Funded Institution will (a) immediately notify LLS of this fact; and (b) cause the Investigator to presently assign to the Funded Institution all of the Investigator’s rights, title, and interest in and to any and all Funded IP on a form of assignment approved by LLS in advance. Funded 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.** Funded 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 Funded Institution, Funded Institution shall provide LLS with a list of Related Patent Rights. These obligations will not limit Funded Institution’s reporting obligations under Section 5 of the Terms.

4. **Abandonment.** In the event that Funded Institution desires to abandon any Related Patent Rights, Funded 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, Funded

Institution will provide LLS with the opportunity to file for, prosecute and maintain the Related Patent Rights in the Funded Institution's name. This opportunity will be subject to the Funded Institution's obligations to all other sponsors of research, including, but not limited to, the Federal Government.

5. Payments. Funded Institution shall pay LLS ten percent (10%) of all Net Revenue. For clarity, Funded Institution acknowledges that the percentage in the preceding sentence applies irrespective of any third-party funding contributed to the discovery, development or commercialization of Funded IP or Related Patent Rights. Where Net Revenue is in the form of Equity, concurrent with the initial issuance of such equity, Funded 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 Funded Institution. Nothing contained herein will restrict or prevent LLS from selling the rights to any royalties due or payable under this IP and Revenue Sharing Agreement to a third party. Any sale, assignment or transfer of royalties relating to the Funded IP or Related Patent Rights by Funded 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 Funded Institution's books and records (including, without limitation, each Investigator's books and records) to verify Funded Institution's compliance with this IP and Revenue Sharing Agreement during Funded Institution's regular business hours. Funded Institution will make such books and records available to LLS within ten (10) days of when LLS notifies Funded Institution of its exercise of the audit right in this Section 6. Funded Institution agrees that if the audit uncovers a shortfall in the amounts paid to LLS of greater than 5% between what Funded Institution paid to LLS and what Funded Institution owes LLS for the Commercialization of Funded IP or Related Patent Rights, then Funded 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. Funded Institution agrees to exert its best efforts to (a) develop and Commercialize the Funded IP and Related Patent Rights, consistent with Funded 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. Funded 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 Funded Institution grants a third party rights under any Related Patent Rights and/or to commercialize any Funded IP, then Funded 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. Funded 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 Funding Agreement, *mutatis mutandis*. Funded 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 Funding Agreement, *mutatis mutandis*.

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) Funded 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 Funding Agreement.

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

THE LEUKEMIA & LYMPHOMA SOCIETY, INC.

FUNDED 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 A – Annex 1

Background IP and Third Party Rights Disclosure

Background Intellectual Property Disclosure

Is **Background IP** expected to be used in performance of the Funded Objective? Yes No.

If Yes, please complete the table below.

Please list any **Background IP** that Funded Institution expects to use in the performance of the Funded Objective: (please add additional rows as needed)

Title of Invention w/ Institution Case Number	Inventor(s)	Patent Filings (If Applicable)	Date of Filing(s)	Status of Background IP (Not Filed/ Filed/Licensed/Optioned/Abandoned/Patent Granted)	Third Party(ies) Has or Will Have Rights to Background IP? (Yes/No)	Name of Third Party(ies) & Nature of Third Party(ies) Rights (If Licensed or Optioned)

Third Party Rights Granted Disclosure

Has the Funded Institution granted or is Funded Institution obligated to grant to any third party any rights in or to Funded IP or Related Patent Rights resulting from the performance of the Funded Objective? Yes No.

