

THIS CONSULTANCY AGREEMENT is made the [] 2019

BETWEEN:

- (1) **ABCAM PLC**, a company incorporated in England and registered under company number 03509322, whose registered office is at Discovery Drive, Cambridge Biomedical Campus, Cambridge, CB2 0AX, United Kingdom ("**Abcam**"); and;
- (2) **4BASEBIO LTD**, a company incorporated in England and registered under company number 12298663, whose registered office is at c/o DWF, 20 Fenchurch Street, London ("**Consultant**").

NOW IT IS AGREED AS FOLLOWS:

1 **DEFINITIONS**

1.1 In this Agreement:

Affiliate means any business entity which controls, is controlled by or is under common control with a party; for the purposes of this definition, a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, in excess of 50% of either: (a) the outstanding voting securities or capital stock of such business entity; or (b) any other comparable equity or ownership interest with respect to a business entity other than a corporation.

Anti-Corruption Laws means all applicable anti-corruption laws such as the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act of 2010, as well as any laws implementing the U.N. Convention Against Corruption and the OECD Anti-Bribery Convention.

Competitor means any business concern which is (or intends to be) in competition with those parts of the business of Abcam and/or any Group Company with which the Employee was involved to a material extent during the Engagement.

Confidential Information means all information disclosed by Abcam or becoming known to Consultant as a result of entering into this Agreement or under any previous agreement between Consultant and Abcam, including without limitation: actual or potential customers; details of relationships or arrangements with or knowledge of Abcam' or any Group Company's actual or potential customers, details of Abcam' or any Group Company's products, technology, business plans, business methods, financial data, prices, pricing strategy, details of any tenders, pitches or presentations proposed or made by Abcam or any Group Company, personal information about any of Abcam' or any Group Company's directors or employees, information divulged to Abcam or any Group Company by a Third Party in confidence, projects, economic information, systems, plans, procedures, operations, techniques, patent applications, trade secrets, know-how, inventions, technical data or specifications, testing methods, research and development activities, or sales and marketing strategies. Confidential Information does not include:

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- (a) information that is public knowledge or subsequently becomes such through no breach of this Agreement;
- (b) documented information that is rightfully in Consultant's possession prior to this Agreement;
- (c) information that is disclosed to Consultant by a Third Party unless such disclosure constitutes, or either directly or indirectly results from, a breach of any agreement to which Abcam or a Group Company is a party; and
- (d) information that is required by law, regulation, rule, act, or order of any government authority or agency to be disclosed, provided, however, that Consultant gives Abcam sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such information received hereunder, and thereafter discloses only the minimum Confidential Information required to be disclosed in order to comply, whether or not a protective order or other similar order is obtained by Abcam.

Customer means any customer of the Abcam or Group Companies with whom the Individual or Supplier had material contact by reason of or in connection with the Engagement.

Data Protection Legislation means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Engagement means the engagement of Consultant by Abcam on the terms set out in this Agreement.

Fees means the fees payable hereunder as set out in Schedule 2.

Group Company means any Affiliate of Abcam.

Individual means Heikki Lanckriet, David Roth, Charlotte Neville or Francesca Fallon as the context requires.

Individuals means Heikki Lanckriet, David Roth, Charlotte Neville and Francesca Fallon.

Intellectual Property Rights means patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Invention means any invention, idea, discovery, development, improvement or innovation made by Consultant or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any

medium.

Key Person means any employee, director or individual of Abcam or any Group Company working in a managerial, financial, technical, product development, sales or marketing capacity (other than an individual in business on his or her own account providing professional independent advisory services to Abcam or any Group Company) with whom the Individual had material contact by reason of or in connection with the Engagement.

Loss means any and all liabilities, claims, demands, causes of action, damages, fines, losses, and expenses, including without limitation interest, penalties, court costs, reasonable expenses of litigation and reasonable lawyers', accountants' and other experts' fees, together with related disbursements.

Materials means any work or material developed, written or prepared by Consultant or the Individual in relation to the Services (whether individually, collectively or jointly with Abcam or any Group Company and on whatever media) including (without limitation) any documents, reports, studies, data, diagrams, charts, specifications or computer programs and related copies and working papers whether developed, written or prepared before or after the signing of this Agreement.

Personal Data means personal data, as more particularly defined in the applicable Data Protection Legislation.

Services means the services more particularly described in Schedule 1.

