

MATERIAL TRANSFER AGREEMENT

between

Name of Organisation

Address

Country

VAT No: [please insert]

(hereinafter called “**Organisation**”)

and

Boehringer Ingelheim International GmbH

Binger Strasse 173

55216 Ingelheim am Rhein

Germany

(hereinafter called “**BI**”)

(the parties individually referred to as a “**Party**” and collectively as the “**Parties**”).

Whereas, BI wishes to receive Samples (as hereinafter defined) from Organisation in the course of the Study (as hereinafter defined);

Whereas, the Parties intend to consider the possibility of a business relationship with respect to receiving Material and Method from the Organisation to perform high throughput synthesis at BI with a 96-building blocks library to assess the synthetic method provided by the Organisation

Now, therefore, it is agreed as follows:

1. DEFINITIONS

In this Agreement, the following words and expressions shall be construed as follows:

- 1.1 “**Affiliates**” means any company or business entity controlled by, controlling, or under common control with BI. For this purpose, “control” means direct or indirect beneficial ownership of at least fifty percent (50 %) interest in the voting stock (or the equivalent) of such company or business entity or possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of any such company or business entity (whether through ownership of securities or partnership or other ownership interests, by contract, or otherwise).
- 1.2 “**Information**” means any non-confidential documentation or other visual, oral, written and/or electronic information, which shall include the chemical structure of the Sample(s), data and know-how provided by one Party and/or its Affiliates to

the other Party and/or generated pursuant to the Agreement. Without limiting the foregoing.

- 1.3 **“Confidentiality Period”** means the period of **one (1)** month from the Effective Date during which the Confidential Information must not be disclosed and be kept confidential.
- 1.4 **“Purpose”** The Purpose of this Agreement is to allow BI or any of its Affiliates to perform the Study using Study Materials and/or to explore the possible establishment of a future business relationship.
- 1.5 **“Results”** means all data, documentation, analyses, information, know-how, inventions and discoveries, whether protectable or not,
(a) derived from the Study Materials and/or
(b) arising from or generated in the course of the evaluation and testing conducted under the Study as well as all reports pertaining thereto.
- 1.6 **“Samples”** means Material and/or Methods provided by the Organisation in Appendix 1.
- 1.7 **“Study”** means the program of work as described in **Appendix 1 “Study Plan”** attached hereto.
- 1.8 Material and/or Methods are either reagents or catalysts that will be shipped to BI and/or experimental conditions used to perform the Study proposed by the Organisation. Both will be shared in the Appendix 1.
- 1.9 **“Study Materials”** means, individually or collectively, any or all Samples, and any or all Information related thereto.

2. CONTACT PERSONS

- 2.1 **Organisation Contact Person.** Organisation hereby nominates as the individual responsible for all scientific and technical questions addressed to Organisation by BI.
- 2.2 **BI Contact Person.** BI hereby nominates Oleg Borodin as the project director who shall be responsible for receiving the Samples and Information and for co-ordinating all work to be conducted under the Study.

3. TRANSFER OF MATERIAL

- 3.1 **Delivery of Samples and Information.** Within sixty (60) days of full execution of this Agreement, Organisation shall provide BI or its Affiliates with Information and the adequate quantities of Sample to perform the experiment covered by the Study plan which in general means less than one **gram (<1g) of** Samples, if applicable. Samples shall be delivered free of charge DAP **[Address]**, in accordance with Incoterms 2020. Along with its supply of Samples Organisation shall provide BI or its Affiliates with information as reasonably requested by BI for BI or its Affiliates to complete the Study, including without limitation a material safety data

sheet and relevant and necessary information available to Organisation concerning the safety, handling, use, disposal and environmental effects of the Samples.

