

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6515481

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE UNIVERSITY OF MELBOURNE	12/22/2020
RECEIVING PARTY DATA		
Name:	CLARITY PHARMACEUTICALS LTD	
Street Address:	4 CORNWALLIS STREET	
City:	EVELEIGH	
State/Country:	AUSTRALIA	
Postal Code:	2015	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17046053
CORRESPONDENCE DATA		
Fax Number:	(617)607-9200	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(617) 449-6543	
Email:	kkantorski@mccarter.com	
Correspondent Name:	MCCARTER & ENGLISH, LLP	
Address Line 1:	265 FRANKLIN STREET	
Address Line 4:	BOSTON, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	119134-02701	
NAME OF SUBMITTER:	BETTINA LENGSFELD	
SIGNATURE:	/Bettina Lengsfeld/	
DATE SIGNED:	01/26/2021	
Total Attachments: 20		
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Deed of Assignment

Date: 22-12-2020 16:27:13 AEDT

Parties

Full Name	The University of Melbourne a body politic and corporate established in 1853 and constituted under the <i>University of Melbourne Act 2009</i> (Vic)	ACN: 84 002 705 224
Address	Parkville, Victoria 3010	
Short Name	University	

and

Full Name	Clarity Pharmaceuticals Ltd	ACN: 36 143 005 341
Address	4 Cornwallis Street, Eveleigh, NSW 2015	
Short Name	Assignee	

Background

- A. The University owns the Patents.
- B. The University and the Assignee entered into the Term Sheet in anticipation of executing a more formal Patent Licence Agreement, under which the University granted the Assignee a licence of the Patents.
- C. A more formal Patent Licence Agreement was never signed, however the University has agreed to terminate the Term Sheet and assign the Patents to Assignee if the Assignee satisfied certain assignment conditions.
- D. The Assignee has satisfied the University's conditions for assignment and consequently the University and the Assignee agree to terminate the Term Sheet and the University assigns the Patents to the Assignee, subject to the terms and conditions of this Deed.

1 Defined terms and interpretation

1.1 Defined terms

- (a) In this Deed the following additional definitions will apply, except where the context otherwise requires:

Assignment Back has the meaning given to it by clause 20.

Affiliates, in respect of a party, means a related body corporate (as that term is defined in the Corporations Act 2001 (Cth)) of that party.

Assignment Fee means \$1.00, which is exclusive of goods and services tax.

Business Day means a day that is not a Saturday, Sunday or a University holiday as indicated on the University calendar as amended from time to time.

Clinical Imaging Product means any product:

- (i) the manufacture, sale or method of use of which is covered by or made,

- in whole or in part, by the use of any Technology or any part of it; and
- (ii) is intended for use as a diagnostic imaging agent.

Clinical Therapeutic Product means any product:

- (i) the manufacture, sale or method of use of which is covered by or made, in whole or in part, by the use of any Technology or any part of it; and
- (ii) is intended for use as a radiotherapeutic agent.

Commercialise, in relation to any Technology, means:

- (i) to use, manufacture, sell, hire, promote, or otherwise exploit a Product; and/or
- (ii) to conduct clinical trials or any other research, development and testing required to establish commercial viability of a Product including licensing any person to do any of the above,

and **Commercialisation** has a corresponding meaning.

Confidential Information means all trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form, and includes databases, knowledge, analysis or other scientific technology, and which:

- (a) is by its nature confidential;
- (b) is designated by the Disclosing Party as confidential; or
- (c) the Receiving Party knows, or ought reasonably to have known is confidential,

and includes the terms of this Deed, but does not include information in the public domain, other than that which is in the public domain due to a breach of this Deed.

Deed means this Deed of Assignment, and includes any schedule, annexure, attachment or exhibit to it.

Disclosing Party means the party that is disclosing Confidential Information to the other party.

Effective Date means the date of this Deed.

IP Rights means all intellectual property rights subsisting anywhere in the world, including the following rights:

- (i) patents, copyright, rights in circuit layouts, designs, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential; and
- (ii) any application or right to apply for registration of any of the rights referred to in paragraph (i),

whether or not such rights are registered or capable of being registered.

Know-how means unpatented technical know-how and technical information at the date of this Deed:

- (i) that directly and solely relates to the Patents;
- (ii) which are necessary for or useful to the Commercialisation of the

- Patents;
- (iii) developed by the University Group;
 - (iv) which are not in the public domain; and
 - (v) is owned and controlled by the University

Milestone Payment mean a payment from Assignee to University as specified in the table in Schedule 5.