Third Party means any party other than a party to this Agreement or their Affiliates.

Third Party Agreement: any agreement between the Consultant and/or its Affiliates with a third party for the provision of goods, a service, lease or licence relating to, or necessary for, the provision of the Services pursuant to this Agreement whether entered into before, on or after the date of this Agreement.

Third Party Consents means any permissions consent agreement or authorization required by a Third Party that is required for the provision of the Services by the Consultant or their receipt by Abcam

UK Data Protection Legislation means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

2 **PROVISION OF SERVICES**

2.1 Abcam hereby engages Consultant and the Consultant shall make available the Individuals to perform the Services for Abcam in accordance with the terms set out in this Agreement. The Consultant shall not be required to provide the Services where Third Party Consents are required in order for it do so and such consents have not been obtained or been terminated. The Consultant is not aware of any obligation to any Third Party which would prevent Consultant from carrying out its duties and obligations under this Agreement

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- 2.2 Unless prevented by ill health, accident or termination of their employment with the Consultant or its Affiliates, each Individual shall on average devote 10 days in each calendar month, on such days as are agreed by Abcam and the Individuals, to the carrying out of the Services together with such additional time if any as may be agreed between the parties. The Consultant shall inform Abcam in writing as soon as reasonably practicable if the Consultant anticipates any delay in the performance of the Services.
- 2.3 Consultant shall procure that the Individuals shall perform the Services with reasonable care and skill, efficiently in a lawful, competent and professional manner, in accordance with the standards applicable to Consultant's business and the terms of this Agreement.
- 2.4 Consultant shall procure that the Services are performed in close collaboration and consultation with Abcam, and shall comply with the reasonable instructions from time to time issued by Abcam as regards the performance of the Services.
- 2.5 Abcam will make available appropriate IT equipment for the Individuals to use during the Engagement.
- 2.6 The Services may be provided from either 25 Norman Way, Over, CB24 5QE or Discovery Drive, Cambridge Biomedical Campus, Cambridge CB2 0AX, as Abcam may direct
- 2.7 Where the Services include making submissions to and/or conducting negotiations with third parties, Consultant shall not make any submission or conclude any agreement which has not been previously approved by Abcam in writing. For clarity, no letter of authorisation or other document provided by Abcam for the purpose of enabling Consultant to perform the Services shall be construed as granting Consultant any such authority or approval.
- 2.8 Abcam shall, at no cost to the Consultant, provide the Consultant with:
- 2.8.1 all information that the Consultant (acting reasonably) determines is required for to provide, or procure the provision of, the Services;
- 2.8.2 access to and the rights to use the information technology systems, technology services and software used by Abcam on the same basis that was previously available to the Consultant and its Affiliates prior to the date hereof (or where such access or use if not available such alternative equivalent work arounds) in relation to the performance of Services for Abcam that were similar to or equivalent to the Services; and
- 2.8.3 such other access and assistance as the Consultant may reasonably require in relation to the provision, to procure the provision, of the Services.
- 2.9 Abcam shall:
- 2.9.1 use the Services solely for the purposes of carrying on the business of the Company (as such business was carried on immediately prior to the commencement of this Agreement) and not for any other purpose; and
- 2.9.2 not, by virtue of its use of the Services, do anything that will cause the Consultant or any of its Affiliates to breach any:

2.9.2.1 Third Party Agreements;

2.9.2.2 Third Party Consents; or

2.9.2.3 any other of its contractual obligations,

of which the Consultant has made Abcam actually aware.

3 **FEES AND PAYMENT TERMS**

3.1 As consideration for the provision of the Services, Abcam shall pay to Consultant the Fees set out in Schedule 2 for the term of this Agreement (net of value added tax if any) payable in arrears subject to delivery of Consultant's invoice therefor pursuant to clause 3.4.

3.2 Abcam will reimburse Consultant for travelling, hotel and other expenses that have been previously agreed before being reasonably and actually incurred by the Consultant in proper performance of the Services,. Any such expenses will be reimbursed at cost and must be invoiced monthly in arrears, subject to Consultant providing Abcam with receipts or other appropriate evidence of actual payment of such expense as Abcam may reasonably require.

3.3 All Fees and other sums referred to in this Agreement are exclusive of VAT. Abcam will pay to Consultant such VAT (if any) as may be chargeable from time to time subject to receipt by Abcam of an appropriate VAT invoice.