- 3.2 **Access to Samples.** BI agrees to maintain the Samples in its possession under adequate safeguards against release to unauthorised third parties or for any unauthorised use. BI shall not use the Samples in any in vivo experiments on human subjects or for other purposes not agreed to by the Parties in the Study Plan. If the Samples are provided to an Affiliates of BI, BI ensures that such Affiliates complies with the obligations under this Section 3.2.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 **Existing Rights in or relating to Study Materials.** All patents, trade secrets and other intellectual property rights in or relating to the Study Materials (i) owned by or licensed to Organisation or its Affiliates prior to the Effective Date or (ii) developed or acquired by Organisation or its Affiliates or licensed to Organisation or its Affiliates independently from this Agreement shall, in relation to BI, remain vested in Organisation and neither this Agreement nor the conduct of the Study Plan hereunder conveys any right or interest in or relating to the Study Materials to BI, except for purposes hereunder, or impose any obligation on either Party to enter into any further agreement with the other Party relating to the Study Materials or Results. Notwithstanding the foregoing, BI shall be and shall remain the exclusive owner of any data, documents, know-how, information, substances and any other intellectual property (i) owned by or licensed to BI or its Affiliates prior to the Effective Date or (ii) developed or acquired by BI or its Affiliates or licensed to BI or its Affiliates independently from this Agreement (“**Background Intellectual Property**”) and this Agreement shall not affect the ownership of any Background Intellectual Property.
- 4.2 **Foreground IP.** BI acknowledges and agrees that all Results shall be solely owned by Organisation, together with any patents, trade secrets and other intellectual property rights in and to such Results or arising from the use of the Study Materials or Results (collectively, the “**Organisation Foreground IP**”). Organisation hereby grants to BI and its Affiliates a perpetual, irrevocable, worldwide, non-exclusive, fully paid-up, royalty-free license under the Results and the Organisation Foreground IP to access, use, reproduce, analyse and otherwise use the Results and Organisation Foreground IP for internal research and development purposes. Without limiting the foregoing, BI and its Affiliates shall have the right to retain, copy, aggregate, annotate, curate, process and use the Results, including any data, know-how and information comprised therein, for the development, training, testing, validation, improvement and operation of BI’s and its Affiliates’ internal computational, statistical, informatics and machine learning models, algorithms and prediction tools. Any commercial use by BI or its Affiliates of the Results or Organisation Foreground IP beyond the internal research and development rights expressly granted above shall be subject to a separate written agreement between the Parties, including fair and reasonable financial terms to be agreed in good faith.

Except for the rights expressly granted in this Section 4.2, no ownership right, title or interest in or to the Organisation Foreground IP is transferred to BI.

5. CONFIDENTIALITY

- 5.1 The Parties agree not to not share any Confidential Information. If a Party sees the need of sharing Confidential Information with the other Party, such Party shall, prior of providing any Confidential Information, inform the other Party about that need and discuss in good faith, if a continuation of the Project without sharing of Confidential Information would be possible and, if possible, such Party shall not share any Confidential Information. In case the discussions show that it is mandatory to share Confidential Information to continue the Project, the following regulations of this Article 5 shall apply.
- 5.2 The Party receiving Confidential Information ("**Receiving Party**") from the other Party ("**Disclosing Party**") shall keep all Confidential Information confidential during the Confidentiality Period and shall not
- (a) disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, or
 - (b) use the Confidential Information for any purpose other than for the performance of the Study.
- 5.3 Notwithstanding the foregoing, the Receiving Party shall have no confidentiality and non-use obligations with respect to any Confidential Information that
- (a) is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the Receiving Party,
 - (b) is already within the Receiving Party's possession at the time of disclosure thereof through no fault of the Receiving Party,
 - (c) is independently discovered or created by the Receiving Party prior to its disclosure by the Disclosing Party, or
 - (d) is or was received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party.
- 5.4 If the Receiving Party is legally compelled by applicable law, by any court, governmental agency or regulatory authority to disclose Confidential Information, the Receiving Party shall give prompt written notice of that fact to the Disclosing Party prior to disclosure, to the extent lawful and practicable and to take all reasonable efforts to minimize the scope of disclosure.
- 5.5 The Receiving Party shall use the Confidential Information as defined in the Purpose of this Agreement and shall not decompile, reassemble, reverse engineer or otherwise analyse any part of the Confidential Information of the Disclosing Party without Disclosing Party's explicit written consent.
- 5.6 The Receiving Party shall not input the Disclosing Party's Confidential Information into any generative AI system or program or any other AI-based applications,

including but not limited to machine learning models and natural language processing systems, without the prior written consent of the Disclosing Party, unless it is an internal, secure system or program.