Net Sales Revenue means the invoiced price of Products Sold by the Assignee or its Sublicensees to third parties in arm's length transactions exclusively for money or, where the Sale is not at arm's length, the price that would have been so invoiced if it had been at arm's length, after deduction of all documented:

- (i) normal trade discounts actually granted and any credits actually given for rejected or returned Products;
- (ii) costs of packaging, insurance, carriage, and freight, provided in each case the amounts are separately charged on the relevant invoice;
- (iii) Goods and services Tax (GST) or other sales tax; and
- (iv) import duties or similar applicable government levies.

Sales provided between any of the Assignee and Sub-Licensees shall not be considered for the purposes of this definition unless there is no subsequent sale to a person who is not the Assignee or Sub-Licensee in an arm's length transaction exclusively for money.

Patents means

- (i) the patents listed in Schedule 1 to this Deed; and
- (ii) any counterparts, re-examinations, continuations, continuations-in-part, extensions, term restorations, renewals, divisionals, reissues, corresponding international patent applications (including supplementary protection certificates, or other administrative protections), and any patent applications or patents resulting, claiming priority or deriving from any of the patents listed in Schedule 1 to this Deed.

Products means Research Products, Clinical Imaging Products and/or Clinical Therapeutic Products.

Proposed Publication means:

- (i) a manuscript or abstract intended for publication;
- (ii) a paper or abstract intended to be orally presented; or
- (iii) any poster presentation,

that relates to any matter concerning the Technology.

Receiving Party means the party that is receiving Confidential Information from the other party.

Records means the documents and things described in Schedule 4.

Research Product means any product:

- (i) the manufacture, sale or method of use of which is covered by or made, in whole or in part, by the use of the Technology or any part of it; and
- (ii) is intended for use in internal research and testing purposes as distinct

from use as a clinical diagnostic imaging agent or clinical therapeutic agent.

Royalty Period means each period of 6 months commencing from the Effective Date of this Deed, provided that:

- (i) the first Royalty Period commences on the Effective Date of this Deed and ends on the immediately following 30 June or 31 December (as the case may be); and
- (ii) the last Royalty Period ends when the Products cease to be covered by a Patent or Know-how.

Sale means the act of selling, leasing, or otherwise transferring or providing Products for any consideration. Sell means to make or cause to be made a Sale and Sold means to have made or caused to be made a Sale.

Sub-licence means a licence of any of the Technology granted by the Assignee.

Sub-Licensee means a person to whom the Assignee has granted a Sub-licence. For the avoidance of doubt, Sublicensee includes any Affiliate of the Assignee that has been granted a Sub-licence.

Sub-licence Revenue means any revenue, whether cash, cash equivalent, or all other consideration (which will be deemed to have its market value) which is owed to the Assignee under a Sub-licence but excluding Net Sales Revenue and revenue owed to the Assignee based on arm's length sales of a Product by a Sub-Licensee.

Technology means Patents and Know-how.

Term means the period of time from the Effective Date until the end of the last Royalty Period.

Term Sheet means the letter agreement entered into between the University and the Assignee, with an effective date of 24 March 2020, under which the University and the Assignee agreed to enter into a licence to the Technology on the terms of the Schedule 1 attached to that letter agreement. A copy of the Term Sheet is attached as Schedule 2 to this Deed.

Territory means worldwide.

Third Party Licence Liabilities means the sum of fees and royalties required to be paid and actually paid by the Assignee or its Affiliates to third parties pursuant to licences of technology in all fields which are necessary to enable the effective Commercialisation of a Product. For the avoidance of doubt, third parties do not include the University in respect of the COSar Assignment Deed.

University Research Group means Dr Paul Donnelly and the University employees in the research group under his direct supervision.

Valid Claim means a claim of any Patent which:

- (i) in the case of a granted patent, has not expired, been withdrawn, abandoned or surrendered or been refused, revoked or held invalid in an unappealed or unappealable final decision rendered by a court or other governmental agency of competent jurisdiction in the relevant country or territory; or
- (ii) in the case of a pending patent application, has not been pending for more than six years (eight years in Japan) and has not been abandoned or finally disallowed in a decision that is not appealed or cannot be

appealed.

1.2 Interpretation

The following rules apply unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation.
- (b) the singular includes the plural and conversely;
- (c) a gender includes all genders;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to:
 - (i) a person, corporation, trust, sponsorship, unincorporated body or other entity includes any of them;
 - (ii) a clause or schedule is a reference to a clause of, or a schedule to, this Deed;
 - (iii) A\$, \$A, dollar, or \$ is to Australian currency;
 - (iv) time is to Melbourne, Australia time;
 - (v) an agreement or document is to the agreement or document as amended, replaced or otherwise varied, except to the extent prohibited by this Deed or that other agreement or document;
 - (vi) legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it; and
 - (vii) "writing" includes an email or facsimile transmission and any means of reproducing words in a tangible and permanently visible form.

