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May 31, 2019

Alberta Securities Commission
Suite 600
250 – 5th Street S.W.
Calgary, AB T2P 0R4

Re: Quest PharmaTech Inc. (“Quest”) – SEDAR Filing of Material Contracts

Enclosed are the material contracts entered into from February 1, 2018 to January 31, 2019 for Quest and its subsidiary companies. This SEDAR filing is being done pursuant to the requirements of National Instrument 51-102.

Sincerely,

A handwritten signature in black ink that reads 'Pierre Vermette'. The signature is written in a cursive style with a large, prominent 'P' and 'V'.

Pierre Vermette
CFO
Quest PharmaTech Inc.
Direct Line: (780) 448-1400, ext. 217
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TECHNOLOGY LICENSE AND COLLABORATION AGREEMENT

BY AND BETWEEN

ONCOCARE THERAPEUTICS LLC.

AND

QUEST PHARMATECH INC.

OCTOBER 9, 2018

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS	1
ARTICLE 2 LICENSES AND OTHER RIGHTS	7
2.1 Grant of License to Company	7
2.2 Right to Sublicense.....	7
ARTICLE 3 GOVERNANCE.....	8
Urgent Matters.....	8
ARTICLE 4 DEVELOPMENT, MANUFACTURE AND COMMERCIALIZATION OF PRODUCT	8
4.1 Development of Licensed Product	8
4.2 Development Support.....	9
4.3 Preparation of Development Plans	9
4.4 Commercialization	9
4.5 Clinical and Commercial Manufacturing.....	10
4.6 Diligence by Company	11
4.7 Compliance.....	11
4.8 Cooperation and Coordination	11
4.9 Right to Subcontract of Company	11
4.10 Trademarks.....	12
4.11 Reporting.....	12
ARTICLE 5 REGULATORY MATTERS.....	12
5.1 Regulatory Filings	12
5.2 Communications with Authorities.....	12
5.3 Support in Regulatory Matters	12
5.4 Adverse Event Reporting	12
5.5 Recalls.....	13
5.6 Pharmacovigilance Agreement.....	13
ARTICLE 6 FINANCIAL PROVISIONS	13
6.1 Consideration	13

6.2	Non	13
ARTICLE 7 INVENTIONS AND PATENTS		13
7.1	Patent Ownership, Prosecution and Maintenance	13
7.2	Enforcement of Patents and Know-How	15
7.3	Third Party Actions Claiming Infringement	16
7.4	Further Assurances	17
ARTICLE 8 CONFIDENTIALITY		17
8.1	Confidentiality Obligations	17
8.2	Use	17
8.3	Notice	17
8.4	Required Disclosure	17
ARTICLE 9 REPRESENTATIONS, WARRANTIES AND COVENANTS		18
9.1	Representations and Warranties	18
9.2	Additional Representations and Warranties of Licensor	18
ARTICLE 10 INDEMNIFICATION AND INSURANCE		18
10.1	Indemnification by Company	18
10.2	Indemnification by Licensor	19
10.3	Certain Liabilities	19
10.4	No Consequential Damages	19
10.5	Notification of Claims; Conditions to Indemnification Obligations	19
10.6	Insurance	20
ARTICLE 11 TERM AND TERMINATION		20
11.1	Term and Expiration	20
11.2	Termination by Company	20
11.4	Effects of Termination	20
11.5	Continuing Rights in Case of Licensor Bankruptcy or Insolvency; Right of First Refusal	20
11.6	Continuing Rights in Case of Company Bankruptcy or Insolvency; Right of First Refusal	21
11.7	Other Remedies	21
ARTICLE 12 DISPUTE RESOLUTION		21
12.1	Disputes	21
12.2	Escalation to Executive Officers	22
12.3	Full Arbitration	22
ARTICLE 13 MISCELLANEOUS PROVISIONS		23
13.1	Relationship of the Parties	23
13.2	Assignment	23

13.3	Performance and Exercise by Affiliates	23
13.4	Change of Control	23
13.5	Further Actions.....	23
13.6	Accounting Procedures.....	23
13.7	Force Majeure	23
13.8	Entire Agreement of the Parties; Amendments	24
13.9	Captions.....	24
13.10	Governing Law.....	24
13.11	Notices and Deliveries.....	24
13.12	Waiver	24
13.13	Severability.....	25
13.14	Interpretation	25
13.15	Counterparts	25
13.16	No Reliance	25
Schedule A	.....	27
Schedule B	.....	28
Schedule C	.....	29
Schedule D	.....	30
Schedule E	.....	31

TECHNOLOGY LICENSE AND COLLABORATION AGREEMENT

This Technology License and Collaboration Agreement (this "Agreement") is entered into as of October 9, 2018 (the "Effective Date") by and between OncoCare Therapeutics LLC, a corporation organized under the laws of Delaware, USA, having a place of business at Address Information Redacted ("Company"), and Quest PharmaTech Inc., a corporation organized under the laws of Alberta, Canada having a place of business at 8123 Roper Road NW, Edmonton, Alberta, Canada T6E 6S4 ("Licensor"). Company and Licensor may be referred to herein as a "Party" or, collectively, as "Parties."

