

WITHOUT PREJUDICE
SUBJECT TO CONTRACT
DRAFT

This DEED is made

BETWEEN:

- (1) **EXPEDEON LIMITED** a company incorporated in England and Wales with registered number 04681599 whose registered office is at 25 Norman Way Industrial Estate, Norway Way, Over, Cambridge, England, CB24 5QE (the "**Company**"); and
- (2) **[HEIKKI LANCKRIET] [DAVID ROTH]** of [25 Lofthouse Way, Longstanton, Cambridgeshire, CB24 3FD] ("**you**")

WHEREAS:

- (A) You were until Completion employed by the Company on the terms and the conditions set out or referred to in a service agreement dated 1 July 2016 (the "**Employment Contract**").
- (B) The Company is entering into this agreement for itself and on behalf of each of its Group Companies.

IT IS AGREED as follows:

1. TERMINATION OF EMPLOYMENT AND DEPARTURE ARRANGEMENTS

- 1.1 Your employment with the Company and any Group Companies terminated by mutual agreement on Completion (the "**Termination Date**").
- 1.2 The parties agree that you will start employment with Expedeon AG on Completion, therefore both parties agree that your notice period under clause 2.2 of the Employment Contract is waived.

2. COVENANTS

- 2.1 In consideration of the payment by the Company of £500 (such payment to be made on or before Completion and less any legally required deductions), you undertake and agree that as a condition of this Deed to the Company for itself and on behalf of each of its Group Companies, that the restrictive covenants set out in clause 20.1.1, 20.1.2, 20.1.3, 20.1.4, 20.1.5 and 20.1.6 of the Employment Contract will remain in full force and effect after the Termination Date, save that the reference to 6 months shall be read as a reference to 12 months when taking into account the shelf life of the confidential information you have access to and customer connections.

3. WARRANTIES AND SETTLEMENT OF CLAIMS

- 3.1 You warrant that at the date of this Deed you have no knowledge of any circumstances that could give rise to a claim for personal injury against the Company or any of its Affiliates and you further represent to the Company (for itself and on behalf of each of its Affiliates) that you accept and you do hereby accept the terms of this Deed in full and final settlement of any Claims, save to enforce the terms of this Deed relating to your employment, the termination of your employment and/or any other matter (whether or not relating to your employment), including (without limitation) any action that might be commenced before an Employment Tribunal or court of law.
- 3.2 For the purposes of clause 3.1, "**Claims**" shall mean claims that have arisen at the date of this Deed or which subsequently arise in respect of acts or omissions occurring prior to the date of this Deed and shall include all and any claims or rights of action of which at the time of entering into this Deed:

you and the Company (and all Affiliates) are not aware, or you are

3.2.1 aware but the Company (and all Affiliates) are not aware, or

3.2.2

3.2.3 one or more of the Company and the Affiliates is aware but you are not aware, including any claim or right of action arising from a subsequent retrospective change or clarification of the law. You acknowledge that you agree to the terms of clause 3.1 notwithstanding that you acknowledge that you may be mistaken as to the facts and/or the law concerning any potential claim or right of action.

4. MISCELLANEOUS

4.1.1 With the exception of the right of Group Companies or Affiliates to enforce the terms of clause 3.1 of this Deed, no term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

4.1.2 The rights of the Group Companies or Affiliates to enforce the terms of the clauses referred to in sub-clause 4.1.1 are subject to the term that the Company has the right (which it may waive in whole or in part and without the consent of or consultation with the Group Company or Affiliates) to have the sole conduct of any proceedings in relation to the enforcement of such rights (including any decision as to commencement or settlement of such proceedings) but will not owe any duty or have any liability to any of the Group Companies or Affiliates in relation to such conduct.

4.1.3 The parties to this Deed may agree to rescind or vary any term of this Deed without the consent of any Group Companies or Affiliates.

4.2 You confirm that, except as provided in this Deed, you have not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not contained in this Deed and, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement,:

4.2.1 the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Deed are contained in this Deed; and

4.2.2 for the avoidance of doubt and without limitation, you have no right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in, this Deed).

4.3 This Deed shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts and tribunals.

4.4 This Deed is without prejudice and subject to contract until it is dated and signed by all of the parties, at which point it shall be treated as an open document evidencing an agreement binding on the parties (notwithstanding that it may still be labelled "**Draft**", "**Without Prejudice**" or "**Subject to Contract**"). This Deed may be executed in any number of counterparts each in the like form, all of which taken together shall constitute one and the same document and any party may execute this Deed by signing and dating any one or more of such counterparts.

4.5 Each of the provisions in this Deed are separate and severable and, in the event of any such provision (including the defined expression in sub-clauses 5.1.1 to 5.1.6 inclusive) being determined as being unenforceable in whole or in part for any reason, such unenforceability shall not affect the enforceability of the remaining provisions or, in the case of part of a provision being unenforceable, the remainder of that provision.

5. INTERPRETATION

5.1 In this Deed:

5.1.1 "**Associate**" means a body corporate:

- (A) which for the time being is a Parent Undertaking of the Company or a Subsidiary (other than the Company or a Subsidiary of the Company) of such a Parent Undertaking; or
 - (B) in whose equity share capital for the time being an interest of 20 per cent or more is held directly or indirectly (through another body corporate or other bodies corporate or otherwise) by a Parent Undertaking of the Company or by a Subsidiary (including the Company) of such a Parent Undertaking or by a combination of two or more such Parent Undertakings or Subsidiaries;
- 5.1.2 **"Board"** means the board of directors of the Company from time to time and includes any person or committee duly authorised by the board of directors to act on its behalf for the purposes of this Deed;
- 5.1.3 **"Completion"** shall have the meaning given in the sale and purchase agreement dated [•] between (among others) Abcam plc and Expedeon AG;
- 5.1.4 **"Group Company"** means a Subsidiary of the Company or an Associate as defined in sub-clause 5.1.1;
- 5.1.5 **"Subsidiary"** means Subsidiary Undertaking, and **"Subsidiary Undertaking"**, **"Parent Undertaking"** and **"Equity Share Capital"** shall have the respective meanings attributed to them by sections 1162 and 548 of the Companies Act 2006);
- 5.1.6 **"Termination Date"** shall have the meaning set out in clause 1.1.

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed delivered on the day and year written below.

EXECUTED AS A DEED by) [signature]

[Heikki Lanckriet] [David Roth]

in the presence of:) [signature]

Name of witness (in BLOCK CAPITALS)

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Address of witness

.....

EXECUTED AS A DEED by the Company) [signature]

acting by [*Name of director*]

in the presence of:) [signature]

Name of witness (in BLOCK CAPITALS)

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Address of witness

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