2 Assignment Condition Satisfied; Acknowledgement

2.1 Acknowledgement by University

- (a) The University has previously agreed in a letter to Assignee dated 10 March 2020 to assign the Patents to the Assignee upon satisfaction of the following condition (Assignment Condition):
 - (i) completion of a capital raise by the Assignee in which proceeds of at least AUD10 million are raised; or
 - (ii) otherwise upon Assignee receiving at least AUD10 million of accumulated investment.
- (b) The University acknowledges and agrees that the Assignment Condition has been satisfied and consequently, by this Deed, the University now implements its previous agreement to assign the Patents to Assignee.

3 Assignment of Patents

3.1 Assignment

- (a) On and from the Effective Date the University assigns to the Assignee all of the University's right, title and interest in and to the Patents, including (without limitation):
 - (i) the absolute right to apply for registration as the sole proprietor of the

Patents;

- (ii) the right to claim priority under any international convention or agreement;
- (iii) the absolute and unfettered right to use and Commercialise the Patents in all fields of use, without restriction; and
- (iv) the absolute right to do or refrain from doing anything in relation to ownership, protection and use of the Patents, including the right to sue for and recover damages and other relief in relation to any infringement of the Patents, including for the avoidance of doubt, its right to take action for passing off or a contravention of the *Competition and Consumer Act 2010 (Cth)* (or equivalent State or Territory legislation), whether the infringement occurred before, on or after the Effective Date.

3.2 Licence of Know-How

- (a) On and from the Effective Date, the University grants to the Assignee a non-exclusive licence to use the Know-How, and any Intellectual Property rights subsisting in and attaching to it, for the purpose of Commercialising the Products. This licence will only terminate if and when there is an assignment of the Patents back to the University in accordance with clause 20.

4 Termination of Term Sheet

4.1 Termination of the Term Sheet

- (a) The parties acknowledge and confirm that, on and from the Effective Date the Term Sheet terminates and is of no further effect.
- (b) Notwithstanding the foregoing termination in subclause 4.1(a), above, the parties acknowledge and agree that it is their explicit and mutual intention evidenced by this Deed that, contrary to certain statements in Schedule 1 of the Term Sheet:
 - (i) a sub-licence entered into by Assignee will not terminate automatically by virtue of that termination of the Term Sheet; and
 - (ii) any such sub-licence will continue in effect;
- (c) For the avoidance of doubt, on and from the Effective Date, the provisions of this Deed replace the provisions in the Term Sheet and are the sole and exclusive terms describing the rights and obligations of the parties in relation to the Patents (including Royalties and Milestone Payments).
- (d) The parties acknowledge that:
 - (i) the Term Sheet cannot terminate due to a failure to enter into a Licence Agreement; and
 - (ii) this Deed is in lieu of any Licence Agreement which was contemplated by the Term Sheet.

5 Further assurances

5.1 Further Assurances

- (a) The University must execute all such agreements, documents and instruments as the Assignee reasonably requires either to perfect the rights and powers afforded or created, or intended to be afforded or created, by this Deed or to give full force and effect to, or facilitate the performance of, the transactions

provided for in this Deed.

- (b) Without limiting the generality of paragraph (a):
- (i) the University will promptly upon Assignee's request sign a Confirmatory Assignment substantially in the form of Schedule 3 to this Deed;
 - (ii) the University must (at the Assignee's cost and expense) sign all other such documents as are reasonably required to assign to the Assignee all Patents pending and granted;
 - (iii) the University must (if requested by the Assignee, at Assignee's cost and expense) sign all other such documents as are reasonably required to affirm or novate any sublicense entered into by Assignee with respect to the Patents; and
 - (iv) the University must (if requested by the Assignee, at Assignee's cost and expense) sign a document in favour of a successor in title of the Assignee, in lieu of a document in favour of the Assignee.

6 Assignment Fee

6.1 Assignment Fee

- (a) The Assignee must pay the Assignment Fee to the University.
- (b) The Assignee must pay the Assignment Fee within thirty (30) days of receipt of a valid tax invoice from either or both of the University.
- (c) This Deed is effective whether or not paragraphs (a) and (b) are complied with.