If Yes, please complete the table below. (please add additional rows as needed)

Model System (Cell line, Mouse Model, Patient Sample, etc.)	Drug/Compound/Antibody/Other Modulator	Other Essential Reagents	Name of Third Party Source	Type of Agreement Executed
				-Material Transfer Agreement -Option -License -Right of First Refusal -Sponsored Research Agreement -Other
				-Material Transfer Agreement -Option -License -Right of First Refusal -Sponsored Research Agreement -Other
				-Material Transfer Agreement -Option -License -Right of First Refusal -Sponsored Research Agreement -Other

APPENDIX B

The Leukemia & Lymphoma Society's Conflicts and Other Disclosures Form

Below, please describe any financial or other conflicts of interest **related to the Funded Objective** that Funded Institution and/or Investigator(s) may have. Conflicts may include, without limitation:

- Funded Institution, IMPACT Director, or other Investigators performing the Funded Objective have a financial interest **related to the Funded Objective**. If you answer 'Yes' to any of these questions in (1), please provide more details in (2) and/or (3).

- as a result of standard policies of the Funded Institution intellectual property policies related to an agreement (Material Transfer Agreement [MTA], Option, License, Sponsored Research Agreement [SRA], Collaboration Research Agreement, Right of First Refusal, etc.) between Funded Institution and a third party.

Yes No

- as a result of a separate agreement between a third party and the Funded Institutions, IMPACT Director, or other Investigators.

Yes No

- Are any of the Funded Institution, IMPACT Director, or other Investigators presently receiving or a party to an in-process or planned transaction to obtain consideration, including but not limited to royalties and/or equity through a license, option, or other agreement or other consideration of value, **related to the Funded Objective**?

Yes No

If Yes, please describe:

- IMPACT Director or other Investigators are providing consulting, advisory, or other services **related to the Funded Objective** including any standard sponsored research agreement between a third party and the IMPACT Director or other Investigators.

- Receive consulting fees?

Yes No

If Yes, please describe:

- Participate in a Clinical Trial or on a Data Safety Monitoring Board or advisory board?

Yes No

If Yes, please describe:

- Have a leadership or fiduciary role in any other board, society, committee, or advocacy group, paid or unpaid?

Yes No

If Yes, please describe:

- Other financial or non-financial interests?

Yes No

If Yes, please describe:

- With respect to any disclosed conflicts, does the Funded Institution have a conflicts management plan in place with the Investigators to review and manage such conflicts?

Yes

No

If Yes, please provide a copy of such conflicts management plan.

Funded Institution has confirmed that it has answered the above questions both with respect to the IMPACT Director and other Investigators conducting the Funded Objective.

IN WITNESS WHEREOF, Funded Institution has caused this Conflicts and Other Disclosures Form to be executed as of the Effective Date.

FUNDED INSTITUTION

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

IMPACT DIRECTOR

By: _____

Name: _____

Date: _____

APPENDIX C

The Leukemia & Lymphoma Society's Influential Medicine Providing Access to Clinical Trials (IMPACT) Program Policy on Replacement of Clinical Trials

All of the Clinical Trials within an IMPACT Program are meant to contribute substantially to the overall Funded Objective, which is to enhance clinical trial enrollment to include those whose trial activity will occur mainly at community oncology centers, with a secondary goal of increasing recruitment of minority, economically disadvantaged, and rural patients in Clinical Trials. The IMPACT Program should have a substantial set of trials available at community centers (or should be working towards that goal). Clinical Trials available to community patients (at their community center) should be feasible so that many of the trial activities occur at the community center. In addition, these trials should be expected to have substantial impact on participating patients. Though observational trials and sample collection trials are acceptable, the majority of the trials should be interventional. IMPACT Director may discuss with LLS any changes during the funding period, but at a minimum, changes must be discussed in the annual progress report. LLS scientific staff will evaluate the quality and potential impact of the clinical trials, and this may include discussions with LLS Medical and Scientific Affairs Oversight Committee physician-scientists or other experts. In the event that one or more clinical trial(s) is deemed unsatisfactory as an IMPACT-associated trial, LLS staff will work with the IMPACT Director to rectify this. Though unlikely, it remains within LLS's rights to reduce funding, delay payment, and/or terminate the grant for noncompliance.

APPENDIX D

Application

See attached