RECITALS:

WHEREAS, Company is a company formed pursuant to the OncoCare Therapeutics LLC Agreement;

WHEREAS, pursuant to a License Agreement dated March 12, 2014 with UNeMed Corporation "UNeMed License", a for-profit corporation affiliated with the University of Nebraska Medical Center, Licensor has been granted a world-wide license to develop and commercialize a technology entitled "Novel Method for Targeting Glycoproteins to Treat Cancer" and is and will continue to be engaged in the research, discovery, development, manufacture and commercialization of the Licensed Product for cancer treatment;

WHEREAS, Licensor owns the technology entitled "CDK Technology" covered by US patent #7659244 and is and will continue to be engaged in the research, discovery, development, manufacture and commercialization of the Licensed Product for cancer treatment;

WHEREAS, Company is interested in the research, development, manufacturing and commercialization of the Licensed Products in the Territory;

WHEREAS, Licensor hereby grants Company exclusive rights to Develop and Commercialize the Licensed Products in the Field in the Territory and agrees to collaborate with Company for the purpose of developing, manufacturing and commercializing the Licensed Products ("Collaboration");

NOW, THEREFORE, in consideration of the various promises and undertakings set forth herein, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Unless otherwise specifically provided herein, the following terms shall have the following meanings:

"Adverse Event" means any serious untoward medical occurrence in a patient or subject who is administered Licensed Product.

"Affiliate" or "Associated Company" means a Person that controls, is controlled by or is under common control with a Party, but only for so long as such control exists. For the purposes of this Section 1.2, the word "control" (including, with correlative meaning, the terms "controlled by" or "under the common control with") means the actual power, either directly or indirectly through one or more intermediaries, to direct the management and policies of such Person or entity, whether by the ownership of more than fifty percent (50%) of the voting stock of such entity, or by contract or otherwise.

"AR 9.6 Assets" means (i) all rights, whether owned or licensed by Licensor, including intellectual property rights, that Licensor has acquired or developed, for targeting glycoproteins to treat cancer, namely, Mab AR 9.6 against truncated O-glycan on MUC16, for targeted cancer therapy applications (the "Antibody Products"); (ii) all rights, whether owned or licensed by Licensor, including intellectual property rights, for the hybridoma cells lines Mab AR 9.6 against truncated O-glycan on MUC16, for targeted cancer therapy applications (the "Cell Lines"); (iii) all rights of Licensor under contracts to the extent related to and all patents, trademark, copyrights, trade secrets, know-how, clinical trial data, protocols, knowledge, and any other assets of Licensor that relate to the Antibody Products and the Cell Lines.

“Bankruptcy Event” means: (a) voluntary or involuntary proceedings by or against a Person are instituted in bankruptcy under any insolvency Law, which proceedings, if involuntary, shall not have been dismissed within sixty (60) days after the date of filing; (b) a receiver or custodian is appointed for a Person; (c) proceedings are instituted by or against a Person for reorganization, dissolution, liquidation or winding-up of the Person, which proceedings, if involuntary, shall not have been dismissed within sixty (60) days after the date of filing; or (d) substantially all of the assets of a Person are seized or attached and not released within sixty (60) days thereafter.

“Calendar Quarter” means each three (3) month period commencing January 1, April 1, July 1 or October 1 of any year; provided, however, that (a) the first Calendar Quarter of the Term shall extend from the Effective Date to the end of the first full Calendar Quarter thereafter, and (b) the last Calendar Quarter of the Term shall end upon the expiration or termination of this Agreement.

“Calendar Year” means the period beginning on the 1st of January and ending on the 31st of December of the same year; provided, however, that (a) the first Calendar Year of the Term shall commence on the Effective Date and end on December 31 of the same year and (b) the last Calendar Year of the Term shall commence on January 1 of the Calendar Year in which this Agreement terminates or expires and end on the date of termination or expiration of this Agreement.

“CDK Technology Assets” means and includes the methods, processes, techniques, formulae, technical expertise, research data, trade secrets and know-how and other similar property which are or have been used in the Licensor’s business up to the Effective Day, including without limiting the generality of the foregoing, to develop, produce, manufacture, test and/or market products of the kind and/or nature that are or have been developed, produced, manufactured, tested and/or marketed by the Licensor that is covered by Patent Information Redacted as listed in Schedule C, before the Effective Day.

“Change of Control” means, with respect to Licensor or its parent entity (the **“Target”**): (a) a transaction or series of related transactions that results in the sale or other disposition of all or substantially all of the Target’s assets; or (b) a merger or consolidation in which, whether or not the Target is the surviving corporation, the shareholders of the Target immediately prior to the consummation of such merger or consolidation do not, immediately after consummation of such merger or consolidation, possess, directly or indirectly through one or more intermediaries, a majority of the voting power of all of the surviving entity’s outstanding stock and other securities and the power to elect a majority of the members of the surviving entity’s board of directors; or (c) a transaction or series of related transactions (which may include a tender offer for the Target’s stock or the issuance, sale or exchange of stock of the Target) if a single Person or group of Persons who are Affiliates (including, without limitation, Affiliates that are venture capital or investment divisions of such Person) and who are engaged in the research, development, manufacturing and commercialization of pharmaceutical products acquire the Target’s stock in such transaction or series of related transactions that possesses a majority of the voting power of all of the Target’s outstanding stock and other securities and the power to elect a majority of the members of the Target’s board of directors.

“Clinical Trial” means a clinical trial in human subjects that has been approved by a Regulatory Authority and Institutional Review Board or Ethics Committee, and is designed to measure the safety and/or efficacy of Licensed Product. Clinical Trials shall include Phase I Clinical Trials, Phase II Clinical Trials, Phase III Clinical Trials and Phase IV Clinical Trials.

“Combination Product” means any combination of Licensed Product and one or more additional product (such other product, which, for the avoidance of doubt, is not itself a Licensed Product, an **“Additional Product”**) in a fixed dose form.

“Commercialization” or **“Commercialize”** means activities relating specifically to the pre-launch, launch, promotion, marketing, sales force recruitment, pricing determination, sale and distribution of a pharmaceutical product and post-launch medical activities, including: (a) manufacturing and distribution for commercial sale, (b) strategic marketing, sales force detailing, advertising, and market and product support; (c) importing or exporting for sale, offering for sale; (d) medical education and liaison and any phase IV clinical trials; (e) all

customer support and product distribution, invoicing and sales activities; (f) all post-approval regulatory activities, including those necessary to maintain Regulatory Approvals; and (g) target product profile, pricing, formulary and reimbursement related activities including pricing and reimbursement approvals.

