

DATED the 5th day of January 2024

BETWEEN

INSTITUTE OF MOLECULAR AND CELL BIOLOGY,
A*STAR RESEARCH ENTITIES

AND

TIKVA ALLOCELL PTE LTD

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COLLABORATIVE JOINT LABORATORY AGREEMENT

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COLLABORATIVE JOINT LABORATORY AGREEMENT

THIS JOINT LAB AGREEMENT is made on the 5th day of January 2024

BETWEEN

INSTITUTE OF MOLECULAR AND CELL BIOLOGY, A*STAR RESEARCH ENTITIES (Co. Reg No. 199702110H) of 61 Biopolis Drive, Proteos, Singapore 138673 ("**IMCB**") of the first part;

AND

TIKVA ALLOCELL PTE LTD. (Co. Reg. No. 202327698Z), of 11 Collyer Quay, #17-00 The Arcade, Singapore 049317 (hereinafter referred to as "**TIKVA**"), of the second part.

(IMCB and TIKVA shall hereinafter be singularly referred to as the "Party" and collectively referred to as the "Parties".)

RECITALS

- (A) IMCB is a national research institution based in Singapore and funded by the Agency for Science, Technology and Research ("A*STAR") and has considerable knowledge, expertise and experience in, inter alia, the field of developing humanised mouse technologies and models.
- (B) TIKVA is a commercial company and has an interest, expertise and proprietary technologies and know-how in the field of chimeric antigen receptor T cells and cancer therapies.
- (C) IMCB and TIKVA hereby agree to jointly establish, fund, operate and manage a joint laboratory to be known as IMCB/TIKVA Joint Laboratory ("JOINT LAB") to undertake research and development activities and collaborative projects in certain fields as identified in this Joint Lab Agreement.
- (D) The Parties agree to enter into this Joint Lab Agreement in order to define the terms and conditions on which JOINT LAB will be established, managed and operated; and to regulate the collaborative projects undertaken pursuant to this Joint Lab Agreement and arising from JOINT LAB.

NOW THEREFORE IT IS HEREBY AGREED as follows:-

1. DEFINITIONS

In this Joint Lab Agreement, unless otherwise expressly provided, the following terms shall have meanings ascribed to them below.

"Advisory Panel" means the strategic governance committee established in accordance with Clause 3.1.

"Affiliates" means: (i) an organisation, which directly or indirectly controls either Party; or (ii) an organisation which is directly or indirectly controlled by either Party; or (iii) an organisation, which is controlled, directly or indirectly, by the ultimate parent company of either Party. The term "control" as used herein means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting security or by contract or otherwise. The term 'Affiliate' with regard to

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IMCB shall include A*STAR, Accelerate Technologies Pte Ltd ("**Accelerate**") and all research institutes and centres funded and managed by A*STAR.

"**A*STAR**" means the Agency for Science, Technology and Research.

"**Background IP**" means all IP owned or controlled by each Party and which was conceived or reduced to practice either (a) prior to commencement of the work performed pursuant to a Project; or (b) outside the scope of the work performed pursuant to a Project and which is introduced to or disclosed for the Project or otherwise supplied by each Party and which is expressly documented by each Party.

"**Confidential Information**" means the terms of this Joint Lab Agreement and any and all information, data, designs, memoranda, models, prototypes, and/or other material whether of scientific, technical, commercial, financial or other nature, furnished to or obtained by a Party from the other Party under this Joint Lab Agreement in written, oral or other tangible form clearly marked or designated as "Confidential" or by words of similar import. Information communicated by a disclosing party orally or visually shall be summarized in writing, marked "Confidential" and delivered to the receiving party within fourteen (14) days of such communication failing which such information shall not constitute Confidential Information.

"**Deliverables**" means the results and deliverables to be produced by the Project Parties under each Project as specified in the Project Plan.

"**Effective Date**" means the date first written above.

"**Intellectual Property**" or "**IP**" means all Know-How and intellectual property rights (including without limitation copyrights, designs, semiconductor layout designs and trade secrets) worldwide arising under statutory or common law, and whether or not perfected.

"**Know-How**" means any methods, techniques, processes, discoveries, inventions, innovations, unpatentable processes, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information which is secret, and identified or identifiable in a tangible form.

"**Party**" means either IMCB or TIKVA.

"**Parties**" means both IMCB and TIKVA collectively.

"**Project**" means a project undertaken between IMCB and TIKVA pursuant to this Joint Lab Agreement as specified in the Project Plan.

"**Project IP**" means all IP which was (i) discovered, developed, conceived or reduced to practice whether solely or jointly by the Parties or their employees, servants, invitees or agents in the course of a Project; and (ii) identified in writing and confirmed by both Parties.

"**Project Plan**" means the statement of work set out in Schedule 1 annexed hereto.

"**Term**" means the duration of this Joint Lab Agreement as stated in Clause 6.