7 DELIBERATELY OMITTED

8 Royalties

- (a) On and from the Effective Date, the Assignee agrees to pay the University the royalties and sub-licensing royalties, as contemplated by the Term Sheet, **(Royalties)** and described in Schedule 5.
- (b) If the Assignee or its Affiliates have incurred Third Party Licence Liabilities in respect of a Product for which Royalties are payable to the University, such Royalties payable to the University may be reduced by an amount equal to 50% of Third Party Licence Liabilities, provided that in no event shall the royalties payable to the University in respect of the relevant Product be reduced by more than 50%
- (c) The Parties agree that the Royalties will be calculated in respect of each Royalty Period and payable within 30 days after the end of each Royalty Period in accordance with clause 10.1.
- (d) To avoid doubt, the Royalties payable under this Deed are separate and payable regardless of and in addition to royalties payable under other deeds executed by the parties at or around the same time as this Deed.

9 Milestone Payments

- (a) In part consideration of the rights granted to the Assignee under this Agreement the Assignee will pay the University the payments specified in Schedule 5 upon achievement of the relevant Milestone, within 30 days of the date on which the

relevant Milestone is achieved.

- (b) **Annual Fee:** The Assignee agrees to pay the University an amount of \$7,500 (payable on an annual basis) from the first anniversary until and including the fourth anniversary of the date of this Deed upon receipt of a GST compliant tax invoice from the University.

10 Manner of Payments

10.1 Manner of Paying Royalties

- (a) Within 30 days of the end of each Royalty Period, the Assignee must:
- (i) provide the University with a written report showing the calculation of Royalties payable under clause 8 in respect of such Royalty Period; and
 - (ii) pay all Royalties in respect of such Royalty Period:
 - (A) in Australian dollars (regardless of the countries in which sales are made) and in immediately available cleared funds to the University's nominated bank account; and
 - (B) without any set-off or deduction or withholding whatsoever except pursuant to clause 8(b).

10.2 Currency Conversion

Royalties on sales of Products or in respect of Sub-licence Revenue in currencies other than Australian dollars shall be calculated using the appropriate exchange rate for such currency quoted by the Reserve Bank of Australia on the close of business on the business day immediately preceding the date of the report referred to in clause 10.1(a).

11 Accounts and Reporting

11.1 Accounts and records

The Assignee must keep, in accordance with generally accepted accounting practice, true and proper accounts and records in respect of all matters necessary to enable calculation of the Royalties and Milestone Payments payable to the University under clause 8 and 9.

11.2 Inspection and Audit

The Assignee will allow the University and its authorised representative(s) once in each calendar year of the Term and on at least 5 Business Days' prior written notice, to inspect and audit the accounts and records kept by the Assignee under clause 11, for the purposes of verifying the Assignee's calculation and payment of the Royalties. Where, as a result of such an inspection or audit, it is discovered that the accounts and records are inaccurate or the Royalties paid differs from the Royalties payable under clause 8, payments or adjustments will be made by the Assignee to address such inaccuracy or differences within 30 days after the inspection or audit report revealing the inaccuracy. If the inspection or audit reveals that the Royalties have been underpaid by 5% or more, the University reserves the right to require the Assignee to pay the reasonable costs of the inspection or audit and the amount of costs incurred will be a debt due and owing to the University in those circumstances.

11.3 Annual Report to the University

During the Term, the Assignee will submit to the University once per year a report (which does not include Confidential Information) which describes in summary form the Commercialisation activities undertaken by the Assignee with respect to the

Technology.

12 Third Party Claims Against Assignee

12.1 Third Party Proceedings for Infringement

- (a) If proceedings are threatened or commenced by a third party against Assignee in any country on the ground that the Commercialisation of any Technology infringes IP Rights vested in the third party; then the parties will promptly meet to discuss the lawsuit.
- (b) Assignee shall defend at its own expense any such infringement suit, in a manner consistent with Assignee's normal business practices in defending an infringement lawsuit, and Assignee will pay all losses, damages, costs, and expenses, including attorney's fees, that may be incurred by Assignee in the defence or settlement of the litigation. The University will cooperate fully, at Assignee's expense, with Assignee in defending any such litigation for infringement of IP Rights, except to the extent the litigation relates to Assignee's use of IP Rights other than the Technology.

12.2 Settlement of Infringement Claim

If Assignee reaches a settlement prior to the initiation of litigation or should decide to settle any such litigation, it will notify University of the proposed terms of any such proposed settlement if any resolution or settlement of the litigation results in an obligation on the part of Assignee to pay damages, licence fees or royalties to a third party,

13 Challenge to Validity

13.1 No Challenge by University

The University must not raise or cause to be raised any questions concerning, or any objection to, the validity of any part of the Patents, other than drawing to Assignee's attention any information which the University believes is relevant to the validity of the Patents. If University discloses to Assignee information it believes is relevant to the validity of the Patents, the parties will select an independent counsel mutually agreeable to the parties who will review and issue an opinion on the validity of the Patents in question. If the opinion of the independent counsel is that the Patent in question is invalid, or is likely to be invalid, then the parties shall renegotiate this Agreement to amend the terms of the Royalty and Milestone Payments going forward. If the Parties agree to utilize independent counsel as set forth above, they shall share the costs associated with the opinion equally.