“Commercialization Regulatory Approval” means, with respect to any Licensed Product, the Regulatory Approval required by Laws to sell such Licensed Product for use for an Indication, as well as, to the extent required by Laws for the sale of the Licensed Product, Price Approvals and government reimbursement approvals. For purposes of clarity, (a) “Commercialization Regulatory Approval” in the United States means final approval of an NDA or sNDA by FDA permitting marketing of the applicable Licensed Product in interstate commerce in the United States; (b) “Commercialization Regulatory Approval” in the European Union means marketing authorization for the applicable Licensed Product granted either by a Regulatory Authority in any European country or by the EMA, together, if required by Laws, with the first Price Approval for the applicable Licensed Product granted by a Regulatory Authority in any major European country including Italy.

“Commercially Reasonable Efforts” means: (a) with respect to the efforts to be expended by a Party with respect to any objective, such reasonable, diligent, and good faith efforts as such Party would normally use to accomplish a similar objective under similar circumstances; and (b) with respect to any objective relating to Development or Commercialization of Licensed Product by a Party, the application by such Party, consistent with the exercise of its prudent scientific and business judgment, of diligent efforts and resources to fulfill the obligation in issue, consistent with the level of efforts such Party would devote to a product at a similar stage in its product life as Licensed Product and having profit potential and strategic value comparable to that of Licensed Product, taking into account, without limitation, commercial, legal and regulatory factors, target product profiles, product labeling, past performance, the regulatory environment and competitive market conditions in the therapeutic area, safety and efficacy of Licensed Product, and the strength of its proprietary position all based on conditions then prevailing. For clarity, Commercially Reasonable Efforts will not mean that a Party guarantees that it will actually accomplish the applicable objective.

“Company Competitor” means any company that (itself or through an Affiliate) is developing or commercializing a product, including any competing product, that is, or could reasonably be expected to be, in competition with any Licensed Product that Company (itself or through an Affiliate) is developing or commercializes.

“Company Know-How” means all Know-How that is Controlled by Company or any of its Affiliates, as of the Effective Date or at any time thereafter during the Term, and that is necessary or useful in the research, Development, Manufacture, use, or Commercialization of the Licensed Product.

“Company Patents” means all Patent Rights that are Controlled by Company or any of its Affiliates, as of the Effective Date or at any time thereafter during the Term, and that Cover the research, Development, Manufacture, use, or Commercialization of the Licensed Product.

“Company Technology” means the Company Patents, the Company Know-How, Company Materials, and Company’s rights in the Program IP and Joint Patents.

“Confidential Information” means non-public information relating to the business, operations or products, including any Know-How, of a party (“**Disclosing Party**”) or its Affiliates, regardless of its form or medium as provided to the other party (“**Receiving Party**”) or its Affiliates in connection with this Agreement or otherwise becomes known to the Receiving Party by virtue of this Agreement, provided that, Confidential Information shall not include any information that the Receiving Party can show by competent evidence: (i) is already known to the Receiving Party at the time it is disclosed to the Receiving Party by the Disclosing Party; (ii) is or becomes generally known to the public through no act or omission of the Receiving Party in violation of the terms of this Agreement; (iii) has been lawfully received by the Receiving Party from a Third Party without restriction on its disclosure and without, to the knowledge of the Receiving Party, a breach by such Third Party of an obligation of confidentiality to the Disclosing Party; or (iv) has been independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.

“Controlled” means, with respect to (a) Patent Rights, (b) Know-How or (c) biological, chemical or physical material, that a Party or one of its Affiliates owns or has a license or sublicense to such Patent Rights, Know-How or material (or, in the case of material, has the right to physical possession of such material) and has the ability to

grant a license or sublicense to, or assign its right, title and interest in and to, such Patent Rights, Know-How or material as provided for in this Agreement without violating the terms of any agreement or other arrangement with any Third Party.

“Cover”, “Covering” or “Covered” means, with respect to Licensed Product, that the making, using, selling, or offering for sale of Licensed Product would, but for a license granted in this Agreement under the Licensor Patent Rights, infringe a Valid Claim of the Licensor Patent Rights in the country in which the activity occurs.

“Development” or “Develop” means, with respect to Licensed Product, the performance of all pre-clinical and clinical development (including toxicology, pharmacology, test method development and stability testing, process development, formulation development, quality control development, statistical analysis), Clinical Trials, manufacturing and regulatory activities that are required to obtain Regulatory Approval of Licensed Product in the Territory.

“Development Plan” means with respect to each Licensed Product, the written plan for the Development activities to be conducted for such Licensed Product, as such written plan may be prepared, amended, modified or updated in accordance with Section 4.3.

“Development Program” means the Development activities to be conducted during the Term by each Party with respect to each Licensed Product pursuant to the Development Plans.

“EMA” means the European Medicines Agency or a successor agency thereto.

“European Commission” means the authority within the European Union that has the legal authority to grant Regulatory Approvals in the European Union based on input received from the EMA or other competent Regulatory Authorities.

“Executive Officers” means, together, a member of the senior management of the Company and the Licensor.

“Existing Third-Party Agreement(s)” means a license agreement under which rights with respect to the Licensed Product are granted to Licensor directly or indirectly as an assignee or sublicensee by a Third Party.

“FDA” means the United States Food and Drug Administration or a successor federal agency thereto.

“Field” means all fields excluding indirect immunization method for treatment of cancer proprietary to OncoQuest Inc, a subsidiary of Quest PharmaTech Inc.

“First Commercial Sale” means, on a country-by-country basis, the first transfer or disposition for value of Licensed Product in such country to a Third Party by Company or the Licensor, or any of its Affiliates or Sublicensees, in each case, after Commercialization Regulatory Approval has been obtained in such country.

