

## LICENSE AND RESEARCH FUNDING AGREEMENT

This License and Research Funding Agreement is entered into as of this 6th day of December, 2021 (the “**Effective Date**”), by and between Innocan Pharma Ltd., having a place of business at 10 Hamanofim St, Herzliya, Israel (the “**Company**”) and Ramot at Tel Aviv University Ltd. having a place of business at Tel-Aviv University, Ramat Aviv, Tel Aviv 61392, Israel (“**Ramot**”). Ramot and the Company shall each be referred to in this Agreement as a “**Party**” and together as the “**Parties**”.

**WHEREAS:** the rights and title to “Service Inventions” as defined in Tel Aviv University (“**TAU**”) Regulations for Inventions, Patents and their Commercialization, vest solely with Ramot; and

**WHEREAS:** the Parties signed a Sponsored Research Agreement on April 17, 2020 and it wishes to fund further research at TAU relating to exosomes loaded with Cannabinoids for human therapeutic applications; and

**WHEREAS:** the Company wishes to obtain an exclusive worldwide license to Ramot's rights in the Ramot Technology and the Joint Technology for the development, manufacture, and commercialization of Products in the Field (as defined herein); and

**WHEREAS:** Ramot agrees to grant the Company such a license, all in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE,** the parties hereto, intending to be legally bound, hereby agree as follows:

### **1. Definitions.**

Whenever used in this Agreement with an initial capital letter, the terms defined in this Section 1, whether used in the singular or the plural, shall have the meanings specified below.

“**2016060 Patents**” will mean the patent applications listed in Exhibit C with the Ramot reference numbers 2016060 and all future patent applications and patents claiming the inventions described therein.

“**2020103 Patents**” will mean the patent applications listed in Exhibit C with the Ramot reference numbers 2020103 and all future patent applications and patents claiming the inventions described therein.

“**Affiliate**” will mean, with respect to either party, any person, organization or entity controlling, controlled by or under common control with, such party. For purposes of this definition only, “control” of another person, organization or entity shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the activities, management or policies of such person, organization or entity, whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, control shall be deemed to exist when a person, organization or entity (i) owns or directly controls fifty percent (50%) or more of the outstanding

voting stock or other ownership interest of the other organization or entity, or (ii) possesses, directly or indirectly the power to elect or appoint fifty percent (50%) or more of the members of the governing body of the other organization or entity.

“**Calendar Quarter**” will mean the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 or December 31, for so long as this Agreement is in effect.

“**Calendar Year**” will mean successive one year periods beginning on January 1 and ending on December 31 for so long as this Agreement is in effect.

“**Commercialization and Development Plan**” will mean the plan for the development and commercialization of Products for use in the Field attached hereto as **Exhibit A**, as such plan may be amended from time to time pursuant to Section 6.2.

“**Consultation Results**” will mean any and all Know-how first developed or made by the Principal Investigator in the performance of the Consultation Services.

“**Consultation Services**” will mean any research activities or services (including consulting services) with respect to the Ramot Technology or Joint Technology, that are undertaken for the Company, its Affiliates or its Sublicensees outside of TAU without using any “University Resources” (as such term is defined in the TAU Regulations for Inventions, Patents and their Commercialization) by the Principal Investigator during any period that the Principal Investigator is employed by TAU or Ramot (including part-time employment, Sabbaticals and leave of absence) and during a period of one year thereafter, whether such activities or services are undertaken as an independent contractor or as an employee of the Company.

“**Development Milestones**” will mean the development milestones specified in **Exhibit B** attached hereto.

“**End User**” will mean the first entity, that is not the Company, any Affiliate or any Sublicensee, which is invoiced (under an arm's length business relationship) for any sales of Products.

“**First Commercial Sale**” will mean the first sale of a Product by the Company, an Affiliate of the Company, or a Sublicensee to an unaffiliated third party after (a) receipt of all governmental and other regulatory approvals required to market and sell the Product have been obtained in the country in which such Product is sold, and (b) the commencement of marketing efforts with respect to such Product. Sales for purposes of testing the Product and samples purposes shall not be deemed First Commercial Sale.

“**Field**” will mean exosomes loaded with Cannabinoids for human therapeutic applications.

“**Joint Know-how**” will mean any Know-how that is jointly discovered, generated, or obtained by, or on behalf of (a) the Principal Investigator in the course of the performance of the Research or the Consultation Services, and (b) one or more employees of the Company other than the Principal Investigator.

“**Joint Patents**” will mean any patents or patent applications that claim, and only to the extent they so claim, any Joint Know-how. For the purposes of this definition, the US law applicable to determining joint inventorship shall apply.

“**Joint Technology**” will mean the Joint Know-how and the Joint Patents.

“**Know-how**” will mean any discoveries, inventions (whether patentable or not), materials, information, data, designs, formulae, ideas, methods, models, assays, research plans, procedures, designs for experiments and tests and results of experimentation and testing (including results of research or development) processes (including manufacturing processes, specifications and techniques), laboratory records, chemical, pharmacological, toxicological, clinical, analytical and quality control data, trial data, case report forms, data analyses, reports or summaries and information contained in submissions to, and information from, ethical committees and regulatory authorities.

“**Major Markets**” will mean: (i) with respect to the 2016060 Patents: [REDACTED] [REDACTED] (ii) with respect to the 2020103 Patents: U [REDACTED] [REDACTED] and (iii) with respect to all other Ramot Patents and Joint Patents: [REDACTED] [REDACTED]

“**Net Sales**” will mean the gross amount invoiced by or on behalf of the Company, its Affiliates or Sublicensees (in each case, the “**Invoicing Entity**”) on sales of Products to a third party who will be an End User of the Products, less the following: (a) customary trade, quantity, or cash discounts to the extent actually allowed and taken; (b) amounts repaid or credited by reason of rejection or return; (c) to the extent separately stated in the invoices, any taxes or other governmental charges (value added tax and/or any similar sales tax) levied on the sale, delivery, which is imposed on the Invoicing Entity (as set out separately in the invoices, reflected in the Invoicing Entity's books, or otherwise substantiated in written documentation); and (d) to the extent separately stated in the invoices, reasonable freight and handling charges, provided that in the event that an Invoicing Entity receives non-monetary consideration for any Products or in the case of transactions not at arm's length between an Invoicing Entity and an End User, Net Sales shall be calculated based on the fair market value of such consideration or transaction, assuming an arm's length transaction made in the ordinary course of business.

“**Patent Challenge**” will mean any action before any patent office, court or other tribunal or agency, challenging the validity, patentability, enforceability and/or scope of any of the Ramot Patents or Joint Patents (including without limitation through an interference or reexamination procedures).

“**Phase I Trial**” will mean a human clinical trial of a compound in any country, the principal purpose of which is a preliminary determination of safety in healthy individuals or patients, that would satisfy the requirements of (i) 21 C.F.R. 312.21(a), or (ii) equivalent regulatory filings with similar requirements in a country or jurisdiction other than the United States. For the purpose of this Agreement, a Phase I Trial shall be deemed to commence upon the first dosing of a human patient in such Phase I Trial.

**“Phase II Trial”** will mean a human clinical trial of a compound in any country that is intended to explore a variety of doses, dose response, and duration of effect, and to generate initial evidence of clinical safety and activity in a target patient population that would satisfy the requirements of (i) 21 C.F.R. 312.21(b), or (ii) equivalent regulatory filings with similar requirements in a country or jurisdiction other than the United States. For the purpose of this Agreement, a Phase II Trial shall be deemed to commence upon the first dosing of a human patient in such Phase II Trial.

**“Phase III Trial”** will mean a human clinical trial of a compound, performed after preliminary evidence suggesting effectiveness of the compound has been obtained, conducted for inclusion in: (i) that portion of an FDA submission and approval process which provides for the continued trials of a product on sufficient numbers of human patients to confirm with statistical significance the safety and efficacy of a product sufficient to support a regulatory approval for the proposed indication, as more fully described in 21 C.F.R. 312.21(c), or (ii) equivalent regulatory filings with similar requirements in a country or jurisdiction other than the United States. For the purpose of this Agreement, a Phase III Trial shall be deemed to commence upon the first dosing of a human patient in such Phase III Trial.

**“Principal Investigator”** will mean Prof. Daniel Offen.

**“Priority Review Voucher”** means a priority review voucher awarded by FDA pursuant to Section 524 or Section 529 of the U.S. Federal Food, Drug and Cosmetic Act.

**“Product(s)”** will mean (a) any product, (i) which contains, comprises, utilizes or incorporates Ramot Technology and/or Joint Technology or any derivative thereof, in whole or in part, or (ii) is developed or manufactured with the use of the Ramot Technology and/or Joint Technology or any derivative thereof, in whole or in part, at any stage and (b) any service that uses or is based on or directly facilitates or supports the use of the Ramot Technology and/or Joint Technology or any derivative thereof.