13.2 Challenge by Third Party

If a third party challenges the validity of, or takes any action for revocation of, any part of the Patents (including any such challenge made as a counter-claim in respect to an infringement claim made by either or both of the parties) and successfully obtains a judgment of invalidity or unpatentability, either through a procedure in the courts or a patent office procedure, then the parties shall renegotiate this Agreement to amend the terms of the Royalty and Milestone Payments going forward.

14 Records

14.1 Title to Records

The title to the Records is retained by the University.

14.2 Delivery of a Copy of Records to Assignee

Within thirty (30) Business Days of a written request from Assignee to University, the University must deliver a copy of the Records to the Assignee. The Assignee may request a copy of the Records at any time during the Term with respect to a Patent

14.3 Further Assistance

If at any time the Assignee reasonably requires any document or information (other than a Record) that relates to the Patents and that the Assignee believes may be in the possession of the University, the University must, on the request of the Assignee, use its reasonable efforts to:

- (a) determine whether that document or a document containing that information (as applicable) is in its possession and, if so, locate that document; and
- (b) if a document is located, provide a copy of that document or a copy of a relevant part of the document containing the information reasonably required by the Assignee (as applicable) to the Assignee.

15 Patents

15.1 Filing, prosecution and maintenance of Patents

On and from the Effective Date, the Assignee will be solely responsible for the filing, prosecution and maintenance of any Patents, and for paying any filing, prosecution and maintenance fees.

15.2 Assistance by the University

- (a) Subject to paragraph (b), the University must give the Assignee such assistance as the Assignee reasonably requires in writing in order to file, prosecute and maintain the Patents.
- (b) The Assignee must reimburse the University for all costs and expenses they reasonably incur in providing any assistance to the Assignee under paragraph (a).

15.3 University's Residual Right to Step In

- (a) In the event that the Assignee elects not to renew patent protection, the Assignee will notify the University. The University shall have the option to undertake such patent protection and the Assignee shall do all things reasonably necessary to facilitate such protection. The parties will negotiate in good faith any variation to this Deed to reflect the University's patent protection.

16 Grant of licence back to University

16.1 Licence Grant

The Assignee grants to the University an irrevocable, perpetual, worldwide, non-exclusive, royalty free licence to use the Patents for the University's internal research and teaching purposes including a right to sub-licence the Patents to public research institutions undertaking internal non-commercial research in collaboration with the University. The University will promptly on request provide the Assignee with a copy of any sub-licence agreement which the University enters into under the terms of this

clause.

16.2 University's use of Patents

The University may, without the prior written consent of the Assignee, disclose the Patents to such of its directors, officers, employees, sub-licensees, professional advisers and collaborators as is necessary to enable the University to fully take advantage of the Patents pursuant to the licence granted to it by the Assignee under clause 16 of this Deed, provided that the University must ensure, before disclosing any parts of the Patents under this clause 16.2, that the person to whom the University discloses any parts of the Patents is subject to contractual or other duties of confidentiality to the University at least equivalent to the duties of confidentiality imposed upon that University under this Deed and the Term Sheet.

17 Publication

- (a) The University is not restricted from presenting at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of its research relating to the Patents, provided that with respect to Confidential Information, the Assignee is provided with copies of the proposed disclosure at least thirty (30) days before the publication submission date and does not, within twenty (20) days after delivery of the proposed disclosure, give notice to the University indicating that it objects to the proposed disclosure.
- (b) If the Assignee does not reply within twenty (20) days of receiving the request to publish, then the consent to publish shall be deemed to have been given.
- (c) Any objection by the Assignee to a proposed disclosure by the University will specify the portions of the proposed disclosure considered objectionable (the **Objectionable Material**), the grounds for the objection (acting reasonably) and whether the objection will be resolved after a specified period (such as after a patent application has been filed).
- (d) On receiving notice from the Assignee of Objectionable Material, the University may revise the proposed disclosure to alter the Objectionable Material in a manner acceptable to the Assignee. The University is not restricted from publishing or presenting the proposed disclosure as long as the Objectionable Material has been removed.
- (e) Where a publication is a student thesis, the Assignee acknowledges the University's obligations under its statutes, policies and procedures to deposit in the library a copy (including a digital copy) of a student's completed thesis or work submitted for a higher degree except that the Assignee may by notice to the University require an examination of a student thesis or work submitted for a higher degree to be undertaken by examiners bound by obligations of confidentiality and require the delay of the deposit in the library until such time as the Assignee considers necessary or desirable for the purpose of its patent strategy, provided that such period of time does not under any circumstances exceed two (2) years. Nothing in this Deed will affect the operation of or create any obligations contrary to those statutes, policies and procedures.