“Governmental Body” means any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or entity and any court or other tribunal); (d) multi-national or supranational organization or body; or (e) individual, entity, or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

“IFRS” means the International Financial Reporting Standards, the set of accounting standards and interpretations and the framework in force on the Effective Date and adopted by the European Union as issued by the International Accounting Standards Board (IASB) and the International Financial Reporting Interpretations Committee (IFRIC), as such accounting standards may be amended from time to time.

“Indication” means a generally acknowledged disease or condition, a significant manifestation of a disease or condition, or symptoms associated with a disease or condition or a risk for a disease or condition for which a MAA

may be obtained. For purposes of clarity, each separate oncology indication will be defined by a combination of the tissue type in which the cancer has its primary origin and the gene or set of genes in which mutations are present.

“IND” means an investigational new drug application submitted to applicable Regulatory Authorities for approval to commence Clinical Trials in a given jurisdiction.

“Know-How” means any: (a) scientific or technical information, results and data of any type whatsoever, in any tangible or intangible form whatsoever, that is not in the public domain or otherwise publicly known, including discoveries, inventions, trade secrets, devices, databases, practices, protocols, regulatory filings, methods, processes (including manufacturing processes, specifications and techniques), techniques, concepts, ideas, specifications, formulations, formulae, data (including pharmacological, biological, chemical, toxicological, clinical and analytical information, quality control, trial and stability data), case reports forms, medical records, data analyses, reports, studies and procedures, designs for experiments and tests and results of experimentation and testing (including results of research or development), summaries and information contained in submissions to and information from ethical committees, or Regulatory Authorities, and manufacturing process and development information, results and data, whether or not patentable, all to the extent not claimed or disclosed in a patent or patent application; and (b) compositions of matter, cells, cell lines, assays, animal models and physical, biological or chemical material, including drug substance samples, intermediates of drug substance samples, drug product samples and intermediates of drug product samples and proprietary equipment, procedures or methodologies relating to the manufacturing of the Licensed Product. The fact that an item is known to the public shall not be taken to exclude the possibility that a compilation including the item, and/or a development relating to the item, is (and remains) not known to the public. “Know-How” includes any rights including copyright, database or design rights protecting such Know-How. “Know-How” excludes Patent Rights.

“Knowledge” means, with respect to a matter that is the subject of a given warranty of Licensor, the actual knowledge, information or belief of any officer of Licensor after making reasonable inquiry into the relevant subject matter of senior employees of Licensor. “Knowingly” means with Knowledge.

“Law” or “Laws” means all applicable laws, statutes, rules, regulations, ordinances and other pronouncements having the binding effect of law of any Governmental Body.

“Licensor Know-How” means all Know-How that is Controlled by Licensor or any of its Affiliates, as of the Effective Date or at any time thereafter during the Term, and that is necessary or useful in the research, Development, Manufacture, use, or Commercialization of the Licensed Product. The Licensor Know-How as of the Effective Date shall include all Know-How set forth on Schedule A.

“Licensor Materials” means all chemical, biological or physical materials that are Controlled by Licensor or any of its Affiliates, as of the Effective Date that are necessary or useful in the research, Development, manufacture, use or Commercialization of the Licensed Product. The Licensor Materials as of the Effective Date shall include all Licensor Materials set forth on Schedule B.

“Licensor Patents” means all Patent Rights that are Controlled by Licensor or any of its Affiliates, as of the Effective Date and at any time thereafter during the Term, and that Cover the research, Development, Manufacture, use, or Commercialization of the Licensed Product in the Territory. The Licensor Patents existing as of the Effective Date shall include all Licensor Patents set forth on Schedule C; provided, that Licensor shall update Schedule C from time-to-time to include any new Patent Rights that come to be Controlled by Licensor or any of its Affiliates at any time during the Term on or following the Effective Date that Cover the research, Development, Manufacture, use, or Commercialization of the Licensed Product.

“Licensed Product” means any product or process: (a) that is covered by the Patent Rights and/or whose manufacture and/or use is covered by the Patent Rights; (b) the development, manufacture, use, sale or importation of which is, incorporates, uses, or is derived from, any Technical Information; or (c) meeting the qualifications of both (a) and (b).

“Licensor Technology” means the Licensor Patents, the Licensor Know-How, Licensor Materials, Licensed Product IP, and Licensor’s rights in the Program IP and Joint Patents. For clarity and by way of example, Licensor Technology includes the AR 9.6 Assets and the CDK Technology Assets.

“MAA” means an NDA and any equivalent application for marketing approval submitted in any country in the Territory or outside of the Territory, including all additions, deletions or supplements thereto, and as any and all such requirements may be amended, or supplanted, at any time.

“Manufacture” or **“Manufacturing”** or **“Manufactured”** means all operations involved in the manufacture, receipt, incoming inspection, storage and handling of raw materials, and the manufacture, processing, purification, packaging, labeling, warehousing, quality control testing (including in-process release and stability testing), shipping and release of Licensed Product.

“NDA” means a New Drug Application submitted pursuant to the requirements of the FDA, as more fully defined in 21 U.S. CFR, § 314.3 et seq, or a Biologics License Application submitted pursuant to the requirements of the FDA, as more fully defined in 21 U.S. CFR § 601, or counterpart rules in other countries or regions.

“Out-of-Pocket Expenses” means expenses actually paid by a Party or its Affiliate to any Third Party; provided, that **“Out-of-Pocket Expenses”** shall not include expenses paid to any consultants (or service providers of like kind), except for travel expenses associated with a consultant (or service provider of like kind).