**“Ramot Know-how”** will mean (i) Know-how in the TAU Team’s possession as of the Effective Date relating to production of exosomes, working with exosomes and methods for loading materials to exosomes, all of which that are unique/specific to exosomes loaded with Cannabinoids, (ii) the Research Results other than the Joint Know-how, and (iii) the Consultation Results other than the Joint Know-how. **“Ramot Patents”** will mean (i) the patent applications/patents described in **Exhibit C** attached hereto, (ii) all patent applications claiming the Ramot Know-how that are not already included in (i) above, (iii) all patent applications claiming the Research Results that are filed as a result of the performance of the Research, other than Joint Patents, (iv) all patent applications claiming the Consultation Results that are filed as a result of the performance of Consultation Services (if any), other than Joint Patents, (v) all divisional, continuation, and continuation –in-part applications of the foregoing applications, (vi) all patents issuing from any of the foregoing applications, and (vii) all reissues, reexaminations, extensions and restorations of any of the foregoing patents.

**“Ramot Technology”** will mean the Ramot Patents and the Ramot Know-how.

“**Research**” will mean the research actually conducted during the Research Period by the TAU Team under the terms of this Agreement in accordance with the Research Plan.

“**Research Plan**” will mean the research plan attached hereto as **Exhibit D** as may be amended from time to time by the mutual written agreement of the parties, which sets forth the research to be undertaken by the TAU Team under the direction of the Principal Investigator during the Research Period.

“**Research Results**” will mean any and all Know-how discovered, generated, or obtained by, or on behalf of, members of the TAU Team in the course of the performance of the Research.

“**Research Period**” will mean a period of 21 months commencing upon payment of the first installment of research funding by the Company in accordance with Section 2.2 herein.

“**Sublicense**” will mean any right granted, license given, or agreement entered into, by the Company or its Affiliate to or with any other person or entity, including an Affiliate of the Company, under or with respect to or permitting any use of the Ramot Technology or Joint Technology or any part thereof or otherwise permitting the development, manufacture, marketing, distribution and/or sale of Products, and any option to obtain or enter into such right, license, agreement or permission (regardless of the title given to such grant of rights), and any sale or transfer of any rights in any Priority Review Voucher issued or which may be issued in connection with or otherwise related to any Product.

“**Sublicensee**” will mean any person or entity granted a Sublicense.

“**Sublicense Agreement**” will have the meaning set forth in Section 5.2.2.

“**Sublicense Receipts**” will mean any payments or other consideration that the Company and its Affiliates receive, with the exception of Sublicense Royalties, in connection with a Sublicense, including without limitation license fees, license option fees, milestone payments, license maintenance fees, and equity, provided that in the event that the Company or its Affiliates receive non-monetary consideration in connection with a Sublicense, or in the case of transactions not at arm’s length, Sublicense Receipts shall be calculated based on the fair market value of such consideration or transaction, assuming an arm’s length transaction made in the ordinary course of business. Notwithstanding the foregoing, “Sublicense Receipts” shall not include equity investments in the Company or its Affiliates to the extent made at fair market value (if the investment exceeds the fair market value, only the excess amount will be treated as “Sublicense Receipts”). For the purpose of the foregoing, the “fair market value” of an entity’s equity securities shall be determined as follows: (i) if the shares of the relevant entity are not traded on a stock exchange or over the counter market, the value of such equity securities as determined in good faith by the Company’s Board of Directors, having regard to the value most recently paid by a third party for shares of such entity, and (ii) if the shares of the relevant entity are traded on a stock exchange or over the counter, the average closing price of such shares on the fifteen (15) trading days prior to the closing of the equity transaction.

“**Sublicense Royalties**” will mean any royalty or other consideration that is paid to the Company or its Affiliates on account of sales of Products by Sublicensees, other than Sublicensees who are Affiliates of the Company.

“**TAU Team**” will mean the Principal Investigator and those students, scientists and technicians performing the Research at TAU under his/her direction.

“**Valid Claim**” will mean a claim of a patent application or unexpired issued patent included in the Ramot Patents or Joint Patents so long as such claim shall not have been held invalid in a final court judgment or patent office decision that has not been appealed within the time allowed by law for an appeal, or from which there is no further appeal.

## **2. Research.**

### **2.1. Performance.**

**2.1.1.** Ramot shall cause TAU, under the direction of the Principal Investigator, to use reasonable efforts to perform the Research in accordance with the Research Plan; however, Ramot and TAU make no warranties regarding the achievement of any particular results.

**2.1.2.** The Research will be directed and supervised by the Principal Investigator, who shall have primary responsibility for the performance of the Research. If the Principal Investigator ceases to supervise the Research for any reason, Ramot will so notify the Company, and Ramot shall endeavor to find among the scientists at TAU, a scientist or scientists acceptable to the Company to continue the supervision of the Research in place of the Principal Investigator. If Ramot is unable to find such a scientist or scientists acceptable to the Company, within sixty (60) days after such notice to the Company, the Company shall have the option to terminate the funding of the Research. The Company shall promptly advise Ramot in writing if the Company so elects. Such termination of funding shall terminate Ramot’s and TAU’s obligations pursuant to Section 2.1.1 above with respect to the Research, but shall not terminate this Agreement or any of the other rights or obligations of the parties under this Agreement. Nothing contained in this Section 2.1.2, shall be deemed to impose an obligation on Ramot or TAU to successfully find a replacement for the Principal Investigator, as opposed to the obligation to endeavor to do so.

**2.1.3** Ramot's contact person with respect to issues concerning the Research shall be [REDACTED] The Company's contact person with respect to issues concerning the Research shall be [REDACTED]

**2.2. Funding of Research.** The Company shall fund the Research during the Research Period in the total amount of US\$ 1,177,200 (one million, one hundred and seventy-seven thousand and two hundred US Dollars) plus value added tax to the extent required by applicable law, which shall be paid to Ramot, as follows:

[REDACTED] (“First Instalment”)

[REDACTED] (“Second Instalment”)

[REDACTED] (“Third Instalment”)

[REDACTED] (“Fourth Instalment”)

The actual spending of the budget might vary between the different cost items, at the Principal Investigator's sole discretion, however the total budget will not be changed. For the avoidance of doubt, all payments payable to Ramot pursuant to this Section should be net of any deductions or tax withholding, if applicable, which shall be borne by the Company.

**2.3. Research Reports.** Principal Investigator shall provide the Company and Ramot with the deliverables/reports set forth in the Research plan.

**2.4 Early Termination of Research.** The Company may terminate the Research [REDACTED] by providing Ramot with a written notice of such termination no later than 20 days prior to the date of the Third Instalment. In such event, the Third Instalment and Fourth Instalment of the Research funding will not be due, however the Company will pay Ramot for any non-cancellable expenses that Ramot has already committed to (if any). For avoidance of doubt, the Company will still be required to pay the First Instalment and Second Instalment, and Ramot will not be required to refund either of these instalments.

### **3. Title.**

**3.1** As between the Parties, all rights, title and interest in and to the Ramot Technology are and shall be owned solely and exclusively by Ramot.

**3.2** As between the Parties, all rights, title and interest in and to the Joint Technology are and shall be owned jointly by the Company and Ramot. The Company shall be entitled to exploit the Joint Technology solely in accordance with the terms of this Agreement.

### **4. Patent Filing, Prosecution and Maintenance.**

#### **4.1 Filing and Prosecution.**

Ramot shall be responsible for the preparation, filing, prosecution, protection and maintenance of the Ramot Patents and Joint Patents. Except with respect to the 2016060 Patents and 2020103 Patents, Ramot shall use independent patent counsel selected by Ramot who shall be reasonably acceptable to the Company, and Ramot shall consult with the Company as to the preparation, filing, prosecution, protection and maintenance of the Ramot Patents and Joint Patents reasonably prior to any deadline or action with respect to any material decision in the U.S. Patent & Trademark Office or any other patent office and shall instruct the patent counsel to furnish the Company with copies of all relevant documents reasonably in advance of such consultation.

#### **4.2. Expenses.**

**4.2.1 2016060 Patents and 2020103 Patents.** It is acknowledged that each of the

2016060 Patents and 2020103 Patents are currently licensed by Ramot to an additional licensee (for use outside the Field). The Company [REDACTED] patent-related expenses with respect to the 2016060 Patents and 2020103 Patents, pursuant to this Section 4. If, at any given time, an additional entity receives a license from Ramot under a 2016060 Patents or 2020103 Patents for use outside of the Field, then during such time the Company will only be obligated to pay for the Company's proportionate share of the applicable on-going patent expenses [REDACTED]. If there are two additional entities, then each entity [REDACTED] on-going patent expenses, and so on.

**Ramot Patents and Joint Patents other than 2016060 Patents and 2020103 Patents.** The Company shall pay directly and on time all documented patent-related expenses with respect to the Ramot Patents and Joint Patents other than 2016060 Patents and 2020103 Patents, pursuant to this Section 4. In addition, within fifteen (15) days of the Effective Date, the Company shall reimburse Ramot for all expenses incurred by Ramot prior to the Effective Date with respect to the filing and prosecution of such Ramot Patents ("**Past Patent Expenses**"). Updated as of the Effective Date, such expenses equal NIS 33,663.

