LRRK2 INVESTIGATIVE THERAPEUTICS EXCHANGE

LITE CODE OF CONDUCT

MJFF and certain funders are interested in collaborating to accelerate the development of LRRK2-targeting therapies through the LRRK2 Investigative and Therapeutic Exchange ("LITE"). MJFF and its funding partners intend to share their joint expertise in supporting and encouraging third parties, such as biotech companies and universities to identify new therapeutic targeting strategies, to accelerate existing drug development programs, and/or to re-invigorate programs that have been paused, delayed or terminated. MJFF has asked the University of Dundee to serve as a partner in this initiative.

GOVERNANCE

The overall project will be coordinated by a Steering Committee consisting of representatives from Dundee, MJFF, and the funders of the Consortium. The governance of the Consortium will be spread across the parties:

Steering Committee

- Primary study decisionmaker
- Responsible for overall governance
- Guides and resolves disputes and exceptions
- Exercises broad governance power, not focused on day-to-day matters

MJFF

- Decisionmaker on grants
- Proposes general scientific strategy
- Administrator of the Consortium
- Convenor of meetings

Funders

- Capital providers
- Steering Committee representative

University of Dundee

- Study coordinator
- Subcontracts / services agreements with all members of the Consortium
- Day-to-day management

The Consortium will be governed by principles of open science. To participate in the Consortium, Participants must contribute scientific assets and information, including data, tool compounds, reagents such as assays, cell lines, antibodies, animal models, vectors, and target proteins, and other scientific resources such as diagnostic tests in development, protocols, and assays in development. The contributed IP must be non-trivial and adequate for participation in the eyes of

the Steering Committee. Companies contributing IP will retain all IP protections associated with their asset at the time that they are contributed to the Program. Companies that do not contribute may be excluded from the Program under the sole discretion of Steering Committee ("no lurkers").

The University of Dundee will also assemble a global repository of bio-samples from patients with LRRK2 and other mutations from sites across the world to facilitate the evaluation of assets and development of new clinical biomarkers. Access to the biological sample repository will be contingent upon Participants sharing relevant and related scientific information and IP, which will be reviewed by the Steering Committee.

All Participants must enter into a consortium agreement as a condition of Membership. The consortium agreement will reflect rules regarding:

- confidentiality;
- intellectual property;
- data sharing and use purposes only;
- publication;
- publicity and marketing;
- use of bio-samples; and
- how to apply to participate in the Consortium

PILLARS OF THE CONSORTIUM

The Consortium will be comprised of three Pillars:

- Pillar 1: Validating Different Approaches to Targeting LRRK2
- Pillar 2: Facilitation of Company Programs
- Pillar 3: Clinical Biomarker Research

Pillar 1: Validating Different Approaches to Targeting LRRK2

Pillar 1 will primarily focus on basic science and will explore pre-competitive topics. Participants will focus on basic scientific issues including disease pathways, toxicity and safety information, technologies that accelerate drug discovery and development, data standards, and clinical care methods. Membership will consist primarily of academic institutions, although companies may also nominate individual scientists to participate.

Participants in Pillar 1 will enter into subcontract agreements with the University of Dundee. The University of Dundee may receive confidential information from universities, academic institutions, and individual scientists who perform early-stage research at biotech companies However, the presumption will be that Pillar 1 will be governed by the principles of open science. Any ownership interests in IP transferred to the Consortium in connection with Pillar 1 will be recorded on a Material Transfer Agreement that must be provided to and approved by Dundee. To the extent that IP is jointly developed as part of Pillar 1, the Consortium will engage in good faith discussions about IP ownership and will grant licenses to all other members of the Consortium who participate in the development of the IP. The Steering Committee has the sole discretion and the power to determine those who participated in the development of the IP. The subcontracts

between Dundee and the Participants in Pillar 1 will set forth the confidentiality obligations. Funders of the Consortium retain the right to contract directly with entities whose participation would add value to the Consortium.

Pillar 2: Facilitation of Company Programs

Pillar 2 will focus on the development and support of company programs directed at advancing therapies that target LRRK2. The intent of the Pillar 2 is to accelerate the pace and progress of active LRRK2 programs and to reinvigorate targeting therapies.

Participants in Pillar 2 may apply to MJFF for research grants. These grant agreements may have terms that vary by Participants and will be awarded by MJFF in its sole discretion. There may be circumstances under which a company agrees to participate without receiving a grant from MJFF.