2. OBJECTIVES AND AREAS OF COOPERATION

- 2.1 TIKVA agrees to collaborate with IMCB to jointly establish, fund, operate and manage JOINT LAB as defined in the terms of reference for JOINT LAB set out in Schedule 1 herein ("**JOINT LAB Framework**") and on the terms and conditions described in this Joint Lab Agreement.

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- 2.2 The objectives in setting up JOINT LAB are to undertake research and development relating to optimizing existing CAR-T cell therapy products and developing new cell therapy treatments for human cancers.
- 2.3 The Parties agree to collaborate with each other through undertaking joint projects in the area of research set out in Clause 2.2 above and as detailed in Schedule 1.
- 2.4 Either Party may sub-contract all or any part of the works to be undertaken by it pursuant to the Project Plan to its Affiliate(s) ("Approved Sub-contractor"), provided however that such Party shall:
- 2.4.1 ensure that nothing in its agreement with its Approved Sub-contractor shall in any way affect the rights and benefits accruing and accrued to and/ or enjoyed by the other Party under this Joint Lab Agreement;
- 2.4.2 procure that its Approved Sub-contractor and each of its employees involved in the sub-contracted works assign all of its legal and beneficial rights, interests and title in and to the Project IP in accordance with the terms and conditions of this Joint Lab Agreement;
- 2.4.3 be responsible for ensuring that any Approved Sub-contractor and or each of its employees involved shall be bound by confidentiality undertakings in a similar form to the obligations set forth in this Joint Lab Agreement in the event the other Party's Confidential Information is to be released to such Approved Sub-contractor.
- 2.4.4 be responsible for all acts and omissions of its Approved Sub-contractor in respect of the sub-contracted works in all aspects as if the said works were undertaken by itself.

3. GOVERNANCE FRAMEWORK

- 3.1 An Advisory Panel consisting of two (2) senior executives from each of IMCB and TIKVA shall be established jointly by the Parties. The Advisory Panel shall be responsible for setting the overall direction for the JOINT LAB.
- 3.2 The Advisory Panel shall be authorized to undertake the following tasks:-
- 3.2.1 guide the research direction of the JOINT LAB;
- 3.2.2 resolve any disputes that may arise under this Joint Lab Agreement in accordance with Clause 19;
- 3.2.3 monitor Project selection criteria;
- 3.2.4 recommend the filing of a patent application; and
- 3.2.4 review the progress of the JOINT LAB.
- 3.3 The Advisory Panel may meet as and when necessary to review progress in the implementation of the Projects, as well as discuss matters related to this Joint Lab Agreement.
- 3.4 The conduct of each Project and the daily operations of the JOINT LAB shall be managed and supervised by A/Prof Qingfeng Chen as IMCB Principal Investigator and Dr Ivan Horak as TIKVA Principal Investigator.
- 3.5 In the event that a Party's principal investigator becomes unable or unwilling to continue a given Project, that Party agrees to appoint a mutually acceptable successor within thirty (30) days of

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the unavailability of that Party's principal investigator, failing which any Party shall have the right to terminate this Agreement with immediate effect. Each Party shall be released from all obligations in respect of further performance of the terminated Agreement.

4. CONTRIBUTIONS OF THE PARTIES

- 4.1 In establishing the JOINT LAB, each Party agrees to contribute such resources in terms of funding, manpower, equipment, space, consumables, materials and the like as set out in the JOINT LAB Framework in Schedule 1.
- 4.2 Specifically, TIKVA agrees to make a non-refundable cash payment in an amount equivalent to Singapore Dollars two million and two hundred thousand (S\$ 2,200,000) (the "**TIKVA Cash Contribution**"), to IMCB as set out in the JOINT LAB Framework in Schedule 1. The TIKVA Cash Contribution will be paid in accordance with the time periods as set out in the JOINT LAB Framework. The TIKVA Cash Contribution shall be exclusive of goods and services tax and any other applicable taxes, if any, and all such taxes shall be borne by TIKVA, provided that each Party shall be liable for its own income tax obligations.
- 4.3 The TIKVA Cash Contribution shall be used principally to cover manpower, equipment costs and other consumables, over the term of this Joint Lab Agreement depending on the Projects to be undertaken and the requirements of the JOINT LAB. All rights, title and interest in any equipment and consumables purchased by IMCB with the TIKVA Cash Contribution as set out in the JOINT LAB Framework shall be owned by IMCB.
- 4.4 IMCB's contributions shall include scientific and operational support, provision of space for the JOINT LAB and infrastructure support as specified in Schedule 1.
- 4.5 The JOINT LAB space, facilities and any equipment supplied by IMCB shall be on an "as is" basis and IMCB does not make any warranty of any kind, express or implied in relation to the JOINT LAB space including but not limited any implied warranties of fitness for a particular purpose, merchantability or title. The ownership of all equipment or facilities supplied by IMCB pursuant to this Joint Lab Agreement shall remain with IMCB.
- 4.6 TIKVA shall not have a right to request IMCB, and IMCB is under no obligation to agree to any requests by TIKVA, to move the location of the JOINT LAB to any other location for any reason whatsoever. The location of the JOINT LAB shall be at the sole discretion of IMCB.
- 4.6 In respect of rights of use of and the access to the JOINT LAB, the employees or representatives of each Party who use the JOINT LAB (as the case may be) ("**Users**") shall abide by the rules as set out in **Schedule 2** herein, and which may be amended in writing from time to time by IMCB.
- 4.7 TIKVA shall remain responsible for its own equipment housed within the JOINT LAB and take out such insurance for its own equipment and Users as may be necessary for the use of the JOINT LAB. Upon the completion of the last Project undertaken pursuant to this Joint Lab Agreement, expiration or termination of the Joint Lab Agreement, whichever is earlier, TIKVA shall at its own cost and expense remove all its equipment from IMCB's premises.
- 4.8 The Parties will also abide by, and will procure that each Party's Users of the Laboratory abide by, the applicable safety regulations pertaining to the use of the Laboratory as may be set by IMCB. IMCB shall provide TIKVA with a current and updated version of such regulations and inform TIKVA of any revisions to the same.
- 4.9 As to the operational expenses of the Laboratory and maintenance of equipment,