**4.2.2** In the event that the Company fails to pay or to reimburse Ramot for any expense relating to a Ramot Patent or Joint Patent when such payment is due, then in addition to any remedy that may be available to Ramot, Ramot shall be entitled to immediately discontinue the filing, prosecution, and maintenance of the relevant Ramot Patent and/or Joint Patent, without notice to the Company.

### **4.3. Abandonment.**

**4.3.1** Subject to the provisions of this section, the Company may elect not to pay for, or to cease paying for the filing, prosecution or maintenance of any of the Ramot Patents or Joint Patents (an "**Abandoned Patent Right**") in any country other than the Major Markets (an "**Abandoned Country**"). The Company shall provide Ramot with prompt written notice of such election, specifying the relevant Abandoned Patent Right and Abandoned Country (an "**Abandonment Notice**"). The Company shall be released from its obligations to pay for the expenses incurred thereafter in such Abandoned Country with respect to such Abandoned Patent Right, commencing 90 days after Ramot's receipt of such Abandonment Notice. In such event Ramot shall be entitled, but not obliged, to continue the preparation, filing, protection, prosecution, and maintenance of any Abandoned Patent Right in the Abandoned Country at its own expense, and in such event the license granted hereunder shall terminate with respect to such Abandoned Patent Right in such Abandoned Country, and Ramot shall be free, without further notice or obligation to the Company, to grant rights in and to such Abandoned Patent Rights with respect to such Abandoned Country to third parties. In the event that the Abandoned Patent is a Joint Patent, the Company shall assign its entire right, title and interest in such Abandoned Patent to Ramot, and shall take all action and execute all documents reasonably requested by Ramot in order to perfect the assignment of the Abandoned Patent to Ramot and if Ramot licenses such Abandoned Patent to a third party, the payment obligations towards the Company as set forth in Section 13.4.5

shall apply..

**4.3.2** The Company may not elect not to pay for, or to cease paying for, the Ramot Patents and Joint Patents in any Major Market. In the event that the Company fails to meet its obligations pursuant to Section 4.2 with respect to any Major Market, such failure shall constitute a material breach of the Company's obligations pursuant to this Agreement, and Ramot shall be entitled to terminate this Agreement in accordance with the provisions of Section 13.2.2.

**4.4 No Warranty.** Nothing contained herein shall be deemed to be a warranty by Ramot that the patent application/s included in the Ramot Patent or Joint Patents will result in an issued patent, or that any patent application or issued patent that is or may be included in the Ramot Patents or Joint Patents will be valid or of any value or will afford adequate or commercially worthwhile protection.

## **5. License Grant.**

### **5.1. License.**

Subject to the terms and conditions set forth in this Agreement, Ramot hereby grants to the Company an exclusive, worldwide, royalty-bearing license, under Ramot's rights in the Ramot Technology and the Joint Technology to make, use, offer to sell, sell and import Products in the Field. For purposes of this section, the term “exclusive” means that Ramot shall not grant such licenses or rights to any third party or to exercise any such rights itself, *subject, however*, to the right of Ramot, TAU, their employees, students and other researchers at TAU and at collaborating research institutions to practice the Ramot Technology and Joint Technology in the Field (i) for purposes of academic research and instruction, and (ii) for the purpose of conducting the Research.

### **5.2 Sublicense.**

**5.2.1. Sublicense Grant.** The Company shall be entitled to grant Sublicenses to third parties under the license granted pursuant to Section 5.1 on terms and conditions in compliance with and not inconsistent with the terms of this Agreement. With the exception of Sublicenses granted to Affiliates of the Company, such Sublicenses shall only be made for consideration and in bona-fide arm's length transactions.

**5.2.2. Sublicense Agreements.** Sublicenses shall only be granted pursuant to written agreements, which shall be in compliance and not inconsistent with and shall be subject and subordinate to the terms and conditions of this Agreement (each, a “**Sublicense Agreement**”). Each such Sublicense Agreement shall contain, among other things, provisions to the following effect:

**5.2.2.1.** All provisions necessary to ensure the Company's ability to perform its obligations under this Agreement, including without limitation its obligations under Sections 6 (as applicable), 8.3, 8.4, 12 and 13.3.3;

**5.2.2.2.** In the event of termination of the license set forth in Section 5.1

above, any existing Sublicense shall terminate; provided, however, that, Ramot shall be entitled, but not obliged, at the request of the Sublicensee, to enter into a new license agreement with such Sublicensee on substantially the same terms as those contained in a Sublicense Agreement, provided that such terms shall be amended, if necessary, to the extent required to ensure that such Sublicense Agreement does not impose any obligations or liabilities on Ramot which are not included in this Agreement;

**5.2.2.3.** The Sublicensee shall not be entitled to sublicense its rights under such Sublicense Agreement, provided that a Sublicensee that is an Affiliate of the Company may grant one further Sublicense of its rights; and

**5.2.2.4.** The Sublicense Agreement may not be assigned by Sublicensee without providing Ramot with a written notice of the assignment, which notice shall include the identity of the assignee.

**5.2.3. Delivery of Sublicense Agreement.** The Company shall furnish Ramot with a fully executed copy of each Sublicense Agreement, promptly after its execution. Ramot shall keep any such copies of Sublicense Agreements in its confidential files and shall use them solely for the purpose of monitoring the Company's and Sublicensees' compliance with their obligations and enforcing Ramot's rights under this Agreement.

**5.2.4. Breach by Sublicensee.** Any breach of the terms of this Agreement by a Sublicensee, including any act or omission by a Sublicensee which would have constituted a breach of this Agreement had it been an act or omission by the Company, shall constitute a breach of this Agreement by the Company. The Company shall indemnify Ramot for, and hold it harmless from, any and all damages or losses caused to Ramot as a result of any such breach by a Sublicensee.

**5.3 No Other Grant of Rights.** Nothing in this Agreement shall be construed as the grant of any right or license, express or implied, in or to any patent right, Know-how or other intellectual property right owned or controlled by Ramot or TAU, other than the Ramot Technology with respect to Products in the Field. Without in any way limiting the generality of the foregoing, the Company and Sublicensees shall not have any right under the Ramot Technology to develop, manufacture, market or sell products or services other than Products in the Field.

## **6. Development and Commercialization.**

**6.1. Diligence.** The Company shall use its best efforts, including funding consistent therewith, and/or shall cause its Affiliates or Sublicensees to use their best efforts, including funding consistent therewith: (i) to develop Products in the Field, including in accordance with the Commercialization and Development Plan during the periods and within the timetable specified therein, (ii) to introduce Products in the Field into the commercial market and (iii) to market and sell Products in the Field following such introduction into the market. Without limiting the foregoing, the Company, by itself or through its Affiliates or Sublicensees, shall meet each of the

Development Milestones within the time periods set forth in Exhibit B.

**6.2. Amendments to the Commercialization and Development Plan.** The Company shall be entitled, from time to time, to make such adjustments to the Commercialization and Development Plan as the Company believes, in its good faith judgment, are needed in order to improve the Company's ability to meet the Development Milestones. The Company shall notify Ramot promptly regarding material changes to the Commercialization and Development Plan. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Company shall not be entitled to change the Development Milestones or the time frames for achieving the Development Milestones without Ramot's prior written consent.

**6.3. Review Meetings.** The Principal Investigator, a Company representative and a Ramot representative shall meet or conduct a teleconference (at their election) no less than once every six (6) months or every twelve (12) months (at Ramot's election) during the term of this Agreement commencing with the Effective Date, at locations and times to be mutually agreed upon by the parties, (i) to review the progress being made under the Commercialization and Development Plan and the progress being made in any other research and development activities conducted by the Company, its Affiliates and Sublicensees relating to Products, (ii) to review and agree upon any necessary or desired revisions to the then current Commercialization and Development Plan, (iii) to review the progress being made towards fulfilling the Development Milestones and (iv) to discuss intended efforts for fulfilling such milestones.

**6.4. Progress Reports.** Within sixty (60) days after the end of each Calendar Year, the Company shall furnish Ramot with a written report on the progress of its, its Affiliates' and Sublicensees' efforts during the prior year to develop and commercialize Products in the Field, including without limitation research and development efforts, marketing efforts, and sales figures. The report shall also contain a discussion of intended efforts and sales projections for the then current year.

**6.5. Failure.** If the Company breaches any of its obligations pursuant to Section 6.1, Ramot shall notify the Company in writing of the Company's failure and shall allow the Company ninety (90) days to cure its failure. The Company failure to cure such failure to Ramot's reasonable satisfaction within such 90-day period shall constitute a material breach of this Agreement and Ramot shall have the right to terminate this Agreement forthwith.