The University of Dundee will work with participating companies as a CRO to advance their individual research programs and will not seek compensation or IP rights associated with any scientific breakthroughs. To this end, Dundee will enter into a services agreement that specifies the support that Dundee will provide to each Participant.

A condition of participation in the Pillar will be the mitigation of conflicts of interest. Companies who are selected to participate must have no undisclosed relationship to the University of Dundee, MJFF, its funders or the Steering Committee. Any real or apparent conflict of interest must be disclosed and mitigated in a way that is satisfactory to the Steering Committee.

Participating companies are expected to contribute data, tools, and other resources and, in some circumstances, protected intellectual property or other critical scientific assets. The contributed IP must be non-trivial and adequate for participation in the eyes of the Steering Committee. Companies contributing IP to will retain all IP protections associated with the asset at the time that it is contributed to the Program, which will be tracked through a Material Transfer Agreement submitted to the Steering Committee. Companies that do not contribute to Pillar 2 may be excluded from the Program under the sole discretion of the Steering Committee (“no lurkers”).

The work of the companies participating in Pillar 2 is closer to commercialization than Pillar 1 and therefore requires stronger confidentiality protections. As a result, Participants in Pillar 2 will execute a confidentiality agreement among themselves and the entities represented on the Steering Committee. This additional level of confidentiality will only be relevant to Pillar 2. Data generated through participation in Pillar 2 will be shared to the maximum extent possible, acknowledging competitive limits and confidentiality agreement terms.

Pillar 3: Clinical Biomarker Research

Pillar 3 will focus on the development of new clinical biomarkers to measure LRRK2 mutations and evaluate the performance of LRRK2-targeting therapies. The intent of Pillar 3 is to standardize the way in which LRRK2 therapies are evaluated for clinical testing.

Participants in Pillar 3 will execute agreements with MJFF, the terms of which may vary

depending on the nature of the Participant's business or academic profile and the assets to which they have rights. The agreements will also contain appropriate confidentiality provisions.

MJFF will work with participating academic institutions and companies to advance their research programs and will not seek IP rights associated with any scientific breakthroughs.

To participate in the Program and to access the biological sample repository, Participants must share data, tools, and other resources, such as assays in development, diagnostic tests in development, protocols, and other scientific ideas and insights, as well as adhere to the LITE Biospecimen Use Agreement provided at this link: https://www.michaeljfox.org/lite-resources. Companies contributing IP to Pillar 3 will retain all IP protections associated with the asset when it is contributed to the Program. Companies that do not contribute may be excluded from the Program under the sole discretion of the Steering Committee ("no lurkers").

Pillar 3 will be governed by the principles of open science. Certain Participants, including companies that develop diagnostic tools, may be reticent to share information about potential commercial applications of IP. In such circumstances, the Participants may request further confidentiality protections in an agreement with the Steering Committee. Data generated through this study should be presumed publishable, so long as it can be done without compromising contributor's IP rights.

CONFIDENTIAL INFORMATION

Participants may have access to scientific research projects, associated research information, underlying data and tools (including biological or other tangible materials), as well as other oral, written and/or visual disclosures from others participating in the Consortium ("Information"). Participants who receive Information ("Recipient") certify that they will maintain the confidentiality of Information, and that they will not disclose Information to any other third party, or use Information other than in conjunction with projects being overseen by the Consortium, or as authorized in writing by the owner of the Information ("Discloser"). Such obligations include Information retained in Participants' unaided memories. Unless expressly agreed in writing by Discloser, Participants shall not use Information in publications, presentations outside the Consortium, for commercial purposes, or in any effort to secure intellectual property rights. This does not apply with respect to Information that:

a. was generally known to the public prior to the effective date of this Agreement;
b. becomes generally known to the public through no unlawful or unauthorized act or omission by Recipient;
c. was independently developed by Recipient prior to the effective date of this Agreement; or
d. was disclosed to Recipient by a third party who has the right to make such disclosure.

If a Recipient is asked to produce any of the Information pursuant to a legal or governmental proceeding, Recipient shall give Discloser as much prior notice of such requirement as is reasonably practicable under the circumstances and shall use its reasonable efforts to assist Discloser in defending the Discloser's rights, including objecting to such request, obtaining confidential treatment for Information, disclosing only that portion of the Information responsive

to a judicial or governmental order, and providing Discloser with copies of Information so disclosed, provided that subsections (a)-(d) do not become applicable.