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4.9.1 The cost of consumables (e.g. research reagents, mice) specific to a Project conducted within the Laboratory shall be borne by the funding for that Project.

4.9.2 Each Party shall remain responsible for and shall maintain their respective equipment housed within the Laboratory.

5. COLLABORATIVE FRAMEWORK

5.1 IMCB and TIKVA have identified specific projects which would form the subject matter of the Projects, as detailed in Schedule 1. The Parties may, from time to time, identify further specific projects which have not been detailed in Schedule 1 to form the subject matter of a further Project subject to mutual agreement and execution of a written amendment agreement. It is anticipated that the Projects will make inventive, and/or technical contributions to the development of Project IP.

5.2 In consideration of the mutual covenants and promises herein, the Parties hereby agree to undertake each Project with due diligence and skill and care in the performance of the Project Plan, and at all times to act in a professional and ethical manner to achieve the due completion of the Project.

5.3 The Parties recognise that, owing to the research nature of the work to be undertaken in respect of the Projects, completion within the period of performance or within the limits of financial support allocated cannot be guaranteed. Both Parties shall exercise reasonable efforts in the performance of each Project in accordance with the agreed scope of works.

5.4 Each Party shall obtain all relevant ethics and other approvals as may be relevant for its participation in any Project.

5.5 TIKVA agrees to cooperate with IMCB in good faith and do all things reasonably necessary to enable IMCB to comply with the terms and conditions stipulated in the letter of award to be issued by A*STAR to IMCB in relation to a grant ("**Grant**") which may be awarded to IMCB by A*STAR after the date of this Agreement, which (should the grant be awarded) shall be deemed to be incorporated into this Agreement by reference.

6. CONTRACT DURATION

This Joint Lab Agreement shall become effective and binding on the Effective Date and shall remain in force and effect for a period of one (1) year, unless earlier terminated in accordance with its terms or extended by the Parties' agreement in writing.

7. PUBLICITY

7.1 Neither Party shall issue any press release relating to this Joint Lab Agreement without obtaining the prior written consent of the other Party. Prior to being released or made, a copy of all press releases which a Party intends to issue or make regarding this Joint Lab Agreement shall be provided to the other Party for approval, which approval shall not be unreasonably withheld.

7.2 Nothing in this Clause 7 shall preclude the Parties from disclosing the fact of this Joint Lab Agreement and to identify this Joint Lab Agreement (including the details of the Projects and sums received hereunder) in its required reports to each Party's regulatory authorities and funding agencies.