## **7. Consideration for Grant of License**

In consideration for the rights and licenses granted to the Company pursuant to this Agreement, the Company shall pay to Ramot the following consideration:

**7.1 Upfront License Fee.** The Company shall pay Ramot a non-refundable license fee in the amount of [REDACTED] on the Effective Date.

### **7.2 Royalty Payments.**

**7.2.1. Royalty Rate.** The Company shall pay Ramot an amount equal to [REDACTED] of

all Net Sales of Products by the Company and its Affiliates.

If a Product sold in the US is not covered by at least one Valid Claim in the US, then the royalty payable to Ramot for sales of such Product in the US shall be reduced to [REDACTED] of the royalty set forth above.

### **7.2.2. Increased Royalty Rates upon a Patent Challenge.**

**7.2.2.1.** In the event that the Company, its Affiliate or a Sublicensee brings a Patent Challenge or assist a third party in bringing a Patent Challenge, the royalty rates payable to Ramot under Section 7 shall be doubled (including the Minimum Annual Amount, as defined in Section 7.3.2 below) during the pendency period of the Patent Challenge. Moreover, should such Patent Challenge be rejected or dismissed the royalty rates payable to Ramot shall be tripled (including the Minimum Annual Amount, as defined in Section 7.3.2 below).

**7.2.2.2.** In the event that the Company, its Affiliate or a Sublicensee bring a Patent Challenge or assist a third party in bringing a Patent Challenge, the Company agrees to pay directly to Ramot all royalties due under this Agreement during the pendency period of the Patent Challenge. For the sake of clarity, the Company shall not pay such amounts into any escrow or other account.

**7.2.3. Royalty Period.** The royalty set forth in Section 7.2 will be payable during a period which shall commence on the Effective Date and shall continue on a country-by-country, Product-by- Product basis, for the longer of: (a) fifteen (15) years from the date of the First Commercial Sale of such Product in such country; (b) until the last to expire of the Ramot Patents and Joint Patents in such country, and (c) until the end of any exclusivity on the Product granted by a regulatory or government body (the “**Royalty Period**”).

**7.3. Minimum Annual Royalties.** The Company shall pay Ramot a minimum annual royalty on January 1<sup>st</sup> of each Calendar Year, commencing on January 1, 2025. The minimum annual royalty on Jan. 1, 2025 shall be [REDACTED]. The minimum annual royalty payment shall be deducted from the royalties payable to Ramot for the same Calendar Year.

### **7.4 Sublicense Receipts and Sublicense Royalties.**

**7.4.1 Sublicense Receipts.** The Company shall pay Ramot [REDACTED], within thirty (30) days of receipt by the Company or its Affiliate of the Sublicense Receipts.

**7.4.2 Sublicense Royalties.** During the Royalty Period, the Company shall pay to Ramot an amount [REDACTED] (the “**Percentage Amount**”), but in any event not less than the Minimum Annual Amount and not more than the Maximum Annual Amount for each Calendar Year.

“**Minimum Annual Amount**” shall mean, with respect to each Product that is sold by a Sublicensee, [REDACTED], world-wide Net Sales of such Product by such

Sublicensee in the relevant Calendar Year.

“**Maximum Annual Amount**” shall mean, with respect to each Product that is sold by a Sublicensee, [REDACTED], world-wide Net Sales of such Product by such Sublicensee in the relevant Calendar Year.

In the event that the total Percentage Amount paid to Ramot in a given Calendar Year is less than the Minimum Annual Amount due for such Calendar Year, the Company shall pay the difference to Ramot within thirty days following the end of such Calendar Year. For the avoidance of doubt, in the event that no Sublicense Royalties are paid to the Company or its Affiliates on sales of Products by a given Sublicensee in a given Calendar Year, then the Company shall be required to pay to Ramot the applicable Minimum Annual Amount with respect to such Net Sales by such Sublicensee.

**7.5. Development Milestone Payments.** The Company shall pay Ramot the development milestone payments set forth below upon each occasion that the relevant milestone is achieved by the Company, its Affiliate or a Sublicensee with respect to a Product (the “**Development Milestone Payments**”). The Company shall pay to Ramot the Development Milestone Payment within thirty (30) days of achievement of the applicable development milestone.

[REDACTED]

For avoidance of doubt, a Development Milestone Payment for a development milestone that has occurred will be due even if a preceding Development Milestone Payment has not yet become due because the applicable development milestone payment has not been met.

If the Company or its Affiliates receive milestone payments from a Sublicensee with respect to the same development milestone and the same Product, the Company will only be obligated to pay Ramot the higher of (i) the applicable milestone payment described above or ([REDACTED] payment received by the Company or its Affiliates from the Sublicensee (Sublicense Receipts).

**8. Reports; Payments; Records.**

**8.1. Reports and Payments.**

**8.1.1 Reports on Net Sales.** Within sixty (60) days after the conclusion of each Calendar Quarter commencing with the first Calendar Quarter in which Net Sales are generated, the Company shall deliver to Ramot separate reports on Net Sales by the Company and its

Affiliates on the one hand, and Sublicensees other than Affiliates, on the other hand, containing the following information:

**8.1.1.1.** For Net Sales by the Company and its Affiliates, the Company shall provide the following information for each Invoicing Entity:

(a) the number of units of Products sold by the Company and each of its Affiliates for the applicable Calendar Quarter, separately itemized according to the Product, the Invoicing Entity and country of sale;

(b) the gross amount invoiced for Products sold by the Company and its Affiliates during the applicable Calendar Quarter, separately itemized according to the Product, the Invoicing Entity and indicating the currency of payment;

(c) a calculation of Net Sales of the Company and its Affiliates for the applicable Calendar Quarter, separately itemized according to the Product, the Invoicing Entity, and including an itemized listing of applicable deductions;

(d) the total royalty payable to Ramot in accordance with Section 7.2 on Net Sales of the Company and its Affiliates for the applicable Calendar Quarter, together with the exchange rates used for conversion. If no amounts are due to Ramot for Net Sales by the Company and its Affiliates in any Calendar Quarter, the report shall so state.

**8.1.1.2.** For Net Sales by Sublicensees other than Affiliates, the Company shall provide the following information for each such Sublicensee:

(a) the number of units of Products sold by each such Sublicensee in the applicable Calendar Quarter;

(b) the gross amount invoiced for Products sold by each such Sublicensee during the applicable Calendar Quarter, itemized according to Product and country of sale;

(c) a calculation of Net Sales of each such Sublicensee for the applicable Calendar Quarter, including an itemized listing of applicable deductions;

(d) the total Sublicense Royalties paid with respect to the sales of Products by such Sublicensee in the relevant Calendar Quarter, as itemized in (a) to (c) above, and the Percentage Amount actually paid or due to be paid to Ramot in accordance with Section 7.3.2;

(e) in the report for the last Calendar Quarter of each Calendar Year: (i) a calculation of the Minimum Annual Amount payable with respect to Net Sales of each Sublicensee in the relevant Calendar Quarter, (ii) the Percentage Amounts actually paid to Ramot on account of sales of such Licensed Product by such Sublicensee, and (iii) the additional amount, if any, that needs to be paid to Ramot in order to make up the difference between the Percentage Amounts actually paid to Ramot and the Minimum Annual Amount due;

If no amounts are due to Ramot for sales of Products by Sublicensees in the relevant Calendar Quarter, the report shall so state.

**8.1.2 Other Reports.** In addition to the reports delivered pursuant to Section 8.1.1, the Company shall notify Ramot in writing within seven (7) days of the occurrence of any of the following events:

(i) Receipt of regulatory approval; such notice shall detail the regulatory approval, its date, the country in which such regulatory approval was obtained and the type of Product in respect of which such regulatory approval was obtained.

(ii) First Commercial Sale; such notice shall describe the type of Product in respect of which such First Commercial Sale was made, the country in which such First Commercial Sale was made, and the date.

(iii) Receipt of any Sublicense Receipts; such notice shall include an explanation for the basis of such Sublicense Receipts;

(iv) the achievement of any of the Development Milestones set forth in Exhibit B.

(v) the achievement of any of the milestones triggering a Development Milestone Payment,

(vi) The filing of any patent applications claiming the Products (or any part thereof), other than Ramot Patents and Joint Patents.

(vii) The occurrence of any of the events specified in Section 13.2.3.

**8.2. Payment Terms and Currency.** Company will pay Ramot the amounts due under this Agreement on EOM (End Of Month) plus 30 days payment terms, against an invoice issued by Ramot. Payments to Ramot with respect to Net Sales, and Sublicense Receipts and Sublicense Royalties which are invoiced in United States Dollars, New Israeli Shekels, British Pounds Sterling or Euro, shall be made in the same currency in which they are invoiced. All other payments due under this Agreement shall be payable in United States Dollars. Conversion of foreign currency to U.S. dollars shall be made at the conversion rate existing in the United States (as reported in the Wall Street Journal) on the last working day of the applicable Calendar Quarter. Such payments shall be without deduction of exchange, collection, or other charges.