18 Confidential Information

18.1 Use and disclosure of Confidential Information

A Receiving Party must:

- (a) use the Confidential Information of the Disclosing Party solely for the purpose

for which it was disclosed; and

- (b) keep the Confidential Information of the Disclosing Party secret and confidential, and must not, disclose, communicate, or otherwise make known to any person any part of that Confidential Information, except:
 - (i) for disclosure permitted under clause 18.2;
 - (ii) where the Receiving Party is the Assignee, under clause 18.3; or
 - (iii) to the extent (if any) the Recipient is required by law to disclose any Confidential Information of the Disclosing Party,

without the prior written consent of the Disclosing Party, which the Disclosing Party will be at liberty to give or to decline to give in its absolute discretion.

18.2 Disclosure to directors and employees

The Receiving Party may disclose Confidential Information of the Disclosing Party to such of its directors, officers, employees, sub-licensees and professional advisers as is necessary for the purposes contemplated by this Deed, provided that the Receiving Party must ensure, before disclosing any Confidential Information under this clause 18.2, that the person to whom the Receiving Party discloses the Confidential Information is subject to contractual or other duties of confidentiality to the Recipient at least equivalent to the duties of confidentiality imposed upon the Receiving Party under this Deed.

18.3 Disclosure for purposes of Exploitation

- (a) Subject to paragraph (b), the Assignee may, without the prior written consent of the University, disclose Confidential Information of the University for the purpose of exercising its rights pursuant to this Deed as assignee of all of the University' right, title and interest in and to the Patents.
- (b) The Assignee must take reasonable steps to ensure that any disclosure of Confidential Information under clause 18.3(a) is upon such terms, or is restricted to such an extent, as:
 - (i) protects the Confidential Information from unauthorised or improper use or disclosure; and
 - (ii) does not prejudice any possible future patent application in relation to what is to be disclosed.

18.4 Disclosure by law

If a Receiving Party is required by law, regulation or rules of an applicable stock exchange, to disclose any Confidential Information to a third person (including, but not limited to, government), the Receiving Party must:

- (a) before doing so, to the extent permitted by law and practicable in the circumstances:
 - (i) notify the Disclosing Party; and
 - (ii) give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
- (b) notify the third person that the information is confidential information of the

Disclosing Party.

18.5 Infringement of confidentiality

If the Receiving Party becomes aware that:

- (a) any unauthorised person has come into possession of any part of the Confidential Information of the Disclosing Party; or
- (b) any person has made any improper or unauthorised use of the Confidential Information of the Disclosing Party,

the Receiving Party must promptly notify the Disclosing Party, including full particulars known of the unauthorised possession, use or action, and provide to the Disclosing Party any and all reasonable assistance and information with respect to the unauthorised possession, use or action (such assistance to be at the Disclosing Party's cost and expense).

19 Publicity

- 19.1 No Party may make any public or media statement concerning this Deed without the prior consent of the other Parties.

20 Assignment Back

20.1 Reassignment Conditions

- (a) Notwithstanding anything written elsewhere in this Deed, the Parties agree that if all of the following conditions are satisfied (together, the **Reassignment Conditions**), then on and from the date on which all the Reassignment Conditions are satisfied, the Patents will automatically be assigned by the Assignee back to the University (**Assignment Back**) by virtue of this clause.
- (b) The Reassignment Conditions are:
 - (i) the Assignee becomes insolvent and a liquidator is appointed to liquidate the assets of the Assignee;
 - (ii) during the Sale Period (as later defined) the liquidator, acting in good faith and otherwise according to the terms of their appointment, is not able to sell the Technology (alone, in parts, or as part of a parcel of other assets of the Assignee) to a purchaser:
 - (A) who has the capacity to Commercialise the Technology; and
 - (B) who validly novates or otherwise accepts the obligations of the Assignee to the Assignor contained in this Agreement (including, without limitation the obligations to pay Royalties and Milestone Payments to the University); and
 - (iii) a period of 24 calendar months has passed since the liquidator was appointed (the **Sale Period**).