8. CARE AND USE OF CONFIDENTIAL INFORMATION

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- 8.1 Each Party agrees to use the Confidential Information of the other Party solely for the purposes of this Joint Lab Agreement. It is agreed that the transfer of Confidential Information by one Party to the other shall not be construed as a grant of any right or licence with respect to the information delivered except as set forth herein or in a duly executed licence agreement.
- 8.2 Each Party agrees that all Confidential Information communicated in connection with this Joint Lab Agreement shall be kept confidential by the Parties unless a prior specific written release has been obtained from the disclosing Party. Each Party agrees to make Confidential Information available only to those employees, professional and legal advisors ("**Representatives**"), who require access to it in the performance of any relevant Project under this Joint Lab Agreement, and to inform its respective Representatives of the confidential nature of such information and their obligation to protect such confidentiality. Each Party shall exert reasonable efforts, no less than the protection given to its own confidential information, to maintain and to procure that its Representatives maintain such information in confidence. This obligation of confidentiality shall continue to survive for a period three (3) years from the date of the expiration or termination of this Agreement under which the Confidential Information was disclosed, whichever date is earlier.
- 8.3 Both Parties agree that the obligations of confidentiality as set forth in this Clause 8 shall not apply to any:
- 8.3.1 information which is, or was already known to the receiving Party at time of disclosure to it; or
 - 8.3.2 information which, after disclosure to the receiving Party under this Joint Lab Agreement, is published or otherwise generally available to the public otherwise than through any act, default or omission by the receiving Party of its obligations hereunder; or
 - 8.3.3 information which can be established by tangible evidence was independently developed by the receiving Party without the use of or reference to the disclosing Party's Confidential Information; or
 - 8.3.4 information which is required to be disclosed to governmental or regulatory bodies or to a court of competent jurisdiction pursuant to any written law, provided, however, that such disclosure is limited to that which is required to be disclosed, provided that the disclosing Party under this Section 8.3.4 uses its reasonable efforts to try and obtain a protective order to avoid having to disclose such information, and provided that the disclosing Party shall notify the other Party of such requirement as soon as practicable; or
 - 8.3.5 information which is disclosed to the receiving Party by a third party without restriction and without breach of the confidentiality obligations under this Joint Lab Agreement by the receiving Party.
- 8.4 It is agreed that either Party may disclose all or any part of the other Party's Confidential Information to its Affiliates, governmental ministries, statutory boards and organs of government such as the Auditor-General's Office on the basis that such Party shall procure that such Affiliates shall also agree to treat the information as confidential and abide by the same obligations under Clause 8 of this Joint Lab Agreement.
- 8.5 The receiving Party shall, upon the request of the disclosing Party, destroy or return to the disclosing Party its Confidential Information except that the Receiving Party shall be permitted to retain one copy of such Confidential Information in its archival files for the purpose of regulatory compliance or legal files so that any continuing obligations to the Disclosing Party may be determined, provided, always, that the receiving Party shall not be liable to the disclosing Party for any failure or inability to carry out or discharge its obligations under this Agreement as a result

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of the destruction or return of the Confidential Information.

- 8.6 Without prejudice to any other rights and remedies, the receiving Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the provisions of this Clause 8; accordingly, the receiving Party agrees that the disclosing Party shall be entitled to the remedies of injunction and specific performance for any threatened or actual breach of the provisions of this Clause 8 by the other Party or others for which such Party is responsible.

9. INTELLECTUAL PROPERTY

- 9.1 All rights, title and interests to Background IP shall remain with the Party introducing or disclosing the same and shall remain unfettered by this Joint Lab Agreement. Each Party grants to the other Party the right to use its Background IP for the purposes of the Project during the term of this Agreement and for no other purposes except as provided in this Joint Lab Agreement.
- 9.2 All rights, interests and title to the Project IP shall be governed by the following provisions:
- 9.2.1 The Parties shall own the Project IP as joint tenants ("Joint Owners"). TIKVA agrees and accepts that IMCB will assign or otherwise transfer to A*STAR its share of the legal and beneficial ownership in the Project IP without any reference to TIKVA or any obligation to obtain TIKVA's consent.
- 9.2.2 The Joint Owners hereby agree to appoint TIKVA as the lead party (hereinafter referred to as "IP Lead Party") to undertake the filing, prosecution and maintenance of all applications for the registration of patents, trademarks, designs and copyrights (where applicable) for the protection of the Project IP in the joint names of the Parties or their assignees. It is agreed that TIKVA shall have the first option to be the IP Lead Party.
- 9.2.3 The Joint Owner agrees to give the IP Lead Party reasonable assistance in the filing, prosecution and maintenance of all applications for the registration of the Project IP including without limitation patents, and will cause to be executed all assignments and other instruments and documents as may be necessary or appropriate.
- 9.2.4 The other Joint Owner shall give the IP Lead Party reasonable assistance in the filing, prosecution and maintenance of all applications for the registration of the Project IP including without limitation patents, and will cause to be executed all assignments and other instruments and documents as may be necessary or appropriate.
- 9.2.5 The Joint Owners shall bear all expenses incurred in the filing, prosecution and maintenance of all applications for the registration of the Project IP equally, unless otherwise expressly agreed in writing. The IP Lead Party shall use reasonable efforts to keep the other Joint Owner informed prior to the filing and maintenance of all such applications. The IP Lead Party shall maintain adequate records showing all expenses incurred, which shall be made available to the other Joint Owner for inspection on reasonable notice. In the event that the IP Lead Party anticipates the possibility of any extraordinary expenditure of more than Singapore Dollars Twenty-five Thousand only (S\$25,000) arising from the preparation, filing, prosecution or maintenance of any application, it shall provide the other Joint Owner with full particulars and shall discuss with the other Joint Owner a mutually acceptable course of action prior to incurring, such expenditure. The IP Lead Party shall be entitled to receive reimbursement from the other Joint Owner for its share of the expenses within sixty (60) days of the other Joint Owner receiving an invoice from the IP Lead Party in respect of such expenses.