**8.3. Records.** The Company shall maintain, and shall cause its Affiliates (who make, use, offer to sell, sell or import Products) and Sublicensees to maintain, complete and accurate records of Products that are made, used, marketed, offered for sale or sold under this Agreement, any amounts payable to Ramot in relation to such Products and all Sublicense Receipts and Sublicense Royalties received by the Company and its Affiliates, which records shall contain sufficient information to permit Ramot to confirm the accuracy of any reports or notifications delivered to Ramot under Section 8.1. The relevant party shall retain such records relating to a given Calendar Quarter for at least seven (7) years after the conclusion of that Calendar Quarter, during which time Ramot shall have the right, at its expense, to cause an independent, certified

public accountant to inspect and audit such records during normal business hours for the sole purpose of verifying any reports and payments delivered under this Agreement. Such accountant shall not disclose to Ramot any information other than information relating to the accuracy of reports and payments delivered under this Agreement. The parties shall reconcile any underpayment within thirty (30) days after the accountant delivers the results of the audit. In the event that any audit performed under this section reveals an underpayment in excess of five percent (5%) in any Calendar Year, the audited party shall bear the full cost of such audit. Ramot may exercise its rights under this section only once every year per audited party and only with reasonable prior notice to the audited party. The Company shall cause its Affiliates and Sublicensees to fully comply with the terms of this section.

**8.4. Audited Report.** The Company shall furnish Ramot, and shall cause its Affiliates (who make, use, market, offer for sale or sell Products) and Sublicensees to furnish Ramot, within ninety (90) days after the end of each Calendar Year, commencing at the end of the Calendar Year of the First Commercial Sale, with a report, certified by an independent certified public accountant, relating to royalties and other payments due to Ramot pursuant to this Agreement in respect to the previous Calendar Year and containing the same details as those specified in Section 8.1 above in respect to the previous Calendar Year.

**8.5. Late Payments.** Any payments to be made under this Agreement that are not paid on or before the date such payments are due under this Agreement shall bear interest at a compounded monthly rate of [REDACTED] from the due date until the actual date of payment. In case the annual London Inter-bank Offered Rate (LIBOR) / Prime rate will change by more than [REDACTED] effect on the Effective Date, Ramot will be able to change the interest rate accordingly.

**8.6. Payment Method.** Ramot shall invoice the Company in accordance with the details provided by the Company in Exhibit E. Each payment due to Ramot under this Agreement shall be paid by wire transfer of funds to Ramot's account in accordance with the account details appearing in Exhibit E. If the Company issues a purchase order, such purchase order shall be for the total funding amount set forth above.

**8.7. VAT; Withholding and Similar Taxes.** All amounts to be paid to Ramot pursuant to this Agreement are exclusive of Value Added Tax. The Company shall add value added tax, as required by law, to all such amounts. If applicable laws require that taxes be withheld from any amounts due to Ramot under this Agreement, the Company shall (a) deduct these taxes from the remittable amount, (b) pay the taxes to the proper taxing authority, and (c) promptly deliver to Ramot a statement including the amount of tax withheld and justification therefore, and such other information as may be necessary for tax credit purposes.

## **9. Confidential Information**

### **9.1 Confidentiality.**

**9.1.1. Ramot Confidential Information.** The Company agrees that, without the

prior written consent of Ramot for the longer of: (a) the term of this Agreement; and (b) a period of seven (7) years from date of disclosure, it will keep confidential, and not disclose or use Ramot Confidential Information (as defined below) other than for the purposes of this Agreement. The Company shall treat such Ramot Confidential Information with the same degree of confidentiality as it keeps its own confidential information, but in all events no less than a reasonable degree of confidentiality. The Company may disclose Ramot Confidential Information only (i) to employees and consultants of the Company or of its Sublicensees who have a “need to know” such information in order to enable the Company to exercise its rights or fulfill its obligations under this Agreement and are legally bound by agreements which impose confidentiality and non-use obligations comparable to those set forth in this Agreement and (ii) pursuant to the requirements of applicable regulatory agencies (due to the fact that the Company is a publicly traded company), provided that the Company gives Ramot prompt written notice of such requirement and discloses only the specific Confidential Information that it is required to disclose. For purposes of this Agreement, “**Ramot Confidential Information**” means any scientific, technical, trade or business information relating to the subject matter of this Agreement designated as confidential or which otherwise should reasonably be construed under the circumstances as being confidential disclosed by or on behalf of Ramot, TAU or any of their employees, researchers or students to the Company, whether in oral, written, graphic or machine-readable form, except to the extent such information: (i) was known to the Company at the time it was disclosed, other than by previous disclosure by or on behalf of Ramot, TAU or any of their employees, researchers or students, as evidenced by the Company’s written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement; (iii) is lawfully and in good faith made available to the Company by a third party who is not subject to obligations of confidentiality to Ramot, or TAU with respect to such information; or (iv) is independently developed by the Company without the use of or reference to Ramot Confidential Information, as demonstrated by documentary evidence. For the avoidance of doubt Ramot Confidential Information shall also include the Ramot Technology.

**9.1.2. The Company Confidential Information.** Ramot agrees that, without the prior written consent of the Company for the longer of: (a) the term of this Agreement; and (b) a period of seven (7) years from date of disclosure, it will keep confidential, and not disclose or use the Company Confidential Information (as defined below) other than for the purposes of this Agreement. Ramot shall treat the Company Confidential Information with the same degree of confidentiality as it keeps its own confidential information, but in all events no less than a reasonable degree of confidentiality. Ramot may disclose the Company Confidential Information only to employees and consultants of Ramot or of its Affiliates who have a “need to know” such information in order to enable Ramot to exercise its rights or fulfill its obligations under this Agreement and are legally bound by agreements which impose confidentiality and non-use obligations comparable to those set forth in this Agreement. For purposes of this Agreement, “**Company Confidential Information**” means any scientific, technical, trade or business, commercial or legal information relating to the subject matter of this Agreement designated as confidential or which otherwise should reasonably be construed under the circumstances as being confidential that is disclosed to Ramot by or on behalf of the Company in writing pursuant to

Sections 6, 8.1 or 8.4 of this Agreement, except to the extent such information: (i) was known to Ramot or TAU at the time it was disclosed, other than by previous disclosure by or on behalf of the Company as evidenced by Ramot or TAU written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement; (iii) is lawfully and in good faith made available to Ramot or TAU by a third party who is not subject to obligations of confidentiality to the Company with respect to such information; or (iv) is independently developed by Ramot or TAU without the use of or reference to the Company Confidential Information, as demonstrated by documentary evidence.

**9.1.3. Disclosure of Agreement.** Each party may disclose the terms of this Agreement to the extent required, in the reasonable opinion of such party's legal counsel, to comply with applicable laws. Notwithstanding the foregoing, before disclosing this Agreement or any of the terms hereof pursuant to this section, the parties will consult one another on the terms of this Agreement to be redacted in making any such disclosure. If a party discloses this Agreement or any of the terms hereof in accordance with this section, such party agrees, at its own expense, to seek confidential treatment of portions of this Agreement or such terms, as may be reasonably requested by the other party. Ramot may disclose the terms of this Agreement to the members of the TAU Team and/or other researchers at TAU who were previously involved in the development of the Ramot Technology, and to their respective legal or financial advisers.

**9.1.4. Publicity.** Each Party shall be entitled to display on its website the company logo of the other Party and a link to the other Party's website, as well as information about the other Party's activities disclosed on such other Party's website. Except as expressly permitted under Section 9.1.3 and this section, neither Party will make any public announcement regarding this Agreement without the prior written approval of the other Party, and neither Party, nor any of the Company's Sublicensees will use the name or logo of the other Party or TAU or any of their trustees, officers, faculty, researchers, students, employees, or agents, or any adaptation of such names, in any promotional material or other public announcement or disclosure relating to the subject matter of this Agreement without the prior written consent of the other Party.

**9.2. Academic Publications.** The Principal Investigator and other members of the TAU Team shall have the right to publish the Ramot Technology and Joint Technology with respect to the Field in scientific publications or to present such results at scientific symposia, provided that the following procedure is followed:

**9.2.1.** No later than thirty (30) days prior to submission for publication of any scientific articles, abstracts or papers concerning the Ramot Technology or Joint Technology with respect to the Field and prior to the presentation of the same at any scientific symposia, the Principal Investigator shall send the Company a written copy of the material to be so submitted or presented, and shall allow the Company to review such submission to determine whether the publication or presentation contains subject matter for which patent protection should be sought.

**9.2.2.** The Company shall provide its written comments with respect to such publication or presentation within thirty (30) days following its receipt of such written material. If the Company does not provide written comments within the thirty (30) days set forth above, it

shall be deemed to have approved such proposed publication or presentation.

**9.2.3.** If the Company, in its written comments, identifies material for which patent protection should be sought, then the Principal Investigator shall delay the publication of such publication or presentation, so that it is no earlier than sixty (60) days from the receipt of such written comments, in order to enable Ramot to make the necessary patent filings in accordance with Section 4. For avoidance of doubt, if Ramot has filed a patent application prior to the end of the 60-day period, the publication may be made as soon as such application has been filed.