“Patent Rights” means the patents and/or patent applications listed on Schedule C, attached and incorporated herein by reference, all U.S., PCT and foreign patent applications claiming priority thereto, including divisionals, continuations and continuations-in-part, all patents issuing therefrom, all reissues and reexaminations, and any extensions of or supplementary protection certificates referencing any of the foregoing ; provided; however, in each case only to the extent of the subject matter claimed therein that is fully disclosed and enabled by the specifications of the patents and/or patent applications listed in Schedule C as of the Effective Date.

Patent Prosecution means the responsibility and authority for (a) preparing, filing and prosecuting applications (of all types) for any Patent, (b) paying, filing and maintenance fees relating to any Patent, (c) managing any interference, opposition, re-issue, reexamination, revocation, nullification, or cancellation proceeding relating to the foregoing, (d) deciding to abandon Patent(s) and (e) settling any interference, opposition, revocation, nullification or cancellation proceeding.

“Person” means any natural person, corporation, firm, business trust, joint venture, association, organization, company, partnership or other business entity, or any government or agency or political subdivision thereof.

“Price Approvals” means, in those countries in the Territory or outside the Territory where Regulatory Authorities may approve or determine pricing and/or pricing reimbursement for pharmaceutical products, such pricing and/or pricing reimbursement approval or determination.

“Product IP” means any Patent Rights that Cover, or Know-How that is reasonably useful in connection with, the composition of matter and/or use of Licensed Product.

“Regulatory Authority” means: a) in the US, the FDA; (c) in the EU, the EMA or the European Commission; or (c) in any other jurisdiction anywhere in the world, any regulatory body with similar regulatory authority over pharmaceutical or biotechnology products.

“Regulatory Approval” means any and all approvals, licenses, registrations, or authorizations of the relevant Regulatory Authority, including Price Approvals, necessary for the Development, manufacture, use, storage, import, transport or Commercialization of Licensed Product in a particular country or jurisdiction.

“Regulatory Filings” means, collectively: (a) all INDs, NDAs, establishment license applications, DMFs, applications for designation as an “Orphan Licensed Product(s)” under the Orphan Drug Act, for “Fast Track” status under Section 506 of the FDCA (21 U.S.C. § 356) or for a Special Protocol Assessment under Section 505(b)(4)(B) and (C) of the FDCA (21 U.S.C. § 355(b)(4)(B)) and all other similar filings (including, without limitation, counterparts of any of the foregoing in any country or region in the Territory or outside the Territory); (b) all supplements and amendments to any of the foregoing; and (c) all data and other information contained in, and correspondence relating to, any of the foregoing.

"Representatives" means employees, consultants, contractors, advisors and agents of a Party or its Affiliates.

"Senior Executive" means a member of senior management of a Party who is designated by such Party to resolve disputes under this Agreement.

"Sublicensee" means a Person other than an Affiliate of a Party to which either Party (or its Affiliate) has, pursuant to Section 2.2, granted sublicense rights under any of the license rights granted under Section 2.1; provided, that "Sublicensee" shall exclude distributors and contract manufacturers.

"Territory" means the United States.

"Third Party" means any Person other than Licensor and Company or any of their respective Affiliates.

"Third Party Action" means any Action made by a Third Party against either Party that claims that the Licensed Product, or its use or Development, manufacture, importation, or sale, infringes or misappropriates such Third Party's intellectual property rights.

"Third Party Agreement" means any agreement entered into by a Party or its Affiliate with a Third Party, or any amendment or supplement thereto, in each case following the Effective Date, whereby royalties, fees or other payments are to be made by a Party or its Affiliate to such Third Party in connection with the grant of rights under intellectual property rights Controlled by such Third Party, which rights are necessary or useful for the Development, manufacture, use or Commercialization of the Licensed Product.

"United States" or **"US"** means the United States of America, its territories and possessions.

"USD" or **"\$"** means the lawful currency of the United States.

"Valid Claim" means a claim of (a) an issued and unexpired patent which has not lapsed or been revoked, abandoned or held unenforceable or invalid by a final decision of a court or governmental or supra-governmental agency of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, and which has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, reexamination or disclaimer or otherwise or (b) any patent application which was filed in good faith and which has not been cancelled, withdrawn, abandoned, or disallowed without the possibility of appeal or re-filing of the application and that has not been pending for more than five (5) years from the first substantive office action on such patent application. If the patent application has been refiled or is a divisional application, the five (5) year period mentioned above shall be calculated from the first application filed in the series of applications.

ARTICLE 2 LICENSES AND OTHER RIGHTS

2.1 Grant of License to Company.

2.1.1 **Development License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Company an exclusive (even as to Licensor), fully-paid up, and royalty-free, irrevocable, perpetual right and license to the Licensor Technology (with the right to sublicense as provided in Section 2.2 for the purpose of Development of Licensed Products in the Field in the Territory, including without limitation, the Manufacture of Licensed Product for use in Development in the Field in the Territory.

2.1.2 **Commercialization License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Company an exclusive (even as to Licensor), fully-paid up, and royalty-free, irrevocable, perpetual right and license to the Licensor Technology (with the right to sublicense as provided in Section 2.2) for the purpose of (i) Commercializing Licensed Products in the Field in the Territory and (ii) Manufacture of Licensed Product for use in Commercialization in the Field in the Territory.