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- 9.2.6 Each Joint Owner may elect to discontinue its obligation to pay or reimburse expenses associated with any such applications relating to Project IP within any particular country upon sixty (60) days written notice to the other Joint Owner(s), and the first Joint Owner's obligation to share in the said expenses shall cease immediately after the sixty (60) days' written notice period. Where any Joint Owner elects not to seek or maintain any application relating to the registration of the Project IP in any particular country or not to share in the expenses thereof in any country, the other Joint Owner shall have the right to seek or maintain such protection in such country in the joint names of the Joint Owners at its expense and will have full control over the prosecution and maintenance thereof. In such event, the Joint Owner choosing not to seek or maintain any application relating to the registration of the Project IP or bear its share of the expenses will not lose its title to such Project IP but shall have no further right to commercialise, or license for use on a commercial basis or use patents in respect of the Project IP for commercial purposes or receive any proceeds from the commercial exploitation of the Project IP.
- 9.2.7 Subject to Clause 9.2.8, each Joint Owner shall have the free and unfettered right to use, commercialise and license to third parties the Project IP for any purpose without seeking the consent of, and accounting to, the other Joint Owner. The aforesaid right to use the Project IP shall extend to all research centres and institutes funded and managed by A*STAR. It is agreed that any new Intellectual Property conceived or reduced to practice by the aforesaid use of the Project IP shall be the property of the Joint Owner developing or inventing the same and the owner shall be entitled to deal with the said Intellectual Property at its absolute discretion.
- 9.2.8 IMCB represents and warrants that its relevant Affiliate shall grant an exclusive option to TIKVA, subject to terms and conditions to be negotiated and mutually agreed in writing, to take (A) an exclusive, worldwide royalty bearing, revocable for cause licence to IMCB's rights and interest in the Project IP (save for Know-How comprised in the same which is subject to clause 9.2.9) to make, use, offer for sale, sell, import, develop, manufacture and commercialize any product or services incorporating the Project IP; (B) a non-exclusive license to IMCB's rights and interest in the Background IP to the extent required for the sole purpose of enabling the practice of the Project IP as aforesaid. The Parties agree and acknowledge that the exact Project IP and Background IP to be licensed, quantum of licensing fees, rate of royalty, nature of the licensed products and licensed services (if any), duration of any licence, field and territory, to which the Project IP (save for Know-How which will be subject to clause 9.2.9) and Background IP is to be applied as well as other terms shall be defined with more particularity in the licence agreement to be concluded.
- 9.2.9 In the event that any Know-How relating to cell therapies for the treatment of cancer, in vivo and in vitro models, methods, and assays for the development of such therapies is discovered, developed, conceived or reduced to practice in the course of undertaking a Project under this Joint Lab Agreement and such Know-How is capable of being documented in writing in a clear and well defined manner, TIKVA has the option to request IMCB to, and upon such request, the Parties shall enter into (and in the case of IMCB, to require the relevant Affiliate to enter into) good faith discussions for an exclusive license of the particular Know How. Any grant of such licence shall be subject always to terms and conditions to be mutually agreed in writing.
- 9.2.10 Subject to Clause 9.2.9, the options under Clause 9.2.8 and 9.2.9 (the "Options") may be exercised by TIKVA by written notice to IMCB at any time during the Term and within ninety (90) days after the end of the Term (the "Option Period") and a licence agreement shall be concluded as soon as practicable and in any event, within ninety (90) days of the date of the exercise of the Options, unless mutually agreed otherwise in writing by

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TIKVA and IMCB. During the Option Period, and notwithstanding that Parties may not have succeeded in concluding a license agreement within the aforesaid ninety (90) days' period, IMCB undertakes not to act in a manner that is inconsistent with its obligation to procure the grant of the Options and not to grant any rights to, or enter into any agreements or arrangements with, any third parties (i) to make, use, offer for sale, sell, import, develop, manufacture and commercialize any product or services incorporating the Project IP, or; (ii) which are otherwise inconsistent with the Options.

- 9.2.11 Notwithstanding the grant of options under Clause 9.2.8 and 9.2.9, the Singapore Government and all Singapore public sector agencies shall have a royalty-free, irrevocable, worldwide, perpetual and non-exclusive right to use any Project IP for their statutory functions, non-commercial and/or research and development purposes.