**9.2.4.** If the Company, in its written comments, identifies Company Confidential Information in the material to be published, such Company Confidential Information shall be removed prior to publication.

**9.2.5** After compliance with the foregoing procedures with respect to an academic, scientific or medical publication and/or public presentation, the Principal Investigator shall not have to resubmit any such information for re-approval should it be republished or publicly disclosed in another form.

## **10. Enforcement of Patent Rights.**

**10.1. Notice.** In the event either party becomes aware of any possible or actual infringement or unauthorized possession, knowledge or use of the Ramot Patents or Joint Patents in the Field (collectively, an “**Infringement**”), that party shall promptly notify the other party and provide it with details regarding such Infringement.

**10.2. Suit by the Company.** The Company shall have the right, but not the obligation, to take action in the prosecution, prevention, or termination of any Infringement. Should the Company elect to bring suit against an infringer and Ramot is joined as party plaintiff in any such suit, Ramot shall have the right to approve the counsel selected by the Company to represent the parties, such approval not to be unreasonably withheld. The expenses of such suit or suits that the Company elects to bring, including any expenses of Ramot incurred in conjunction with the prosecution of such suits or the settlement thereof, shall be paid for entirely by the Company and the Company shall hold Ramot free, clear and harmless from and against any and all costs of such litigation, including attorney’s fees. The Company shall not compromise or settle such litigation without the prior written consent of Ramot, which consent shall not be unreasonably withheld or delayed. In the event the Company exercises its right to sue pursuant to this section, it shall first reimburse itself out of any sums recovered in such suit or in settlement thereof for all out of pocket costs and expenses of every kind and character, including reasonable attorney’s fees, necessarily involved in the prosecution of any such suit. If, after such reimbursement, any funds shall remain from said recovery, then Ramot shall receive an amount equal to █████ of such funds and the █████ of such funds shall be retained by the Company.

**10.3. Suit by Ramot.** If the Company does not take action in the prosecution, prevention, or termination of any Infringement pursuant to Section 10.2 above, and has not commenced negotiations with the infringer for the discontinuance of said Infringement, within ninety (90) days

after receipt of notice to the Company by Ramot of the existence of an Infringement, Ramot may elect to do so. Should Ramot elect to bring suit against an infringer and the Company is joined as party plaintiff in any such suit, the Company shall have the right to approve the counsel selected by Ramot to represent the Parties, such approval not to be unreasonably withheld. The expenses of such suit or suits that Ramot elects to bring shall be paid for entirely by Ramot, other than the expenses of the Company incurred in conjunction with the prosecution of such suits or the settlement thereof, which shall be paid for entirely by the Company. In the event Ramot exercises its right to sue pursuant to this section, any sums recovered in such suit or in settlement thereof shall be retained by Ramot.

**10.4. Own Counsel.** Each party shall always have the right to be represented by counsel of its own selection and at its own expense in any suit instituted under this Section 10 by the other party for Infringement.

**10.5. Cooperation.** Each party agrees to cooperate fully in any action under this Section 10 which is controlled by the other party.

**10.6. Standing.** If a party lacks standing and the other party has standing to bring any such suit, action or proceeding, then such other party shall do so at the request of and at the expense of the requesting party. If either party determines that it is necessary or desirable for another party to join any such suit, action or proceeding, the other party shall execute all papers and perform such other acts as may be reasonably required in the circumstances.

## **11. Warranties; Limitation of Liability; Disclaimer.**

**11.1 Warranty of the Company.** The Company warrants that it will comply with and shall ensure that its Affiliates and Sublicensees comply with, all local, state, and national laws and regulations relating to the development, manufacture, use, and sale of Products.

### **11.2. Disclaimer.**

RAMOT MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RAMOT TECHNOLOGY OR JOINT TECHNOLOGY OR OTHER SUBJECT MATTER OF THIS AGREEMENT. AMONG OTHER THINGS, RAMOT DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY:

- (A) AS TO THE NOVELTY OR THE COMMERCIAL VALUE OF THE RAMOT TECHNOLOGY OR JOINT TECHNOLOGY (OR ANY PART THEREOF);
- (B) AS TO THE VALIDITY OR SCOPE OF THE RAMOT PATENTS OR JOINT PATENTS;
- (C) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (D) THAT THE RAMOT TECHNOLOGY OR JOINT TECHNOLOGY MAY BE EXPLOITED OR USED WITHOUT INFRINGING OTHER PATENTS OR INTELLECTUAL

## PROPERTY RIGHTS OF THIRD PARTIES.

**11.3. Limitation of Liability.** Ramot shall not be liable to the Company with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for (i) any indirect, incidental, consequential or punitive damages or lost profits or (ii) cost of procurement of substitute goods, technology or services.

## **12. No Liability; Indemnification.**

**12.1. No Liability.** Ramot, TAU, the Principal Investigator, the other members of the TAU team, their affiliates and their respective directors, officers, employees, and agents and their respective successors, heirs and assigns (the “**Ramot Indemnitees**”) shall not be liable for the practice or use of any of the Ramot Technology or Joint Technology (or any part thereof) by the Company, its Affiliates or any of their Sublicensees, or with respect to any product, process, or service that is made, used, or sold pursuant to any right or license granted by Ramot to the Company under this Agreement. In any event, Ramot's total liability under this Agreement shall not exceed the sums received by Ramot from the Company under this Agreement.

**12.2 Indemnity.** The Company shall indemnify, defend, and hold harmless the Ramot Indemnitees against any liability, damage, loss, or expense (including reasonable attorneys fees and expenses of litigation) incurred by or imposed upon any of the Ramot Indemnitees in connection with any claims, suits, actions, demands or judgments (“**Claims**”) under any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability) resulting from or arising out of the practice or use of any of the Ramot Technology or Joint Technology (or any part thereof) by the Company, its Affiliates or any of their Sublicensees, or concerning any product, process, or service that is made, used, or sold pursuant to any right or license granted by Ramot to the Company under this Agreement.

**12.3 Procedures.** If any Ramot Indemnitee receives notice of any Claim, such Ramot Indemnitee shall, as promptly as is reasonably possible, give the Company notice of such Claim; provided, however, that failure to give such notice promptly shall only relieve the Company of any indemnification obligation it may have hereunder to the extent such failure diminishes the ability of the Company to respond to or to defend the Ramot Indemnitee against such Claim. Ramot and the Company shall consult and cooperate with each other regarding the response to and the defense of any such Claim and the Company shall, upon its acknowledgment in writing of its obligation to indemnify the Ramot Indemnitee, be entitled to and shall assume the defense or represent the interests of the Ramot Indemnitee in respect of such Claim, that shall include the right to select and direct legal counsel and other consultants to appear in proceedings on behalf of the Ramot Indemnitee and to propose, accept or reject offers of settlement, all at its sole cost; provided, however, that no such settlement shall be made without the written consent of the Ramot Indemnitee, such consent not to be unreasonably withheld. Nothing herein shall prevent the Ramot Indemnitee from retaining its own counsel and participating in its own defense at its own cost and expense.

**12.4.** The Company shall maintain insurance that is reasonably adequate to fulfill any potential obligation to the Ramot Indemnitees under this Section 12, taking into consideration, among other things, the nature of the products or services commercialized. Such insurance shall be obtained from a reputable insurance company. Ramot and TAU shall be added as co-insured parties under such insurance policy. The Company hereby undertakes to comply punctually with all obligations imposed upon it under such policy(ies), including without limitation the obligation to pay in full and punctually all premiums and other payments due under such policy(ies). The Company shall provide Ramot, upon request, with written evidence of such insurance. The Company shall continue to maintain such insurance after the expiration or termination of this Agreement during any period in which the Company or any Sublicensee continues to make, use, or sell Products, and thereafter for a period of seven (7) years.

### **13. Term and Termination.**

**13.1. Term.** The term of this Agreement shall commence on the Effective Date and, unless earlier terminated as provided in this Section 13, shall continue in full force and effect until the expiration of all payment obligations of the Company pursuant to this Agreement. Upon the expiration of this Agreement, the license granted to the Company under Section 5.1 shall become perpetual, irrevocable, fully paid up and royalty free. For avoidance of doubt, completion and/or termination of the Research shall not terminate the license granted to the Company hereunder.

#### **13.2. Termination.**

**13.2.1. Termination Without Cause.** The Company may terminate this Agreement for any reason upon sixty (60) days prior written notice to Ramot, provided however, that, subject to Sections 2.1.2 and 2.4, the Company may not terminate its obligation to fund the Research.

**13.2.2. Termination for Default.** Without derogating from Ramot's right to terminate this Agreement under Section 6.5, in the event that either party commits a material breach of its obligations under this Agreement and fails to cure that breach within forty five (45) days after receiving written notice thereof, the other party may terminate this Agreement immediately upon written notice to the party in breach. For the avoidance of doubt, it is expressly agreed that breach of a payment obligation under the Agreement by the Company shall be deemed to be a material breach of this Agreement and subject to the foregoing provisions.