- 5.7 Upon expiration or termination of the Agreement or upon Disclosing Party's request the Receiving Party shall without delay return or destroy all Confidential Information to the Disclosing Party without making or retaining any copies thereof.
- 5.8 Where – subject to a strict need-to-know requirement – employees of the Receiving Party, its Affiliates need to have access to Confidential Information in the course of performance of the Study, the Receiving Party shall impose confidentiality and non-use obligations not less stringent than set forth in the Agreement on its employees, Affiliates beforehand; however, this shall not relieve the Receiving Party of its obligations hereunder. For the avoidance of doubt, the Receiving Party shall remain responsible for all related acts and omissions of any such employee, Affiliate.
- 5.9 The Receiving Party undertakes to protect Confidential Information (including, but not limited to patent-relevant, scientific or technical information) against unauthorized access by third parties. If Confidential Information is communicated via Internet mail, BI offers free of charge a suitable technology at <http://guides.boehringer-ingelheim.com>.
- 5.10 The Receiving Party shall not use the Disclosing Party's or Disclosing Party's Affiliates' name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining Disclosing Party's written consent.
- 5.11 **Existence of Agreement.** Neither Party shall disclose the existence or nature of this Agreement to any third party, and neither Party shall use the name of the other in any publicity or advertising in connection with this Agreement without the other Party's prior written approval.

6. LIABILITY AND WARRANTIES

- 6.1 **Disclaimer.** Organisation does not represent, warrant or guarantee that the Study Materials are merchantable or satisfactory for any particular purpose, and Organisation hereby disclaims all warranties, express or implied, to such effect. Information provided hereunder does not certify, validate, imply or represent that any substances, products or compounds tested are fit for any use. Any use of Study Materials by BI or its relevant Affiliates shall be at the sole risk and responsibility of BI; provided, however, that Organisation shall indemnify BI and/or its Affiliates against any demands, claims, suits or actions against BI and/or its Affiliates arising out of or in connection with BI's or such Affiliates' use of the Study Materials to the extent caused by the failure of Organisation to supply to BI all information set forth in Section 3.1.
- 6.2 **Compliance with Law.** BI shall comply, and shall cause its relevant Affiliates to comply, with all laws, ordinances and regulations applicable to the handling, storage, use and/or disposal of Study Materials.

7. DATA PROTECTION

Due to the European General Data Protection Regulation 2016/679 (GDPR) additional agreements between BI and Organisation may be required. In order to comply with the data protection law, Organization, hence, is obliged to enter into any additional agreements with BI required by the applicable law. In case of abroad transfer of personal data to recipients seated outside the European Union/European Economic Area, which do not provide for an adequate data protection level, such contractual arrangements may include (i) the European Union's Standard Contractual Clauses/Standard Data Protection Clauses for the transfer of personal data to processors and/or controllers and/or (ii) any other agreement that competent data protection authorities have declared to be compulsory or acceptable to comply with data protection law obligations.

8. ANTI-BRIBERY/ ANTI-CORRUPTION

- 8.1 Organisation confirms that it has complied and will continue to comply with all applicable anti-bribery/anti-corruption laws and regulations ("**ABAC Regulations**") pertaining to Organisation's business relationship with BI or the execution of this Agreement.
- 8.2 Organisation ensures that any individual representing or acting on behalf of the Organisation in relation to the business relationship with BI or the execution of this Agreement acts in compliance with applicable ABAC Regulations.
- 8.3 Any violation of ABAC Regulations or Sections 8.1 and 8.2 constitutes a material breach of this Agreement and BI is entitled to suspend or terminate this Agreement if BI has reasonable grounds to believe that the Organisation has violated Sections 8.1 and 8.2 or applicable ABAC Regulations.

9. TRADE COMPLIANCE

- 9.1 The Parties acknowledge that any products, goods, software, technology (specific technical information necessary for the development, production or use of a product) and technical services provided by either Party under this Agreement (hereinafter "**Items**") may be subject to international, EU, U.S. or other applicable trade compliance and/or export control laws and regulations (hereinafter "**Laws**") restricting exports, re-exports, transfer or disclosures, regardless of the mode of provision. The Parties shall comply with all such Laws.
- 9.2 If the Item is subject to any restriction or license requirement under the Laws, the Parties shall notify each other about these restrictions accordingly. Upon request, the Parties shall cooperate with each other by providing information and other assistance necessary for the classification, export documentation, license determination, export licensing etc. of Items provided under this Agreement.