10. COLLABORATION

- 10.1 For the avoidance of doubt, it is agreed that notwithstanding the terms and conditions of this Joint Lab Agreement, each Party will have the following rights:
- 10.1.1 to conduct any research or development work in any field (including work relating to the research contemplated under this Joint Lab Agreement) independently of the other Party, whether by itself or in collaboration with any other party;
 - 10.1.2 to continue existing commitments or to make new ones; and
 - 10.1.3 to use, exploit (including sub-licensing) or otherwise take advantage of its Intellectual Property rights (other than the Project IP which shall be subject to the terms and conditions of this Joint Lab Agreement).

11. PUBLICATION

- 11.1 Either Party may publish at any symposia, national, international or regional professional meeting or in any journal, thesis, dissertation, newspaper or otherwise of its own choosing, the findings, methods and results derived from the Project, but shall always be subject to due observance of this Clause 11.
- 11.2 The Party intending to make the publication specified in Clause 11.1 above ("**the Publishing Party**") shall furnish to the other Party ("**the Other Party**") copies of such proposed publication or presentation in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. The Other Party shall, within fourteen (14) days of receipt of the proposed publication or presentation, forward its written objections to the same either (i) because there is patentable subject matter that needs protection and/or (ii) there is Confidential Information (as defined in this Joint Lab Agreement) or patentable information of the Other Party contained in the proposed publication or presentation. If no objection is made to the proposed publication or presentation within the stipulated time, the Publishing Party shall be free to proceed with the publication or presentation.
- 11.3 Confidential Information identified by the Other Party, which is governed by Clause 8, shall be deleted from the proposed publication or presentation unless the Other Party considers the Confidential Information to be patentable information, in which case it will be treated as set forth in the following sub-Clause.
- 11.4 In the event that the Other Party objects to any such publication or presentation on the basis that the same would disclose patentable information belonging to the Other Party, the Publishing Party shall refrain from making such publication or presentation for a further period

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of sixty (60) days from date of receipt of such objection in order for the relevant patent application(s) to be filed.

- 11.5 Each Party shall, in any publications or presentations that it makes in relation to the methods, results and findings of the Project, acknowledge the Other Party's contributions to the Project.

12. WARRANTIES AND LIABILITIES

- 12.1 Each Party represents and warrants that it has the right to enter into this Joint Lab Agreement and provide the materials and services described herein. TIKVA represents and warrants that it has the right to use and grant IMCB the right to use the Background IP and equipment introduced and required by either Party for the conduct of any Project. Except for the foregoing, neither of the Parties makes any representations, conditions or warranties, either express or implied with respect to any information, the Background IP, the work performed pursuant to this Joint Lab Agreement and/or Project IP developed under this Agreement. Without limiting the generality of the foregoing, both Parties expressly disclaim any implied warranty, condition or representation that the said information, the Background IP and/or Project IP:

12.1.1 shall correspond with a particular description;

12.1.2 is of a merchantable satisfactory quality;

12.1.3 is fit for a particular purpose; or

12.1.4 is durable for a reasonable period of time.

- 12.2 Nothing in this Joint Lab Agreement shall be construed as a warranty by either of the Parties:

12.2.1 that anything made, used, sold or otherwise disposed of in connection with the Background IP disclosed or introduced or that the Project IP developed is or will be free from infringement of patents, copyrights, trademarks, industrial designs or other intellectual property rights of any third party; or

12.2.2 an obligation on either of the Parties to bring or prosecute or defend actions or suits against or by third parties for infringement of patents, copyrights, trademarks, industrial designs or other intellectual property or contractual rights, whether in connection with the Background IP or Project IP developed or otherwise.

- 12.3 No action, whether in contract or tort (including negligence) or otherwise arising out of or in connection with this Joint Lab Agreement, may be brought by a Party against the other more than three (3) years after the cause of action has accrued.

- 12.4 Except for death or personal injuries caused by negligence, in no event shall either Party, whether as a breach of contract, tort or otherwise, have any liability to the other or to a third party for any indirect, special, incidental or consequential damages.

- 12.5 Notwithstanding anything to the contrary, IMCB's total and cumulative liability, however arising, shall not exceed the amount of cash payment received by IMCB from TIKVA.

13. USE OF NAMES

Except as set out in Clause 7 of this Joint Lab Agreement, neither of the Parties shall use the name, image, trademark, icon, or other symbol of the other Party and its Affiliates without prior written approval of the other Party.

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With respect to the rights of use and access to the JOINT LAB, each Party agrees that its representatives shall adhere, at all times, to all applicable rules, regulations, policies and procedures of IMCB. Each Party hereby confirms that to the best of its information, knowledge, and belief all its representatives who are engaged in Projects have the necessary skills, expertise and training, to perform their obligations under this Joint Lab Agreement.

15. INDEPENDENT CONTRACTOR

15.1 In the performance of the Projects, each Party shall be deemed to be an independent contractor and, as such, no Party shall be entitled to any benefits applicable to employees of the other Party.