3.4 Each invoice must include the approved purchase order number provided by Abcam and be accompanied by a description of the Services provided, any expenses due pursuant to clause 3.2 and such other information as Abcam may reasonably require from time to time.

3.5 Abcam shall pay each invoice properly due, issued and accordingly submitted to it by Consultant in respect of work undertaken to the reasonable satisfaction of Abcam, within 30 days of receipt. If required, the invoice will be submitted to Abcam but marked as payable by a Group Company nominated by Abcam.

3.6 Abcam shall be entitled to deduct from the Fees (and any other sums) due to Consultant any sums that Consultant may owe to any Group Company at any time.

3.7 No sums will be due from Abcam to Consultant for providing the Services other than those set out in this Agreement.

3.8 For the purposes of determining any Fees due:

3.8.1 the daily rate will be paid only if the Individual work for at least 7.5 hours on any day; and

3.8.2 if the Individual works for more than 7.5 hours on any day, no more than the daily fee will be paid (unless Abcam and Consultant agree otherwise in writing).

4 **INSURANCE**

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- 4.1 Consultant, at its own expense, shall take out all insurance policies reasonably sufficient to cover all of its and its officers' and employees' activities and obligations and those of the Individuals under this Agreement.

SERVICES NOT PROVIDED IN ACCORDANCE WITH THIS AGREEMENT

- 5.1 If Consultant does not provide the Services (or any part of them) in accordance with this Agreement provided that they are not prohibited from doing so as a result of any act or omission of Abcam or failure to provide Third Party Consents, Abcam may choose (at its sole discretion and without prejudice to any other remedies it may have):

5.1.1 the to require Consultant shall be required to remedy matters at its own expense.

- 5.2 If Abcam chooses to require Consultant to remedy matters, then (without prejudice to any other rights or remedies it may have):

5.2.1 no Fees will be due from Abcam in respect of the Services in question until matters have been remedied; and

5.2.2 the Fees due once matters have been remedied will not exceed the Fees that would have been payable had the Services in question been provided initially in accordance with the Agreement.

CONFIDENTIALITY

- 6.1 In order to carry out the Services it may be necessary for Abcam to disclose to Consultant certain information proprietary to Abcam or Group Companies. During the term of this Agreement and for a period of five (5) years thereafter, Consultant shall not use and shall procure that the Individuals do not use to its own or any other party's advantage or disclose to any Third Party any Confidential Information of Abcam or any Group Companies.

- 6.2 Access to Confidential Information shall be limited to the Individuals.

- 6.3 All documents, manuals, hardware and software provided for the Individual's use by Abcam, and any data or documents (including copies) produced, maintained or stored on Abcam' computer systems or other electronic equipment (including mobile phones provided by Abcam), shall remain the property of Abcam and shall be returned to Abcam after the termination of the Agreement. At any stage during the Engagement, Consultant will promptly upon request return to Abcam all and any of Abcam' property in its or the Individual's possession.

- 6.4 Consultant shall require the Individuals to enter into a direct agreement with Abcam or any Group Company about confidentiality mirroring the obligations above if requested by Abcam.

DATA PROTECTION

- 7.1 Abcam will collect and process information relating to the Individual in accordance with its employee privacy notice which is on its intranet.

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- 7.2 The Consultant and Abcam acknowledge that for the purposes of the Data Protection Legislation, Abcam is the data controller and the Consultant is the data processor.
- 7.3 The Consultant shall comply with the Data Protection Legislation and shall:
- 7.3.1 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; and
 - 7.3.2 maintain complete and accurate records and information to demonstrate compliance with this clause 7 and allow for audits by Abcam or Abcam's designated auditor
- 7.4 The Consultant shall, and shall procure that the Individual shall, in relation to any Personal Data processed in connection with the Services:
- 7.4.1 comply with the Abcam's Privacy Standard and data retention guidelines available on the intranet;
 - 7.4.2 process that Personal Data only on written instructions of Abcam;
 - 7.4.3 keep that Personal Data confidential;
 - 7.4.4 comply with the Abcam's reasonable instructions with respect to processing Personal Data;
 - 7.4.5 not transfer any Personal Data outside of the European Economic Area without Abcam's prior written consent;
 - 7.4.6 not appoint any third-party processor of such Personal Data without Abcam's prior written consent;
 - 7.4.7 assist the Abcam in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - 7.4.8 notify Abcam without undue delay on becoming aware of a Personal Data breach; and
 - 7.4.9 at the written request of Abcam, delete or return Personal Data and any copies thereof to Abcam on expiry and/or termination of this Agreement.
- 7.5 Consultant shall have liability for and shall indemnify Abcam and any of its Group Companies for any loss, liability, costs (including legal costs), damages, or expenses directly resulting from any breach by the Consultant of the Data Protection Legislation.

8

INTELLECTUAL PROPERTY

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- 8.1 Consultant warrants to Abcam that it has obtained from the Individuals written and valid assignments of all existing and future Intellectual Property Rights in the Materials and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Materials, to the fullest extent permissible by law, and that the Individuals have agreed to hold on trust for Consultant any such rights in which the legal title has not passed (or will not pass) to Consultant. Consultant agrees to provide to Abcam a copy of this assignment on request.
- 8.2 Consultant hereby assigns to Abcam all existing and future Intellectual Property Rights in the Materials and the Inventions and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this Agreement, Consultant holds legal title in such rights and inventions on trust for Abcam.
- 8.3 Consultant undertakes to Abcam:
- 8.3.1 to notify to Abcam in writing full details of all Inventions promptly on their creation;
 - 8.3.2 to keep confidential the details of all Inventions;
 - 8.3.3 whenever requested to do so by Abcam and in any event on the termination of the Engagement, promptly to deliver to Abcam all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Materials and the process of their creation which are in its or the Individual's possession, custody or power;
 - 8.3.4 not to register nor attempt to register any of the Intellectual Property Rights in the Materials, nor any of the Inventions, unless requested to do so by Abcam; and
 - 8.3.5 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Materials and the Inventions has passed, or will pass, to Abcam, and confirms that the Individuals have given written undertakings in the same terms to Consultant.
- 8.4 Consultant waives any moral rights in the Materials to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Materials or other materials, infringes Consultant's moral rights.
- 8.5 Consultant acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to Consultant or the Individuals in respect of the performance of its obligations under this clause 8.
- 8.6 Consultant undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of Abcam and at any time either during or after the Engagement, as may, in the opinion of Abcam, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain any registered Intellectual Property Rights capable of registration (including, but not limited to, patents or registered designs) in the name of Abcam and to defend Abcam against claims that works embodying

Intellectual Property Rights or Inventions infringe Third Party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Materials. Consultant confirms that the Individuals have given written undertakings in the same terms to Consultant.

9 **INDEPENDENT CONTRACTOR**

9.1 The relationship of Consultant to Abcam will be that of independent contractor and nothing in this Agreement shall render it, the Individuals or Consultant's employees an employee, worker, agent or partner of Abcam and Consultant shall not hold itself out as such and shall procure that none of its employees shall hold themselves out as such.

9.2 Abcam shall not be responsible for Consultant's acts while Consultant is performing the Services, whether on Abcam' premises or elsewhere, and Consultant will not have authority to speak for, represent, or obligate Abcam in any way without additional prior written authority.

9.3 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly Consultant shall be fully responsible for and shall indemnify Abcam and Group Company for and in respect of:

9.3.1 any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individuals in respect of the Services, where such recovery is not prohibited by law. Consultant shall further indemnify Abcam against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Abcam in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

9.3.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individuals against Abcam arising out of or in connection with the provision of the Services.

9.4 Abcam may at its option set off such indemnity (in whole or in part) by way of deduction from payments due to Consultant.

10 **DISCRIMINATION AND DIGNITY AT WORK**

10.1 Consultant must (and must ensure that the Individuals will) treat all employees, agents and contractors of Abcam (and such agents' and contractors' employees) with respect and must not harass, victimise or otherwise unlawfully discriminate against any such persons.

10.2 Subject to the limitations of liability as stated in clause 12, the Consultant will indemnify Abcam and keep it indemnified against any claims, liabilities, costs and expenses which Abcam incurs as a result of, or related to, breaches or alleged breaches by Consultant of its obligations under this clause.