INTELLECTUAL PROPERTY

Any owned IP shared by Participants will remain the property of the sharing Participant. Participants should not anticipate that the Consortium will be used to develop IP rights for individual exploitation. Participants represent and warrant that they will not attempt to generate new IP through incremental changes to another Participant's shared IP that is recorded in a separate agreement. IP that is developed jointly by the Consortium may be shared among the Participants, including through licensing.

DATA SHARING AND USE

Data shared with Consortium members must be for the purpose of scientific investigation, teaching, or the planning of clinical research studies. Consortium members will:

- Receive and protect confidential information;
- Receive de-identified data and will not attempt to establish the identity of or attempt to contact any of the data subjects;
- Not further disclose the data beyond the uses outlined in this Code of Conduct (in particular, these Data Sharing and Use rules) and as described by the Participant's request;
- Require anyone on their team with access to the data to comply with these Data Sharing and Use rules;
- Accurately provide the requested information (and the associated analyses) to Participants who request it;
- Respond promptly and accurately to requests to update this data;
- Comply with any rules and regulations imposed by their institution and its institutional review board in requesting these data;
- Respect the IP rights of any researcher or institution that provides background IP in analyzing or manipulating LRRK2 information, biospecimens, materials, or results;
- Not claim any IP rights to any Study Materials or inventions arising out of the Study Materials; and
- Make publications freely available to the research community when not prohibited by journal copyright terms and conditions.

In certain extraordinary situations, the Steering Committee may grant a data user an exception to the Data Sharing and Use Rules. All requests for exceptions to the rules are reviewed by the Steering Committee and will be treated confidentially. If a member seeks to publish manuscripts using data collected as part of this Consortium, they agree to follow the guidelines established in the Publications Policy (set forth below).
It is the policy of the Steering Committee to make data available to investigators as quickly as possible. Participants acknowledge that failure to abide by these guidelines may result in termination of their privileges to access LRRK2 data.

Researchers receiving LITE data and/or LITE biosamples generated through Pillar 3 must adhere

to the LITE Data Use Agreement and LITE Biospecimen Use Agreement provided at this link: https://www.michaeljfox.org/lite-resources, which will supersede the above Data Sharing and Use rules contained in this Code of Conduct. The policies provided in this weblink always supersede information contained in the attached corresponding appendices.

PUBLICATION POLICY

Publication is an important aspect of LITE. Researchers must comply with the rules for review, authorship credit, and data citation for manuscripts, abstracts, and posters utilizing LRRK2 subject data and specimens, including:

- LRRK2 data is published fully accurately and expeditiously;
- LRRK2 publications may be tracked to develop a complete record of the findings;
- LRRK2 data used in publications are cited accurately; and
- Publications authored by investigators must be accessible online and free of cost or other access barriers by following principles of Open Access ("OA"), which facilitates the rapid and free exchange of scientific ideas and ensures that research can be leveraged for future discoveries.
- Researchers agree to adhere to the MJFF Open Science Policy at this link: https://doi.org/10.5281/zenodo.18778011, which provides guidance and requirements for open sharing of research outputs, including, but not limited to: data, publications, code, and software. The MJFF Open Science Policy weblink provided here always supersedes information contained in the attached corresponding appendix. Definitions of governed outputs are provided in the MJFF Open Science Policy.
- Researchers agree to adhere to the LITE Publication Policy provided at this link: https://www.michaeljfox.org/lite-resources, which outlines study policies for review, authorship credit, and data citation for publications. The LITE Publication Policy weblink always supersedes information contained in the attached corresponding appendix.

MARKETING AND PUBLICITY

Participants shall not use or reference MJFF's name, logo, marks, trade dress, image, and likeness of Michael J. Fox, its founder, in any publications, websites, or other marketing materials without prior written consent from MJFF.

No Participant may originate any publicity, news release or other public announcement, written or oral, internal or external, relating to the Consortium or disclose the existence of any relationship with any member of the Steering Committee, without the express prior written consent of the entity that the publicity concerns

Note that there is a difference between "publications" and "publicity." Publications set forth the results and scientific conclusions of the Consortium and its Participants and are required of Participants. By contrast, publicity is the mere notice or attention given by the media.