**13.2.3. Bankruptcy.** Ramot may terminate this Agreement upon notice to the Company in the event of the granting of a winding-up order in respect of the Company, or upon an order being granted against the Company for the appointment of a receiver, or if the Company passes a resolution for its voluntary winding-up, or if a temporary or permanent liquidator or receiver is appointed in respect of the Company, or if a temporary or permanent attachment order

is granted on the Company's assets, or a substantial portion thereof, or if the Company shall seek protection under any laws or regulations, the effect of which is to suspend or impair the rights of any or all of its creditors, or to impose a moratorium on such creditors, or if anything analogous to any of the foregoing in this section under the laws of any jurisdiction occurs in respect of the Company; provided that in the case that any such order or act is initiated by any third party, the right of termination shall apply only if such order or act as aforesaid is not cancelled within 90 (ninety) days of the grant of such order or the performance of such act.

**13.2.4. Termination by Ramot upon Challenge to Validity of Patents.** In addition to the above, Ramot shall be entitled to terminate this Agreement with five (5) business days prior notice to the Company in the event that the Company or its Affiliate brings a Patent Challenge against Ramot. In the event that a Patent Challenge is brought against Ramot by a Sublicensee, Ramot shall be entitled to require that the Company terminate the Sublicense with such Sublicensee within twenty (20) business days after receipt of written notice from Ramot. In the event that the Company does not terminate the Sublicense within twenty (20) business days of Ramot's written request, Ramot shall be entitled to terminate this Agreement.

### **13.3. Effect of Termination.**

**13.3.1. Termination of Rights.** Upon termination by the Company pursuant to Sections 13.3.1 or 13.2.2 hereof or by Ramot pursuant to Sections 6.5, 13.2.2, 13.2.3 or 13.2.4 hereof: (a) the rights and licenses granted to the Company under Section 5 shall terminate; (b) all rights in and to the Ramot Technology and Ramot's rights in the Joint Technology shall revert to Ramot, and the Company and its Sublicensees shall not be entitled to make any further use whatsoever of or practice the Ramot Technology and the Joint Technology, nor shall the Company or its Sublicensees develop, make, have made, use, offer to sell, sell, have sold, import, export, otherwise transfer physical possession of or otherwise transfer title to Products; and (c) any existing Sublicense shall terminate; provided, however, that Ramot shall be entitled, but not obliged, at the request of such Sublicensee, to enter into a new license agreement with such Sublicensee on substantially the same terms as those contained in such Sublicense agreement, provided that such terms shall be amended, if necessary, to the extent required to ensure that such Sublicense agreement does not impose any obligations or liabilities on Ramot which are not included in this Agreement.

**13.3.2. Accruing Obligations.** Termination of this Agreement shall not relieve the parties of obligations occurring prior to such termination, including obligations to pay amounts accruing hereunder up to the date of termination. Without limiting the generality of the foregoing, the Company shall be obligated to pay all patent related expenses with respect to patent activities occurred prior to the termination date.

**13.3.3. Transfer of Regulatory Filings and Know How.** In the event the Company terminates this Agreement pursuant to Section 13.2.1 or Ramot terminates this Agreement pursuant to Section 6.5, 13.2.2, 13.2.3 or 13.2.4, the Company shall assign and transfer

to Ramot: (i) all documents and other materials filed by or on behalf of the Company, its Affiliates and its Sublicensees with regulatory agencies in furtherance of applications for regulatory approval in the relevant country with respect to Products and all documents and other materials received by such regulatory entities; and (ii) all intellectual property, Know-how, inventions, conceptions, compositions, materials, methods, processes, data, information, records, results, studies and analyses, discovered or acquired by, or on behalf of the Company its Affiliates and its Sublicensees which relate directly to actual or potential Products (the “**Assigned IP**”).

**13.3.4. Assignment of the Company's rights in the Joint Technology.** In the event the Company terminates this Agreement (in whole or in part) pursuant to Section 13.2.1 or Ramot terminates this Agreement pursuant to Section 6.5, 13.2.2, 13.2.3 or 13.2.4, the Company shall take all action reasonably necessary, including, without limitation, the execution of any document, to assign to Ramot all of Ramot's interest in the Joint Technology.

**13.3.5** Subject to the Company's compliance with its obligations under sections 13.3.3. and 13.3.4, Ramot shall pay to the Company a royalty equal to [REDACTED] of all Net Ramot Receipts (as such term is defined below) actually received by Ramot up to a maximum amount equal to the development costs actually incurred by the Company in the development of the Assigned IP and Joint Technology as documented in the Company's formal records. All such royalties shall be paid by Ramot on a calendar quarterly basis, within thirty (30) days of the end of the Calendar Quarter in which the Ramot Receipts were received. Ramot shall report to the Company and pay such amounts to the Company in accordance with the procedures set forth in this Agreement with respect to the Company's payment and reporting obligations to Ramot as described in Section 8 above, *mutatis mutandis*. For the purpose of the foregoing, the following terms shall have the following meanings:

“**Net Ramot Receipts**” shall mean Ramot Receipts less Ramot Expenses.

“**Ramot Receipts**” shall mean all monetary and non monetary consideration (or at Ramot's option the cash equivalent of such non-monetary consideration) actually received by Ramot in connection with the commercialization of the Assigned IP or Joint Technology, alone or together with the Ramot Technology, by Ramot to a third party (“Ramot Commercialization”); provided that “Ramot Receipts” shall not include payments specifically paid for the conduct of identified research activities relating to the Assigned IP or Ramot Technology or Joint Technology (including customary overhead) and in accordance with detailed budgets and research workplans.

“**Ramot Expenses**” shall mean, to the extent not otherwise reimbursed, all out-of-pocket expenses and reasonable professional fees, including legal fees, patent agent fees and fees paid to other experts, incurred by Ramot in connection with: (a) the filing, prosecution, maintenance or enforcement of any patent application or patent covering or included in the Assigned IP, Ramot Technology and Joint Technology; or (b) the preparation, negotiation, execution and/or enforcement of the Ramot Commercialization Agreement.

**13.4. Survival.** The parties' respective rights, obligations and duties under Sections 3

(Title), 4.2.2 (Past Patent Expenses), 8.2 (Payment Currency), 8.3 (Records), 8.4 (Audited Report), 8.5 (Late Payments), 8.6 (Payment Methods), 8.7 (VAT; Withholding and Similar Taxes), 9.1 (Confidential Information), 11 (Warranties; Disclaimer), 12 (No Liability; Indemnification), 13.4 (Effect of Termination), 14.2 (Publicity Restrictions), 14.3 (Notices) and 14.4 (Governing Law and Jurisdiction), as well as any rights, obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

#### **14. Miscellaneous.**

**14.1. Entire Agreement.** This Agreement is the sole agreement with respect to the subject matter hereof and except as expressly set forth herein, supersedes all other agreements and understandings between the parties with respect to the same. The provisions of this Agreement with respect to the Consultation Services will supersede any contradicting provisions in any agreement executed by the Principal Investigator with respect to consulting services provided to the Company or employment with the Company.

**14.2. Publicity Restrictions.** Subject to Section 9.1.3, the Company and its Sublicensees shall not use the name or logo of Ramot, TAU or any of their trustees, officers, faculty, researchers, students, employees, or agents, or any adaptation of such names, in any promotional material or other public announcement or disclosure relating to the subject matter of this Agreement without the prior written consent of Ramot.

**14.3. Notices.** Unless otherwise specifically provided, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 14.3:

If to the  
Company:                   Innocan Pharma Ltd.  
                                  10 Hamanofim St.,  
                                  Herzliya,  
                                  Israel  
                                  Attn: CEO and General Counsel

If to Ramot:                Ramot at Tel Aviv University Ltd.  
                                  P.O. Box 39296  
                                  Tel Aviv 6139201  
                                  Israel  
                                  Attn: CEO and General Counsel

**14.4. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of Israel, without regard to the application of principles of conflicts of law, except for matters of patent law, which, other than for matters of inventorship on patents, shall be governed by the patent laws of the relevant country of the patent. The parties hereby consent to personal jurisdiction in Israel and agree that the competent court in Tel Aviv, Israel shall have sole jurisdiction over any and all matters arising from this Agreement, except that Ramot may bring suit against the Company in any other jurisdiction outside Israel in which the Company has assets or a place of business.

**14.5. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.

**14.6. Headings.** Section and subsection headings are inserted for convenience of reference only and do not form a part of this Agreement.

**14.7. Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

**14.8. Amendment; Waiver.** This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived, only by a written instrument executed by each party or, in the case of waiver, by the party waiving compliance. The delay or failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the rights at a later time to enforce the same. No waiver by either party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further or continuing waiver of any such condition or of the breach of such term or any other term of this Agreement.

**14.9. No Agency or Partnership.** Nothing contained in this Agreement shall give any party the right to bind another, or be deemed to constitute either party as agents for each other or as partners with each other or any third party.

