

TERMSHEET

between the
Technical University of Munich
- hereinafter **referred to** as "TUM" -

and the
COMPANY
- hereinafter referred to as "**Start-up**" -

Preamble

Topic	Conditions
Patent	TUM file number: List of all pending patent applications and granted patents (including title and application number)
Know-How	All information clearly defined in Appendix A
Material	Material described in Appendix B
Software	TUM file number and title of the software
Licensor	TUM
Licensee	Start-up
Licensed Product	All products or services in which at least one patent claim of the Patent is used either literally, equivalently or indirectly and/or in which the Know-How, Material or Software is used.
Type of license	For example: exclusive license / non-exclusive license to Patent
Type of license for Material/Know-How	Sale/Transfer/Licensing of Material non-exclusive license to Know-How
Type of license for Software (copyrights)	Adaptable to Software, e.g. for open-source components
Research License	Notwithstanding the above-mentioned regulations, TUM and its employees retain a non-exclusive, temporally and spatially unlimited right of use to the Patent/Material/Know-How/Software for their own purposes in teaching and research, including third-party funded research.

Contract area	<p>For example:</p> <p>All countries in which the Patent is valid (pending/granted), including any supplementary protection certificates, with regard to Know-How worldwide.</p>
Upfront payment *	xx €
Minimum License Fee*	None
Ongoing License Fees* and Due Date	xx %
Milestone payments*	<p>For example:</p> <p>(0) First administration to the first patient in a phase 1 clinical trial: xx €</p> <p>(1) First administration to the first patient in a phase 2 clinical trial: xx €</p> <p>(2) First administration to the first patient in a phase 3 clinical trial: xx €</p> <p>(3) First territorial marketing authorisation: xx €</p> <p>(4) Second territorial marketing authorisation: xx €</p> <p>(5) Each additional indication Marketing authorisation: xx €</p> <p>(6) Any further application (diagnostics/therapy): xx €</p>
Sublicense*	TUM will receive xx % of the income from sublicenses.
Virtual share*	xx % dilutable from a company valuation of at least EUR xx million and at least EUR xx million in additional cash as part of a qualifying financing round.
Settlement right	If no exit event has occurred 20 ± x years after the signing of the agreement, the parties shall each have the right to demand that the other party settle all claims of the entitled parties in connection with this share agreement within the framework of a settlement payment.
Obligation to exercise	By arrangement

Patent proceedings	<p>No Patent cost reimbursement for the past. After signing the contracts, the start-up is responsible for obtaining, filing, maintaining, protecting, defending, enforcing and prosecuting the Patent in coordination with TUM and bears all costs associated with the Patent.</p> <p>If TUM objects to a discontinuation of the Patent intended by the start-up, TUM will bear the costs for this Patent. In this case, this Patent is no longer part of the agreement.</p>
Term	License agreement: until the expiry of the last Patent or Patent that is based on the Know-How/Material provided.
Other	German law, exclusive jurisdiction courts of Munich

*Applicable taxes are added.

The term sheet is the non-binding basis for negotiations of a detailed license and share agreement, which contains all the above conditions and is to be negotiated in good faith.

This term sheet does not create any licensing right or other right to the contractual protection rights or an option right for the Start-up. The term sheet does not create any obligation to enter into any contract. This term sheet and its terms contain confidential information. The disclosure of the term sheet to advisors or investors who are bound by confidentiality is permitted. German law is applicable to the term sheet. The place of jurisdiction is Munich.

Munich, den _____

TUM

Munich, den _____

Start-up

Name, Function

Name, Function