- 9.3 The Parties confirm that they are neither a Sanctioned Party in terms of UN, U.S., EU or any national Sanctioned Party List nor Controlled by a Sanctioned Party. The Parties notify each other without delay in case of any changes of this status.

10. TERM AND TERMINATION

- 10.1 **Term.** This Agreement is entered into as of XXX (“Effective Date”) and shall continue to be effective until XXX unless it is terminated earlier in accordance with Sections 10.2 or 10.3.
- 10.2 **Termination for Cause.** Either Party may terminate this Agreement by written notice with immediate effect for material breach by the other Party unless such breach has been remedied within thirty (30) days from receipt by the breaching Party of notice from the non-breaching Party regarding such breach.
- 10.3 **Termination without Cause.** BI has the right to terminate the Agreement at any time upon fourteen (14) days’ written notice to Organisation.
- 10.4 **Effects of Expiration or Termination.** Upon expiration or termination of this Agreement BI shall cease any use of the Study Materials. Within thirty (30) days of the conclusion of the Study, or expiration or termination of this Agreement for any reason, BI will destroy,
- (i) all unused Samples in BI’s possession or control, and all other documents and materials which are the property of Organisation; and
 - (ii) all information without retaining copies, except for one (1) copy which might be retained by BI in its archives for the sole purpose of monitoring its compliance with this Agreement.

11. MISCELLANEOUS

- 11.1 **Conflict with other Agreements.** Each Party warrants and represents that it has the right to enter into this Agreement and that the terms of this Agreement are not inconsistent with other contractual obligations it may have or with the policies of any entity with which it is associated.
- 11.2 **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the matters contained herein; superseding all prior oral or written understandings or communications between the Parties relating to the transfer of Study Materials, and it may be modified or amended only by written agreement signed by the Parties.
- 11.3 **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of any other provision hereof. Parties undertake to replace the invalid provision with another provision in order to effect the originally intended objectives of Parties as closely as possible.

- 11.4 **Assignment.** Neither Party may assign its rights or duties under this Agreement to any other party without the written approval of the other Party, except for assignments by BI to its Affiliates.
- 11.5 **Surviving Provisions.** The following provisions shall survive the expiration or termination of this Agreement: Article 1 (Definitions), Article 4 (Intellectual Property Rights), Article 5 (Confidentiality), Section 6.1 (Disclaimer), Section 10.4 (Effects of Expiration and Termination) and Article 11 (Miscellaneous).
- 11.6 **Governing Law and Jurisdiction.** In the event of any controversy or claim arising out of or relating to any provision of this Agreement the Parties shall first try to settle those conflicts amicably between themselves. This Agreement shall be governed exclusively by the laws of Germany, without regard to the conflict of laws provisions thereof. The application of the United Nations Convention on contracts for the International Sale of Goods (CISG) shall not apply to this Agreement. All disputes arising out of or in connection with this Agreement or related to its violation, termination or nullity shall be finally settled by the competent court in Frankfurt, Germany.
- 11.7 **Counterparts & Signature.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Parties agree that each may execute this Agreement and any amendment thereof by:
- (a) a hand-written signature on a hard-copy document;
 - (b) by an electronic signature (e.g., DocuSign®). Delivery by hardcopy, facsimile copy or electronically transmitted copy (e.g., Adobe PDF file format) of this Agreement or any amendment thereof shall be deemed valid and acceptable to Parties.

Boehringer Ingelheim International GmbH

[Full Legal Name of
Organisation]

ppa. / i. V.

ppa. / i. V.

[Title, first and last
name]

[Title, first and last
name]

[Title, first and last name]
[Job title, department]

[Job title, department]

[Job title, department]

Appendices:

Appendix 1: Study Plan

Appendix 1**Study Plan****Minimum application:**

1. Investigator:
2. Organisation:
3. Outline of the Study:
4. Material description (quantity, purity, Mol weight) - what will BI receive - If the Material is commercially accessible at standard chemical providers please add the cas # in the Method description below
5. Method description - how to use the Material – please provide precise experimental relevant conditions (concentration, solvent, temperature, catalysts, reagents, etc...) that you recommend to follow to perform the Study shared above