15.2 Unless specified herein, no Party is authorised or empowered to act as an agent for or legal representative of any of the other Party for any purpose and shall not on behalf of the other Party have any right, power or authority to enter into any contract, warranty or, representation as to any matter or create any obligation or responsibility of any kind, express or implied on behalf of the other Party.

16. TERMINATION

16.1 Either of the Parties shall be entitled to terminate this Joint Lab Agreement immediately by notice in writing to the other Party (but without prejudice to any rights either Party may have against the other arising prior to such termination) if any of the events set out below shall occur. The said events are:

16.1.1 if the other Party shall commit any material breach of any of its obligations under this Joint Lab Agreement and shall fail to remedy such breach (if capable of remedy) within thirty (30) days after being given notice by the first Party so to do; or

16.1.2 If the other Party (being a company) shall go into liquidation whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation with the consent of the first Party, such consent not to be unreasonably withheld) or if the other Party shall have an administrator appointed or if a receiver, administrative receiver or manager shall be appointed over any part of the assets or undertaking of the other Party.

16.2 Pursuant to Clause 3.5, either Party shall be entitled to terminate this Agreement if the events specified in Clause 3.5 occur, in which case both Parties shall be relieved of their obligations herein (except for the obligations described in Clause 16.5 and any other obligations that are expressed to survive termination of this Agreement) and shall have no liability whatsoever to the other Party in respect of such termination.

16.3 Except as expressly provided herein, termination of this Joint Lab Agreement by a Party for any reason shall not affect the rights and obligations of the Parties which have accrued prior to the effective date of termination of this Joint Lab Agreement. Termination of this Joint Lab Agreement, however effected, shall not release the Parties from their rights and obligations under Clauses 7, 8, 9, 11, 12, 13, 16.3, 16.4, 19, 20, 22 and 24 of this Joint Lab Agreement or which have accrued prior to termination.

16.4 Without prejudice to any claims for damages that either Party may be entitled to upon termination or expiration of this Joint Lab Agreement, each Party shall return all materials of the other party in its possession, including, without limitation, Confidential Information of the other Party, within thirty (30) days from the date of request of the other Party.

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- 16.5 IMCB shall be entitled to terminate this Agreement immediately by notice in writing in the event that the Grant is suspended, revoked or terminated for any reason whatsoever, in which case IMCB shall have no liability whatsoever to TIKVA in respect of such termination.

17. ASSIGNMENT

- 17.1. Except as expressly provided for in this Joint Lab Agreement, neither Party shall assign any right or novate, charge, delegate, sub-license or sub-contract any obligation or otherwise dispose of or transfer any of its rights or obligations under this Joint Lab Agreement without the written permission of the other Party which permission may not be unreasonably withheld or delayed.

- 17.2 It is agreed that if at any time after the date of this Joint Lab Agreement the functions and operations of IMCB are assigned, merged, transferred into or otherwise forms part of another organization of A*STAR ("**the New Entity**"), such that the New Entity takes over the whole or substantially the whole of IMCB's operations, then it is agreed that IMCB may:

17.2.1 at its option, assign or novate this Joint Lab Agreement in its entirety to the New Entity which will then assume all of IMCB's rights and obligations hereunder; or

17.2.2 assign all or any part of its rights hereunder to the New Entity.

18. FORCE MAJEURE

- 18.1 Neither Party shall be liable for delays in delivery or performance when caused by any of the following which are beyond the actual control of the delayed Party: (i) acts of God, (ii) acts of the public enemy, (iii) acts or failure to act by another Party, (iv) acts of civil or military authority, (v) governmental priorities not directly instituted by A*STAR and/or its Affiliates, (vi) hurricanes, (vii) earthquakes, (viii) fires, (ix) floods, (x) epidemics, (xi) embargoes, (xii) war, and (xiii) riots (hereinafter referred to as the "**Force Majeure Event**").

- 18.2 The respective obligations of each Party in relation to the affected Project shall be suspended during the time and to the extent that the affected Party is prevented from complying therewith by a Force Majeure Event provided that such Party shall have given written notice thereof, specifying the nature and details of such event and the probable extent of the delay to the other Project Parties.

- 18.3 In case of a Force Majeure Event, the time for performance required by a Party under this Agreement shall be extended for any period during which the performance is prevented by the event. However, the other Party may terminate this Agreement by notice if such an event prevents performance continuously for more than thirty (30) days.

19. DISPUTE RESOLUTION

- 19.1 The Parties agree to attempt to settle any claim or controversy arising out of this Joint Lab Agreement through consultation and negotiation in good faith and spirit of mutual cooperation. Any dispute between the Parties relating to this Joint Lab Agreement will first be submitted in writing to a panel of two (2) senior executives of IMCB and TIKVA, who will promptly meet and confer in an effort to resolve such dispute. Each Party's executive will be identified by notice to the other Party, and may be changed at any time thereafter by notice to the other Party. Any agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party may then refer such dispute to arbitration in accordance with Clause 19.2.