**14.10. Assignment and Successors.** The Company will not be entitled to assign or encumber all or any of its rights or obligations under this Agreement to any other entity without the prior written consent of Ramot. Notwithstanding the foregoing, the Company shall be entitled to assign as a whole its entire rights and obligations under this Agreement to a successor entity in a merger or acquisition transaction, provided that (i) the assignee undertakes in writing to assume and perform all of the Company's obligations under this Agreement, and (ii) Ramot shall not, as a result of such assignment, be subject to any additional financial or legal obligation that would not have applied to Ramot but for such assignment, including without limitation, any additional tax, impost, fee or deduction on payments made to Ramot pursuant to this Agreement.

**14.11. Interpretation.** The parties hereto acknowledge and agree that: (i) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have

contributed to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to both parties hereto and not in favor of or against either party, regardless of which party was generally responsible for the preparation of this Agreement.

**14.12. Severability.** If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Ramot at Tel Aviv University Ltd.



Innocan Pharma Ltd.



I acknowledge and agree to the terms of this Agreement.



Principal Investigator

Exhibit A

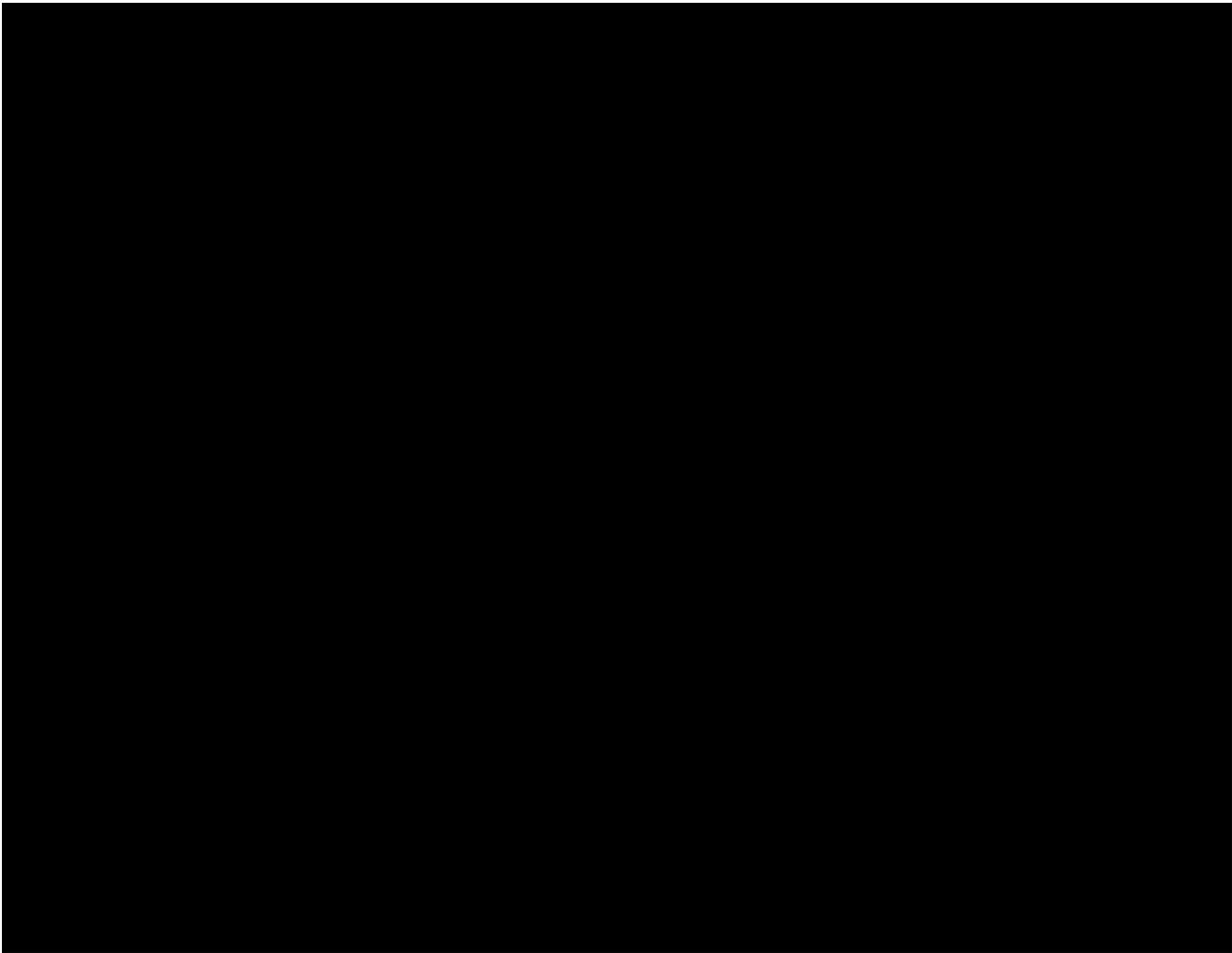


Exhibit B

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Exhibit C

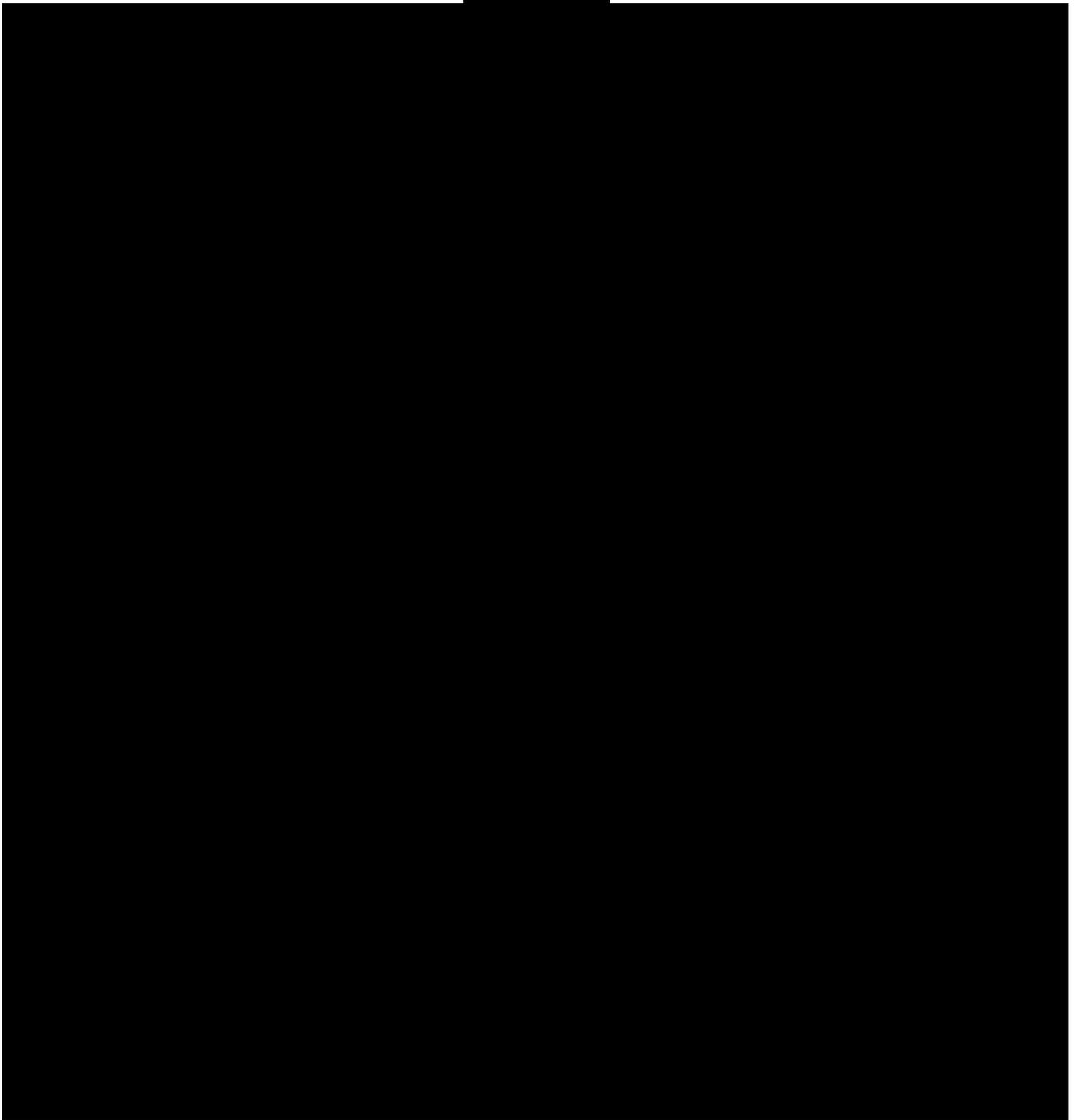


Exhibit D

[REDACTED]

[REDACTED]

**EXHIBIT E**