2.2 Right to Sublicense.

- 2.2.1 **Sublicenses.** Company shall have the right to grant sublicenses to Sublicensees under the Development and Commercialization license granted to it under Section 2.1, with respect to Licensed Product for sale in the Field in the Territory for Company; provided, that, (i) it shall be a condition of any such sublicense that each Sublicensee agrees to be bound by the terms of this Agreement applicable to the Commercialization of Licensed Products in the Field in the applicable Territory; (ii) the Company shall provide written notice to Licensor of any such proposed sublicense at least 30 days prior to such extension and provide copies to Licensor of each such sublicense within 30 days of its execution; (iii) if the Company grants a sublicense to a Sublicensee, the Company shall be deemed to have guaranteed that such Sublicensee will fulfill all of the Company's obligations under this Agreement applicable to the subject matter of such sublicense; (iv) Company shall not be relieved of its obligations pursuant to this Agreement as a result of such sublicense; and (v) the sublicenses to such Sublicensee are permissible under any preexisting agreements with a Third Party.
- 2.2.2 **No Other Rights.** Company shall have no rights to use or otherwise exploit Licensor Technology, except as expressly set forth herein.
- 2.3 **Company Obligations to UNeMed License.** Company will assume all of the obligations under the UNeMed License with regards to milestone and/or royalty obligations due to Development and Commercialization of AR 9.6 Assets in the Territory; and assume any sublicense fees obligated to pay to UNeMed Corporation in connection with the grant of future sublicense to Sublicensees pursuant to Section 2.2.1 of this Agreement.

ARTICLE 3 GOVERNANCE

Communication to Licensor. Company will be responsible for scheduling and conducting a conference call with representatives of Licensor quarterly following the execution of this agreement. Company will make all practical efforts to comply with quarterly conference calls with Licensor except when both parties agree, via email, written or verbal consensus that a meeting is not warranted. Company will also complete annual project reports to Licensor on project status and direction unless such report is waived for that time period by Licensor. Both parties agree that the quarterly meeting requirements can be met with either a conference call or face-to-face meetings. Company will draft meeting notes for each quarterly meeting and circulate to Licensor. Each party will bear their own costs for attending any of the in-person meetings.

Urgent Matters. In the event that an urgent issue or matter arises that requires prompt action or discussion between the parties, either Company or Licensor shall arrange for a teleconference (or otherwise meet) for the purpose of resolving such issue or matter.

ARTICLE 4 DEVELOPMENT, MANUFACTURE AND COMMERCIALIZATION OF PRODUCT

- 4.1 **Development of Licensed Product.**
- 4.1.1 Starting on the Effective Date, except as set forth in Article 3 above, Company shall have the exclusive right, and sole responsibility and decision-making authority, at Company's own cost and expense, to research, develop the Licensed Product in the Territory and to conduct (either itself or through its Affiliates, agents, subcontractors and/or Sublicensees) all Clinical Trials and non-clinical studies necessary to obtain Regulatory Approval for Licensed Product in the Field in the Territory in accordance with the Development Plan, and to Manufacture Licensed Product for Development and Commercialization in the Territory.
- 4.1.2 Starting on the Effective Date, except as set forth in Article 3 above, Licensor shall retain all other rights not described in Section 2.1 above to research, Develop and Commercialize Licensed Product outside the Territory, at its own cost and expense, and to Manufacture Licensed Product for Development and Commercialization outside the Territory.

4.1.3 The duty to develop the asset is primarily within the Company. Notwithstanding the foregoing, each Party shall disclose to the other Party all non-clinical and clinical data relating to Licensed Product generated by either Party in the Territory and Licensor outside the Territory. Each Party hereby grants the other Party the right to use such data for Development and Commercialization of the Licensed Product and to obtain Regulatory Approval by Company in the Territory and Licensor outside the Territory, and to Manufacture Licensed Product for Development and Commercialization by Company in the Territory and by Licensor outside the Territory.

4.2 Development Support.

4.2.1 Each Party shall make its Representatives who are knowledgeable regarding the Licensor Technology and the Licensed Product (including the properties and functions thereof), available to the other Party for scientific and technical explanations, advice and on-site support that may reasonably be required by the other Party relating to the Development of the Licensed Product (the "Development Support"). The Development Support shall be provided by each Party to the other Party free-of-charge within 5 years after the Effective Date of this Agreement, but the Party receiving Development Support shall reimburse the Party providing Development Support for all Out-of-Pocket Expenses incurred by such Party in providing the Development Support.

4.2.2 In the event Company wishes Licensor to recruit patients and participate in a Clinical Trial outside the Territory as part of a Company sponsored Clinical Trial, Company may so notify Licensor in writing and the Parties will negotiate in good faith with respect to Licensor's recruitment of patients and participation in such Clinical trial and the compensation to Licensor for such activities.

4.2.3 In the event Licensor wishes Company to recruit patients and participate in a Clinical Trial in the Territory as part of a Licensor sponsored Clinical Trial, Licensor may so notify Company in writing and the Parties will negotiate in good faith with respect to Company's recruitment of patients and participation in such Clinical trial and the compensation to Company for such activities.

4.3 **Preparation of Development Plans.** The initial Development Plan for each Party in its respective Territory shall be prepared within 60 days after the Effective Date. During the Term, each Party may prepare a revised Development Plan, which shall be prepared by each Party for its respective territory and submitted to each other for review at least annually. Each Development Plan shall: (a) set forth the Development objectives, including Clinical Trials to be conducted within the respective territory and the other Development activities to be conducted, and the timelines applicable to such activities for the period covered by such Development Plan, and (b) be consistent with the other terms of this Agreement. Each amendment, modification and/or update to a Party's Development Plan shall be set forth in a written document prepared by such Party and provided to each other.

4.4 Commercialization.

4.4.1 **Company Licensed Product Commercialization Plans.** Company will make a reasonable effort to prepare and provide to Licensor, for its review, a Licensed Product Commercialization Plan for each Licensed Product thirty (30) days prior to the date Company anticipates filing a MAA in the Territory. Failure to provide such Licensed Product Commercialization Plan prior to filing a MAA shall not be a breach of this Agreement, but in any event within thirty (30) days of filing a MAA in the Territory with respect to each Licensed Product, Company shall provide such Licensed Product Commercialization Plan to Licensor. The Company Licensed Product Commercialization Plan(s) shall be updated and reviewed at least annually.