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- 19.2 Any dispute which cannot be resolved by amicable settlement by the process described in Clause 19.1 above shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of a single arbitrator. The language of the arbitration shall be in English. Any award made hereunder shall be final and binding upon the Parties and judgment on such award may be entered into any court of tribunal having jurisdiction hereof.

20. GOVERNING LAW

The validity and interpretation of this Joint Lab Agreement and the legal relation of the parties to it shall be governed by the laws of Singapore.

21. NOTICE

- 21.1 Any notice to be given by any Party to this Joint Lab Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post to the addressee at the address or facsimile number of the other Party set out below or as may be notified by the other Party from time to time:

(i) IMCB

Address : 61 Biopolis Drive, Proteos, Singapore
138673
Email : qchen@imcb.a-star.edu.sg
Attention : Dr Qingfeng Chen

With a copy to:
IMCB Agreements
agreements@imcb.a-star.edu.sg

(ii) TIKVA

Address : 11 Collyer Quay, #17-00 The Arcade,
Singapore 049317
Email : ihorak@tikvaallocell.com
Attention : Dr Ivan Horak

- 21.2 Any notice sent by facsimile shall be deemed served when despatched and any notice served by prepaid registered post shall be deemed served forty-eight (48) hours after despatch thereof. In proving the service of any notice it will be sufficient to prove in the case of a letter that such letter was properly stamped addressed and placed in the post or delivered or left at the current address if delivered personally and in the case of a facsimile transmission was duly despatched to the facsimile number of the addressee given above or subsequently notified for the purposes of this Joint Lab Agreement.

22. ENTIRE AGREEMENT

Unless otherwise expressly specified, this Joint Lab Agreement, including the various Schedules referred to therein (all of which shall be deemed to form part of this Joint Lab Agreement) constitute the entire agreement between the Parties concerning the subject matter hereof. All prior written agreements respecting the subject matter hereof are void. No amendment to this Joint Lab Agreement shall be binding on the Parties unless agreed to and executed in writing thereto by each of the Parties.

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- 23.1 No exercise or failure to exercise or delay in exercising any right power or remedy vested in any Party under or pursuant to this Joint Lab Agreement shall constitute a waiver by that Party of that or any other right power or remedy.
- 23.2 The Parties shall co-operate with each other and execute and deliver to the other such instruments and documents and take such other action as may be reasonably requested from time to time in order to carry out and confirm the rights and the intended purpose of this Joint Lab Agreement.
- 23.3 In the event that any term, condition or provision of this Joint Lab Agreement is held to be a violation of any applicable law, statute or regulation the same shall be deemed to be deleted from this Joint Lab Agreement and shall be of no force and effect and this Joint Lab Agreement shall remain in full force and effect as if such term condition or provision had not originally been contained in this Joint Lab Agreement. Notwithstanding the above in the event of any such deletion the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.
- 23.4 This Joint Lab Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute but one and the same agreement.
- 23.5 The recitals and schedules of this Joint Lab Agreement shall form an integral part of this Joint Lab Agreement.
- 23.6 The governing language of this Joint Lab Agreement shall be the English language.

24. THIRD PARTY CONTRACTS ACT

Except for the parties identified in Clauses 8, 9 and 17 who shall each have a direct right of enforcement of the benefit conferred upon them under the said Clauses, the Parties do not intend that any term of this Joint Lab Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise, by any person or entity who is not a party to this Joint Lab Agreement.

25. TRANSFER OF MATERIALS

In the event either Party ("Transferor") transfers any material to another Party ("Recipient") for the purposes of a Project, such material shall not be used for any other purpose whatsoever without the prior written consent of the Transferor and the Recipient shall return any unused material to the Transferor at the completion or early termination of the Project unless otherwise instructed in writing by the Transferor. Transferor's right to the material remains unaffected by this Joint Lab Agreement.

[Remainder of page intentionally left blank]

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AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED by)
)
for and on behalf of **INSTITUTE OF**)
MOLECULAR AND CELL BIOLOGY,)
A*STAR RESEARCH ENTITIES)
)
in the presence of:)

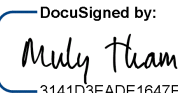
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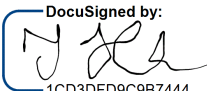
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Name of Witness: Sharon Tan
Title of Witness: Senior Admin Manager

DocuSigned by:

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Name: Dr Su Xinyi
Title: Acting Executive Director
Date:

SIGNED by)
)
for and on behalf of **TIKVA ALLOCELL**)
PTE LTD)
)
in the presence of:)

DocuSigned by:

3141D3EAD61647F...
Name of Witness: Muly Tham
Title of Witness: Director, Research Program Management

DocuSigned by:

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Name: Ivan Horak
Title: Founder and CEO
Date: