

**AGREED FORM**

**..... 2019**

**[EXPEDEON AG] [EXPEDEON, INC]**

and

**EXPEDEON LIMITED**

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**DEED OF ASSIGNMENT**

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**THIS DEED OF ASSIGNMENT** is made the [ ] day of [ ] 2019

**BETWEEN:**

[**EXPEDEON AG** a stock incorporation under German law registered with the Commercial Register of the Local Court in Mannheim under no. HRB 335706 and whose registered office is Waldhofer Str. 102, 691203 Heidelberg, Germany] / [**EXPEDEON, INC.** a Californian corporation with [registered number [\*]] and whose principal offices are located at 10805 Vista Sorrento Parkway, Suite 100, San Diego, CA 9212] (the "**Assignor**"); and

**EXPEDEON LIMITED**, a company incorporated in England and Wales with registered number 04681599 and whose registered office is 25 Norman Way Industrial Estate, Norman Way, Over, Cambridge, CB24 5QE (the "**Assignee**").

**WHEREAS:**

The Assignor, being party to the contracts listed in Schedule 1 to this Deed (the "**Assigned Contracts**"), has agreed to assign the benefit of the Assigned Contracts to the Assignee on and subject to the terms of this Deed.

**NOW THIS DEED WITNESSETH** as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed, unless the context requires otherwise, the following expressions shall have the following meanings:

**"Assigned Contract"** means [*Drafting Note: To insert relevant Identified Contract from the SPA*];

**"Encumbrance"** means any claim, option, charge (fixed or floating), mortgage, lien, pledge, equity, encumbrance, right to acquire, right of pre-emption, right of first refusal, title retention or any other third party right, or other security interest or any other agreement or arrangement having a similar effect or any agreement to create any of the above; and

**"Notices of Assignment"** means the notices of assignment substantially in the form[s] set out in Schedule 2].

1.2 In this Deed, including its schedules, unless the context requires otherwise:

1.2.1 the contents page and headings and bold type face inserted in this Deed are inserted for convenience only and do not affect the interpretation of this Deed;

1.2.2 the schedules form part of this Deed and have the same force and effect as if expressly set out in the body of this Deed and any reference to this Deed shall include the schedules;

1.2.3 references to recitals, clauses, sub clauses, paragraphs and schedules (other than to a schedule to a statutory provision) are to recitals, clauses, sub-clauses and paragraphs of and schedules to this Deed;

1.2.4 references to the singular include the plural, and vice versa;

1.2.5 references to any gender include a reference to all genders;

1.2.6 references to persons include a reference to bodies corporate, unincorporated associations and partnerships;

1.2.7 references to statute or statutory provision include a reference:

(A) to that statute or provision as from time to time modified, extended, replaced or re-enacted;

- (B) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
- (C) to any subordinate legislation made under the relevant statute or statutory provision.

## 2. **ASSIGNMENT**

The Assignor hereby unconditionally, absolutely and immediately assigns to the Assignee all its rights, title, interest and benefit in, and in relation to, the Assigned Contracts.

## 3. **[CONSENT**

Pursuant to the Assigned Contract, the consent of the relevant counterparty is required for the assignments contemplated by this Deed to take effect. The Parties to this Deed agree and acknowledge that such consents have been obtained, and the same are exhibited at Schedule 1 to this Deed.]<sup>1</sup>

## 4. **NOTICE OF ASSIGNMENT**

The Assignor shall, upon the execution of this Deed, execute the Notice of Assignment in relation to each of the Assigned Contracts and deliver the same to the parties to whom such Notices are addressed.

## 5. **CAPACITY AND WARRANTIES**

5.1 The Assignor assigns the Assigned Contracts to the Assignee free from all Encumbrances.

5.2 The Assignor warrants to the Assignee that:

5.2.1 it has the right to transfer or procure the transfer of the full legal and beneficial interest in the Assigned Contracts on, and subject to, the terms of this Deed; and

5.2.2 it has not assigned any of its title or interest (or part thereof) to the Assigned Contracts to any third party, or created any other interest in the Assigned Contracts in favour of any third party.

## 6. **PERFORMANCE OF OBLIGATIONS**

The Assignee hereby agrees to perform the Assignor's obligations under the Assigned Contracts.