11 **BUSINESS ETHICS**

11.1 Consultant shall comply with all relevant Anti-Corruption Laws and represents and

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warrants that it complies with the provisions of Abcam's Supplier Code of Conduct (https://uploads.abcamplc.com/wp-content/uploads/2017/04/08204002/Supplier_code_of_conduct.pdf)

- 11.2 Consultant undertakes that, in connection with its performance of its obligations under this Agreement, it, its directors, employees and officers have not and shall not directly or indirectly (a) offer, provide, authorise for or promise to another person, or (b) request, accept or agree to accept from another person any financial or other advantage or anything of value ("**Benefit**"), if such Benefit is for the purpose of influencing the receiving person improperly in his or her official capacity for the purpose of obtaining a business advantage, or where such Benefit would constitute a violation of any applicable Anti-Corruption Law.
- 11.3 In the event that Consultant or any Individual is accused of or becomes subject to investigation by a governmental authority for an alleged violation of applicable Anti-Corruption Laws in connection with this Agreement, or Abcam notifies Consultant that it has a reasonable basis for believing that Consultant or the Individual has not complied with applicable Anti-Corruption Law in connection with this Agreement (and discloses in reasonable detail the evidence underlying such belief), Abcam shall have the right to request in writing that Consultant provide access to (either directly or through legal counsel or an internationally recognized independent auditor) such written records or other information reasonably required to credibly refute such alleged non-compliance.
- 11.4 If, in connection with this Agreement, Consultant breaches its obligations under clauses 11.1 to 11.3 above or admits that it or any Individual committed a violation or is determined by a governmental authority to have violated applicable Anti-Corruption Law, then Abcam shall be entitled to immediately terminate this Agreement upon written notice to Consultant.
- 11.5 The Consultant shall, and shall procure that the Individuals shall:
- 11.5.1 not engage in any activity, practice or conduct which would constitute either:
- (i) a UK tax evasion facilitation offence under section 45 (1) of the Criminal Finances Act; or
 - (ii) a foreign tax evasion facilitation offence under section 46 (1) of the Criminal Finances Act 2017;
- 11.5.2 have and shall maintain in place throughout the term of this agreement such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person (including without limitation employees of the Consultant, and the Individuals), in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017;
- 11.5.3 promptly report to Abcam any request or demand received by the Consultant or the Individual from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this agreement;
- 11.5.4 ensure that all persons associated with the Consultant or other persons who are

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performing services in connection with this agreement comply with this Clause 11.5; and

11.5.5 within 1 (one) month of the date of this agreement, and annually thereafter, certify to the Client in writing signed by an officer of the Consultant, compliance with this Clause 11.5 by the Consultant and all persons associated with it, including the Individuals.. The Consultant shall provide such supporting evidence of compliance as Abcam may reasonably request.

11.6 Failure to comply with Clause 11.5 above may result in the immediate termination of this agreement.

12 **INDEMNIFICATION AND LIMITATION ON LIABILITY**

12.1 Consultant shall defend, indemnify and hold harmless Abcam, its Affiliates, and their respective officers, directors and employees, against any and all Losses arising out of any Third Party claim or suit to the extent that any such claim or suit results directly from Consultant's negligent or wrongful act, or Consultant's default, omission or breach of its obligations under this Agreement.

12.2 Subject to clause 12.4, neither party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect, special or consequential damages suffered or incurred by the other party that arises under or in connection with this Agreement.

12.3 Subject to clause 12.4 and to the maximum extent permitted by law the Consultant's aggregate liability shall be limited to the Fees paid to it under the Agreement.

12.4 Nothing in this Agreement limits or excludes a party's liability:

12.4.1 for death or personal injury arising out of negligence;

12.4.2 fraud, fraudulent misrepresentation, criminal acts or the tort of deceit; or

12.4.3 where such a limitation or exclusion would be contrary to any applicable laws.

13 **MISCELLANEOUS**

13.3 If one or more provisions of this Agreement should be or become invalid or ineffective, then the parties shall substitute valid or effective provisions for such invalid/ineffective ones. The substituting provisions shall in their effect so closely resemble the invalid provisions that it can be reasonably assumed that the parties would have contracted on the basis of those new provisions. If such provisions cannot be agreed upon, then the invalidity of one or more of the provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such essential importance for this Agreement that it is to be reasonably assumed that the parties would not have entered into this Agreement without the invalid provisions.