20.2 Power of Attorney

The Assignee irrevocably and unconditionally appoints the University as its agent and attorney with power to do everything necessary or expedient in the name of the Assignee and on its behalf to complete or give effect to the Assignment Back as contemplated in this clause, including to:

- (a) settle, execute and deliver in the name of the Assignee and on its behalf all documents contemplated by or reasonably, ancillary or incidental to the

Assignment Back, including conveyances, assignments, novations and transfers; and

- (b) do everything necessary or expedient in the name of the Assignee and on its behalf to complete the Assignment Back.

21 Service of notices

21.1 Method of notice

Where notice must be given under this Agreement it must be in writing and may be sent:

- (a) by post;
- (b) by email; or
- (c) by delivery.

21.2 Addressee

A notice must be sent or delivered to the last known business, postal or email address.

21.3 Time of delivery

- (a) Posted notices will be taken to have been received three (3) Business Days within Australia and ten (10) Business Days internationally, after the day of posting unless proved otherwise.
- (b) Notices:
 - (i) sent by email; or
 - (ii) delivered,
- (c) shall be taken to have been received on the same day if no error message is received provided that if transmission is on a day which is not a Business Day or is after 5.00pm (addressee's time) on the next Business Day.

22 GST

- (a) In this clause the expressions "consideration", "GST", "input tax credit", "supply", "tax invoice", "recipient" and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (b) All sums payable or consideration to be provided under or in accordance with this Deed are exclusive of GST.
- (c) If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment shall be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of any GST component.
- (d) If GST is imposed on any supply made under or in accordance with this Deed, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Deed.
- (e) If a GST inclusive price is charged, the supplier must provide the recipient of the supply a valid tax invoice at or before the time of payment or such other

time as agreed between the parties.

23 Warranties

23.1 Mutual warranties.

Each Party warrants that:

- (a) it is duly incorporated;
- (b) it has taken all corporate action that is necessary to authorise its entry into this Deed and carrying out the transactions that it contemplates; and
- (c) this Deed is valid and binding upon it.

23.2 University warranties.

The University warrants that, to the best of its knowledge and belief as at the Effective Date:

- (a) having made reasonable enquiries (without having conducted any specific freedom to operate searches evaluating third party Intellectual Property rights), it owns the Patents and it has the right to assign the Patents pursuant to clause 3;
- (b) it has made reasonable efforts to ensure that the correct inventors have been listed on all of the Patents that have been filed on or before the Effective Date;
- (c) no licence, right, contract, arrangement or understanding regarding the Patents has been granted or entered into other than the Term Sheet, this Deed and any other contract or arrangement to which the Assignee is a party;
- (d) to the best of its knowledge the Patents are not the subject of any lien, mortgage, charge, security interest or encumbrance; and
- (e) there is no litigation currently on foot or pending with respect to the Patents and to the best of the University's knowledge, the Patents does not infringe any rights of any person
- (f) it is not aware of any matter (other than matters disclosed to the Assignee in writing prior to the Commencement Date) that would be or is likely to render any of the Licensed Patents invalid, based solely on the University's internal enquiries with the University Research Group and not having made any patent or other searches;
- (g) it is not currently a party to, and during the Term of this Agreement will not enter into, any agreements, oral or written, that are inconsistent with its obligations under this Agreement;
- (h) it has obtained assignments from the University employees named as inventors on the Patents.

24 Dispute resolution

24.1 When this clause applies

- (a) A party must not commence legal proceedings against the other party unless the party wishing to commence proceedings has complied with clauses 24.2 to 24.6.
- (b) Clauses 24.2 to 24.6 will not apply where a party seeks urgent interlocutory or

equitable relief from a Court.

24.2 Notice of Dispute

- (a) If a difference or dispute (together called a Dispute) between the parties arises out of or relates to this Agreement, or the breach, termination, validity or subject matter of it, then either party may give the other a written notice of dispute adequately identifying and providing details of the Dispute (Notice of Dispute).
- (b) Notwithstanding the existence of a Dispute, the parties will, subject to this Agreement, continue to perform their obligations under this Agreement.

24.3 Conference

- (a) Within 10 Business Days after receiving a Notice of Dispute, the parties will confer at least once to resolve the Dispute or to agree on methods of doing so. At every such conference each party will be represented by a person having authority to agree such resolution or methods. All aspects of every such conference, except the fact of its occurrence, will be privileged.

24.4 Expert mediation

- (a) If the Dispute is not resolved within the following 30 Business Days (or such further period as the representatives may agree is appropriate), the parties agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Disputes Centre (ADC) before having recourse to litigation.
- (b) The mediation will be conducted in accordance with ADC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those Guidelines are incorporated in this document.
- (c) This clause does not merge upon termination.

24.5 Exchange of information

The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is to attempt to settle the Dispute between the parties. No party may use any information or documents obtained through the dispute resolution process established by clause 24 for any purpose other than an attempt to settle a Dispute between the parties.