4.4.2 **Licensor Licensed Product Commercialization Plans.** Licensor shall prepare and provide to the Company, for its review, a Licensed Product Commercialization Plan for each such Licensed Product within thirty (30) days of filing a MAA outside the Territory with respect to each Licensed

Product. Failure to provide such Licensed Product Commercialization Plan prior to filing a MAA shall not be a breach of this Agreement, but in any event within thirty (30) days of filing a MAA outside the Territory with respect to each Licensed Product, Licensor shall provide such Licensed Product Commercialization Plan to Company. The Licensor Licensed Product Commercialization Plan shall be updated and reviewed at least annually.

4.4.3 **Company Responsibility for Commercialization of Licensed Products.** Company shall have the sole right and responsibility, at its sole expense, for all aspects of the Commercialization of Licensed Products in accordance with the applicable Licensed Product Commercialization Plan, in the Field and in the Territory and shall have the sole right and responsibility, at its sole expense, for order fulfillment and distribution of Licensed Product and for booking all sales of Licensed Product in the Territory, including, without limitation, the conduct of: (a) all activities relating to the Manufacture and supply of Licensed Products for Commercialization in the Territory; and (b) all marketing, promotion, sales, distribution, import and export activities (including securing reimbursement, conducting sales and marketing activities and any post-marketing trials or post-marketing safety surveillance and maintaining databases) in the Territory. Company and its Affiliates shall have the right, in their sole discretion, to appoint Distributors to distribute Licensed Products in the Territory. For purposes of this Section 4.4.3, the term Distributor shall mean a Third Party which warehouses and distributes a Licensed Product for which Company or an Affiliate or Sublicensee (i) holds the Commercialization Regulatory Approval and (ii) is responsible for marketing the Licensed Product, and shall not include any entity which holds Commercialization Regulatory Approval for the Licensed Product or is responsible for marketing the Licensed Product, unless such entity was granted a sublicense pursuant to Section 2.2 above.

4.4.4 **Licensor Responsibility for Commercialization of Licensed Products.** Licensor shall have the sole right and responsibility, at its sole expense, for all aspects of the Commercialization of Licensed Products in accordance with the applicable Licensed Product Commercialization Plan, in the Field and outside the Territory and shall have the sole right and responsibility, at its sole expense, for order fulfillment and distribution of Licensed Product and for booking all sales of Licensed Product outside the Territory, including, without limitation, the conduct of: (a) all activities relating to the Manufacture and supply of Licensed Products for Commercialization outside the Territory; and (b) all marketing, promotion, sales, distribution, import and export activities (including securing reimbursement, conducting sales and marketing activities and any post-marketing trials or post-marketing safety surveillance and maintaining databases) outside the Territory.

4.4.5 **First Right of Refusal for Territory Extension.** Both the Company and the Licensor have the First Right of Refusal for Territory Extension. Either parties can request a territory extension to support their commercialization or sub-licensing activities. In other words, the Company or the Licensor may, as needed for commercializing or sub-licensing **The Products**, request distribution rights to the Territory claimed by Licensor or the Company respectively. If the Company requests a territory extension, the Licensor agrees to offer the Licensor's Territory to Licensee at an equitable rate. Similarly, if the Licensor requests a territory extension, the Company agrees to offer the Company's territory to the Licensor at an equitable rate.

4.5 **Clinical and Commercial Manufacturing.**

4.5.1 **Development Supply for the Development Program.** Company shall have the right to Manufacture Licensed Products in or outside the Territory necessary for the conduct of the Development Program in the Territory. In an effort to establish efficient Manufacturing for Licensed Products, the Parties agree to use Commercially Reasonable Efforts to coordinate the Manufacturing activities in consultation with each other in their respective territories, provided that each Party shall retain the right to Manufacture the Licensed Products in quantities necessary for the Development Program in their respective territories. In the event that one Party agrees to supply the other Party with its requirements of Licensed Products in quantities necessary for the Development Program in their respective territories, then the transfer price for such Licensed Products for the conduct of the Development Program shall be negotiated in good faith by the Parties on an arm's-length basis.