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- 13.4 Waiver by either party or the failure by either party to claim a breach of any provision or this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision of it.
- 13.5 This Agreement contains the entire agreement of the parties and, save where expressly specified otherwise in this Agreement, may not be changed orally but only by agreement in writing signed by both parties.
- 13.6 All communications, other than day to day operations, relating to this Agreement shall be in the English language in writing and (i) delivered by hand or (ii) sent by registered post to the other party at the relevant address shown at the start of this Agreement (or such other address as may be notified to the other party from time to time). Any such communication shall take effect upon delivery to the addressee, such delivery having to be proved by the originator of the communication.
- 13.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than Consultant and Abcam (including Group Companies) or their permitted successors and assignees shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any Third Party.
- 13.8 The Consultant confirms that it has carried out the Right to Work check in line with the government legislation on prevention of illegal working and confirms that the Individuals are permitted to undertake the work as detailed in Schedule 1.
- 13.9 The Consultant is to notify Abcam immediately if there is any change to any Individual's circumstances which would mean that they are no longer able to carry out the work as detailed in Schedule 1.

14 **TERM AND TERMINATION**

- 14.3 Notwithstanding the date hereof, this Agreement shall be deemed to have commenced on [1 January 2020] ("**Effective Date**") and shall continue in force until the earlier of (a) (i) in respect of Heikki Lanckriet, 30 September 2020, and (ii) in respect of each of David Roth, Charlotte Neville and Francesca Fallon 30 June 2020, and (b) the Services have been completed and approved by Abcam or terminate in the manner set forth below.
- 14.4 Abcam may terminate the Engagement at any time by giving to Consultant not less than 10 days' notice in writing.
- 14.5 Abcam may terminate the Engagement immediately by giving written notice having immediate effect if:
- 15.6.1 Consultant is in material breach of this Agreement;
 - 15.6.2 Consultant is unable or fails to provide the Services
 - 15.6.3 Consultant fails to meet any material deadline;
 - 15.6.4 Consultant serves notice to terminate the Engagement; or

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- 15.6.5 Any Individual's employment with Consultant is terminated for any reason and the Consultant is unable to procure a substitute to provide the Services to Abcam.
- 15.7 The termination of this Agreement for whatever cause shall neither affect any of the rights or obligations of either party that have accrued until the effective date of such termination, nor shall it affect any rights or obligations of either party under this Agreement which are intended by the parties to survive such expiration or termination. In particular, the provisions of this Agreement that relate to disclosure and non-use of Confidential Information, shall survive the expiration or termination of this Agreement.
- 15.8 Upon termination of its engagement Consultant must (and must ensure that the Individuals will):
- 15.8.1 provide such co-operation and information as Abcam may reasonably request in connection with the termination and any consequences;
- 15.8.2 return immediately all items of Abcam' property which Consultant or the Individual has in their possession or under their control in connection with the Engagement (including any security pass, CDs, tapes, documents or copies of documents); and
- 15.8.3 delete any documents or information belonging to Abcam or Group Companies from any personal computer that the Individual or Consultant may have (unless returning that personal computer to Abcam) without retaining copies in any format.
- 15.9 On the date of termination of this Agreement, the Individuals and Consultant shall immediately cease all work requested hereunder and Abcam' obligation to pay Consultant for further work under this Agreement shall end. However, Abcam shall not be relieved of its obligations to compensate Consultant for unpaid Fees properly earned by Consultant prior to the date of termination.
- 15.10 The provisions in clauses 6 (Confidentiality), 8 (Intellectual Property), 14 (Term and Termination), 16 (Governing Law and Jurisdiction) shall survive termination of this Agreement

16 **GOVERNING LAW AND JURISDICTION**

- 16.8 This Agreement (and any dispute, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) is governed by and construed in accordance with the laws of England and Wales.
- 16.9 Each of the parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

IN WITNESS WHEREOF, the parties have duly executed this Agreement in two identical counterparts, as of the day and year first above written.

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ABCAM PLC

4BASEBIO LTD

Name:

Name:

Title:

Title:

Date:

Date:

SCHEDULE 1 – SERVICES

Description of Services

Such assistance with the integration of Expedeon Holdings Inc, and its subsidiaries, assets, employees, customer, suppliers and other related parties, into the Abcam group of companies as Abcam may reasonably request based on Abcam's determination of its needs at any time during the Term.

- **SCHEDULE 2 – FEES AND PAYMENT**

Fees

In respect of Services to be provided by Heikki Lanckriet - £2000 per day (plus VAT)

In respect of Services to be provided by David Roth - £1,500 per day (plus VAT)

In respect of Services to be provided by Charlotte Neville - £300 per day (plus VAT)

In respect of Services to be provided by Francesca Fallon - £250 per day (plus VAT)