24.6 Termination of dispute resolution

After expiration of the time established by or agreed under this clause for agreement on the dispute resolution process, either party that has complied with the provisions of clauses 24.2 to 24.5, may in writing terminate the dispute resolution process provided for in those clauses and may then refer the Dispute to litigation.

25 Force Majeure

Neither party will be in breach of this Deed for any failure or delay in fulfilling or performing their obligations when and to the extent such failure or delay is caused by or results from acts beyond that party's reasonable control, including: strikes, lock-outs, or other industrial disputes; trespass, sabotage, theft or other criminal acts, export bans, sanctions, war, terrorism, riot, civil unrest, or government action; nuclear, chemical, or biological contamination; global or nationwide pandemic, fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a Force Majeure Event). Each party will use reasonable efforts to mitigate the effects of such Force Majeure Even and will give to the other party notice of the event as soon as practicable

and will as soon as the event ceases to affect performance of their obligations under this Deed resume compliance with the terms of this Deed.

26 General

26.1 Governing law.

This Deed is governed by the laws of the State of Victoria, Australia. The Parties submit to the jurisdiction of the courts of the State of Victoria and any courts which may hear appeals from those courts.

26.2 Relationship of parties.

This Deed is not intended to create a partnership, joint venture or agency relationship between the parties.

26.3 Entire Understanding

- (a) This Deed contains the entire understanding between the parties as to the subject matter of this Deed.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document (including the Term Sheet described in Schedule 2 to this Deed) are merged in and superseded by this Deed and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
- (d) affects the meaning or interpretation of this document; or
- (e) constitutes any collateral agreement, warranty or understanding between any of the parties.

26.4 Legal Costs.

Each Party is responsible for its own legal fees and costs in connection with the preparation, negotiation and execution of this Deed.

26.5 Duty.

The Assignee is liable for and must pay all duty (including any fine or penalty except where it arises from default by the other Party) on or relating to this document, any document executed under it or any dutiable transaction evidenced or effected by it.

26.6 Amendment.

This Deed may only be amended in writing signed by the Parties.

26.7 Assignment.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, Assignee may assign this Deed in its entirety without the University's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or (except in the circumstances described in clause 20) the sale of all or substantially all of its assets.

26.8 Waiver.

A Party's failure to exercise or delay in exercising a right, power or remedy does not operate as a waiver of that right, power or remedy and does not preclude the future exercise of that right, power or remedy. To be effective, a waiver of a right, power or

remedy must be in writing and signed by the Party granting the waiver.

26.9 Severance.

If any provision or part provision of this Deed is invalid or unenforceable, such provision shall be deemed deleted but only to the extent necessary and the remaining provisions of this Deed shall remain in full force and effect.


26.10 Counterparts.

This Deed may be executed in counterparts, each of which will be an original (and any electronic copy of the same will be deemed to be an original), and all executed counterparts will be taken together to constitute one document.

Executed as a Deed

Executed by The University of Melbourne
by its authorised officers in accordance with
the Council Regulations made under the
University of Melbourne Act 2009 (Vic):

(Assignor)

 eSIGNED by Allan Tait
on 22-12-2020

Signature of Authorised Officer

Allan Tait

Name of Authorised Officer (block letters)

22-12-2020 12:38:44 AEDT

Date

 eSIGNED by Gioconda Di Lorenzo
on 22-12-2020

Signature of Authorised Office/University
Secretary (please circle)

Gioconda Di Lorenzo

Name of Authorised Officer/University
Secretary (block letters)

22-12-2020 13:10:52 AEDT

Date

Executed by Clarity Pharmaceuticals Ltd
in accordance with section 127 of the
Corporations Act 2001 (Cth) by its authorised
officers:

(Assignee)

 eSIGNED by Alan Taylor
on 22-12-2020


Signature of Director

Alan Taylor

Name of Director (block letters)

22-12-2020 15:07:29 AEDT

Date

 eSIGNED by Colin Biggin
on 22-12-2020

Signature of Director / Company Secretary
(please circle)

Colin Biggin

Name of Director/Company Secretary
(block letters)

22-12-2020 16:27:13 AEDT

Date

Schedule 1 – Patents

A tabulated list of.

All granted patents and patent applications regarding the Patents

These are the patent families rising from: **PCT/AU2019/050322**

Targeting compounds and methods for their production (UMP-2018-051)

COUNTRY	APPLICATION NO./PATENT NO.	APPLICANT/PATENTEE
AU PROV	2018901197	The University of Melbourne
PCT	PCT/AU2019/050322	The University of Melbourne
Australia	2019251767	The University of Melbourne