

24 November 2024

# GENERAL TERMS AND CONDITIONS

INVESTORS' AGREEMENT

**IXILKA  
BIOTECH**

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**RESEARCH  
TECHNOLOGIES**

## Subject of the agreement

IXILKA BIOTECH provides specific functional new biomolecules as patentable isoforms for use as biomedicine treatments or as reagents for in-vitro diagnostics.

These biomolecules are targeted for the big market of pharmaceuticals or for in-house proceedings. All them are validated functionally in preclinical stage and provided with a protocol to test its functionality.

INVESTOR want to fund the development of a biomolecule that meets the Ixilka Biotech Ethics Compliance or any of the molecules proposed on IXILKA's biomolecules pipeline web page: (<https://ixilka.net/biopipes>).

In order to formalize an agreement on this subject, the following terms have been defined.

## Investor Obligations

Investor can only be one for each biomolecule. Similarly, the investor is not allowed to be invested in any other business that could create a conflicting interest.

The capital required will be estimated at the outset and will be disbursed in stages at the beginning of each stage, and this agreement may be withdrawn or cancelled at any time between stages.

Stages are as follows:

1. Pre-in-silico: model definition and scientific background.
2. In-silico: Top 100 automatic scored molecules from 1M of candidate designs.
3. Human selection: Select top 10 candidates form 100 automatically scored
4. Ex-vivo in-vitro assay: Functional evaluation on laboratory.
5. Communications & marketing: Scientific publications & sales development.

The investor must provide the necessary capital within a maximum of 72 hours from the approval of the budget for each stage of the process.

In the Communications & Marketing stage (5) the investor will be able to do this itself on behalf of IXILKA BIOTECH.

If the investor chooses IXILKA to carry out this stage, a monthly report will be provided with the milestones achieved and a plan for the following month, including the expected expenses.

After receiving the report, the investor has one week to decide whether or not to finalise his/her investment.

If the investor withdraws at any time, he/she will not be able to recover any of his/her investment, nor will he/she be able to recover any of the money he/she has invested up to that point.

The investor is obliged to keep secret all information to which he/she has access through IXILKA.

The investor is obliged not to make any investment that involves a conflict of interest with the financed project for the duration of this agreement.

Failure to comply with any of these obligations will result in immediate termination of the contract as if it were an express waiver.

As a counterpart of these obligations the investor receive the following:

## RIGHTS and BENEFITS

The investor is entitled to have IXILKA BIOTECH provide a free evaluation kit to potential buyers.

The investor may participate in the marketing strategy with a vote equivalent to 33% of the final decision. The remainder of the votes will depend on the company's CEO and Research Development Officer.

The investor can access to the raw results obtained in the different tests, studies and experiments that are carried out.

If IXILKA BIOTECH decides voluntarily and without coercion not to continue the funded project, investor can claim everything achieved up to that date including any patents that may derive from it.

It will be entitled to receive 1% of the market capitalization of the biomolecule as reported by the marketer and 0.1% of the potential market spread over the different phases prior to commercialization.

- *For example, given a biomolecule with a total potential market of 1000 million euros, this 0.1% represents 1M euros, which will be distributed equitably at the success of the different pre-commercialization phases:*
  - *client in-vitro*
  - *pre-clinical success*
  - *clinical phase 1*
  - *clinical phase 2*
  - *clinical phase 3*

- The **potential market** is calculated as the multiplication of the prevalence of the disease and the estimated price per treatment.
- The **capitalization of the biomolecule** is what is actually obtained for the company commercializing the molecule, for example: for a thousand treatments sold in one year at €1,000 it represents €1M of capitalization in a year.

The investor is entitled to all the tax deductions that correspond to it according to the Provincial Treasury of Bizkaia.

The investor can assign all these rights to a third party or legal entity as long as the third party meets the requirements and assumes all that obligations.

## Resources and complementary information

- This document would be actualized in the following link:  
<https://ixilka.net/publications/InvestorsGeneralTerms.pdf>
- Pipeline:  
<https://ixilka.net/biopipes>
- Investor's 2025 pipeline:  
<https://ixilka.net/2025>
- Business contact:  
[mabelpumar@ixilka.net](mailto:mabelpumar@ixilka.net)