## 7. **INDEMNITY**

7.1 The Assignor shall indemnify and keep indemnified the Assignee against all liabilities, costs, expenses, claims, demands, proceedings, damages and losses that the Assignee may suffer or incur as a result of any act, neglect, default or omission on the part of the Assignor to perform or comply with any obligation of the Assignor under the Assigned Contracts arising prior to the date of this Deed, except to the extent that such losses, damages or costs arise as a result of the Assignee's failure to perform or satisfy its obligations under the Assigned Contracts after that date.

7.2 The Assignee shall indemnify the Assignor against all liabilities, costs, expenses, damages and losses that the Assignor suffers or incurs under or in connection with the Assigned Contracts from and including the date of this Deed except to the extent that such losses, damages or costs arise as a result of the Assignor's failure to perform or satisfy its obligations under the Assigned Contracts before that date.

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<sup>1</sup> ***[Drafting Note: To delete where the relevant Assigned Contract does not require counterparty consent.]***

8. **FURTHER ASSURANCE**

The Assignor agrees, subject to it being indemnified to its reasonable satisfaction, that at any time and from time to time upon the written request and at the cost of the Assignee, it will promptly and duly execute and deliver to the Assignee any and all such further instruments and documents and promptly take all such further action as the Assignee may consider desirable, acting reasonably, for it to obtain the full benefit of the assignment contained in this Deed.

9. **COSTS**

Each party to this Deed shall pay its own costs, charges and expenses incurred in the preparation, completion and implementation of this Deed and the documents referred to herein.

10. **SEVERABILITY**

If any provision or provisions of this Deed (or any document referred to herein) is or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Deed (or such document) shall not in any way be affected or impaired thereby.

11. **ENTIRE AGREEMENT AND VARIATION**

11.1 Each party represents and warrants to the other party that this Deed sets out and contains all of the legally binding agreements and arrangements between them in relation to its subject matter, and each party confirms that this Deed represents the entire understanding, constitutes the whole agreement, and (save where this Deed expressly provides otherwise) supersedes any previous agreement in relation to its subject matter between them, and excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing. Each party confirms that in entering into this Deed it has not relied on any representation, warranty or undertaking which is not expressly set out in this Deed.

11.2 No variation of any of the terms of this Deed shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.

12. **THIRD PARTY RIGHTS**

No person other than a party may enforce this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.

13. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

14. **GOVERNING LAW AND JURISDICTION**

This Deed and any dispute or claim arising out of, or in connection with it (whether contractual or non-contractual in nature) shall be governed by, and construed in accordance with, English law. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising from it (whether contractual or non-contractual in nature).

This Assignment has been executed as a Deed and is delivered on the date shown above.

Executed as a Deed by

**[Expedeon AG] [Expedeon, Inc.]**, a company incorporated in [Germany][California], acting by *[insert full name(s) of person(s) authorised]*, who, in accordance with the laws of that territory, [is][are] acting under the authority of that company

.....  
**(Signature of authorised person)**

***[Other signatures as required by German/Californian law]***

Executed as a Deed by  
**Expedeon Limited** acting by  
[insert name of director]  
in the presence of:

.....  
**(Signature of director)**

.....  
**(Name of witness)**

.....  
.....  
.....

**(Address of witness)**  
.....

**(Signature of witness)**

**SCHEDULE 1**  
**CONSENTS**



**SCHEDULE 2**  
**NOTICE OF ASSIGNMENT**

To: [Name of Counterparty]  
From: [Expedeon AG] [Expedeon, Inc.]

[ ] 2019

We are writing to you in respect of the [*describe agreement*] between us, dated [ ] (the "**Agreement**").

We hereby give you notice that by an assignment dated [ ] made between ourselves and Expedeon Limited (the "**Assignee**"), we have assigned to the Assignee all our rights, title and interest in the Agreement.

All future correspondence, dealings notices and payments in respect of the Agreement should be sent to the Assignee, whose contact details are set out below:

[ ]

Please acknowledge receipt of this notice of assignment by signing and returning the enclosed copy.

.....

for and on behalf of

[Expedeon AG] [Expedeon, Inc.]

On copy notice:

We hereby acknowledge receipt of the above notice of assignment.

.....

for and on behalf of

[Counterparty]