- 4.5.2 **Commercial Supply for Commercialization Plans.** The same coordination efforts referred to in the second sentence of paragraph 4.5.1 above shall be undertaken by the Parties with respect to Manufacture of Licensed Products for Commercialization of Licensed Product in the Territory and outside the Territory, and the Parties shall discuss in good faith the location of such Manufacture. In the event that one Party agrees to supply the other Party with its requirements of Licensed Products in quantities necessary to Commercialize the Licensed Product according to the Commercialization Plan applicable in their respective territories, then the transfer price shall be determined in the manner set forth in paragraph 4.5.1 above.
- 4.5.3 **Sole Right and Decision.** Notwithstanding the foregoing, each Party shall have the sole right and decision-making authority with respect to the Manufacture of Licensed Product in the Territory by the Company and outside the Territory by the Licensor.
- 4.6 **Diligence by Company.** Company shall use Commercially Reasonable Efforts to (a) Develop at least one Licensed Product and (b) Commercialize at least one Licensed Product in the Territory after receiving Commercialization Regulatory Approval, provided, that such Development and Commercialization obligations shall be expressly conditioned upon the continuing absence of any adverse condition or event relating to the safety or efficacy of the Licensed Product, and Company's obligation to Develop and Commercialize Licensed Product in the Field in the Territory shall be delayed or suspended so long as, in Company's opinion, any such condition or event exists. Company shall have the exclusive right to determine, in its sole discretion, the launch strategy for Licensed Product in the Field in the Territory, subject to its exercise of Commercially Reasonable Efforts and the availability of any necessary Third-Party licenses or other rights. Activities by Company's Affiliates and Sublicensees will be considered as Company's activities under this Agreement for purposes of determining whether Company has complied with its obligation to use Commercially Reasonable Efforts. Company shall be relieved of its diligence obligations under this Section 4.6 starting from the date Company provides Licensor with a termination notice.
- 4.7 **Compliance.** Each Party shall perform its obligations under each Development Plan and Licensed Product Commercialization Plan in good scientific manner and in compliance in all material respects with all Laws. For purposes of clarity, with respect to each activity performed under a Development Plan and/or Licensed Product Commercialization Plan that will or would reasonably be expected to be submitted to a Regulatory Authority in support of a Regulatory Filing or MAA, the Party performing such activity shall comply in all material respects with GMPs or Good Manufacture Practices, GLPs or Good Clinical Practices (or, if and as appropriate under the circumstances, International Conference on Harmonization (ICH) guidance or other comparable regulation and guidance of any Regulatory Authority in any country or region in the Territory). Each party shall notify the other party on any non-compliance notifications received within a period of 30-days and also present an update to issue on its biannual project reports.
- 4.8 **Cooperation and Coordination.** Company and Licensor shall cooperate in the performance of the Development Program and, subject to the terms of this Agreement and any confidentiality obligations to Third Parties, shall exchange such data, information and materials as is reasonably necessary for the other Party to perform its obligations under any Development Plan and Licensed Product Commercialization Plan. Both Parties will review all significant Regulatory Filings applicable to the Commercialization of a Licensed Product prior to submission by either Party to the applicable Regulatory Authorities with respect to the Commercialization of a Licensed Product, and will receive copies of all correspondence from Regulatory Authorities with respect to the Commercialization of a Licensed Product in a timely manner. For clarity, nothing in this Section 4.8 shall reduce a Party's sole right and responsibility to Commercialize Licensed Products in its respective territory.
- 4.9 **Right to Subcontract of Company.** Company may exercise any of its rights, or perform any of its obligations, under this Agreement (including any of the rights granted in Section 2.1) by subcontracting the exercise or performance of all or any portion of such rights and obligations on Company's behalf to an Affiliate or a Third Party, including, but not limited to, distributors and contract manufacturers. For avoidance of doubt, any Company-designated distributors and contract manufacturers under Section 4.9 shall not be considered as Sublicensees. Any subcontract granted or entered into by Company as contemplated by

this Section 4.9 of the exercise or performance of all or any portion of the rights or obligations that Company may have under this Agreement shall not relieve Company from any of its obligations under this Agreement.

- 4.10 **Trademarks.** As between Licensor and Company, Company shall have the sole authority to select trademarks for Licensed Product in the Field in the Territory and shall own all such trademarks. Notwithstanding the foregoing, Company and Licensor shall coordinate the selection of trademarks for similar Licensed Products in and outside the Territory for the benefit of successful commercialization.
- 4.11 **Reporting.** Company shall, within plus or minus two (2) months of each anniversary of the Effective Date, provide Licensor with a written report summarizing in reasonable detail its Commercialization activities conducted during the prior Calendar Year with respect to the Commercialization of Licensed Product in the Territory by Company. All information and reports provided to Licensor pursuant to this Section 4.11 shall be treated as Confidential Information. Notwithstanding the foregoing, Company's obligation to provide reports under this Section 4.11 shall expire upon the tenth anniversary of the First Commercial Sale of Licensed Product in the Territory for Company.

ARTICLE 5 REGULATORY MATTERS

- 5.1 **Regulatory Filings.** Company and Licensor shall own and maintain all regulatory filings and Regulatory Approvals for Licensed Product, including all INDs and MAAs, in the Territory and outside the Territory, respectively.
- 5.2 **Communications with Authorities.** Company (or one of its Affiliates or Sublicensees) shall be responsible, and act as the sole point of contact, for communications with Regulatory Authorities in connection with the Development, Commercialization, and Manufacturing of Licensed Product in the Territory. Following the Effective Date, Licensor shall not initiate, with respect to Licensed Product, any meetings or contact with Regulatory Authorities without Company's prior written consent in the licensed Territory. To the extent Licensor receives any written or oral communication from any Regulatory Authority in the Territory relating to Licensed Product, Licensor shall (a) refer such Regulatory Authority to Company, and (b) as soon as reasonably practicable (but in any event within 14 days, notify Company and provide Company with a copy of any written communication received by Licensor or, if applicable, complete and accurate minutes of such oral communication. At the request of Company, Licensor shall make available to Company, free of charge for a period of six months, a qualified representative who shall, together with the representatives of Company, participate in and contribute to meetings with the Regulatory Authorities in the Territory with respect to regulatory matters relating to the Licensor Technology. Company shall reimburse Licensor for all Out-of-Pocket Expenses incurred in such participation.
- 5.3 **Support in Regulatory Matters.** Each Party shall make its Representatives that are knowledgeable regarding the Licensor Technology and the Licensed Product available to the other Party for regulatory explanations, advice and on-site support, that may reasonably be required by the other Party relating to regulatory matters (including preparation and filing for any INDs and MAAs and obtaining and maintaining Marketing Authorizations) (the "Regulatory Support"). The Regulatory Support shall be provided by each Party to the other Party free-of-charge during the Term. The Party receiving Regulatory Support shall reimburse the Party providing Regulatory Support for all Out-of-Pocket Expenses incurred in such activities.
- 5.4 **Adverse Event Reporting.** The Parties agree to comply with any and all Laws that are applicable as of the Effective Date and thereafter during the Term in connection with Licensed Product safety data collection and reporting. If either Party has or receives any information regarding any Adverse Event, then such Party shall provide the other Party with all such information in English within such timelines which is reasonably expected to enable the other Party to comply with all Laws and relevant regulations and requirements. Each Party shall report to the other Party any Adverse Event culminating in death or permanent disability of a patient or subject who is administered Licensed Product within one day after becoming aware of the Adverse Event.

- 5.5 **Recalls.** Company shall have the sole right to determine whether and how to implement a recall or other market withdrawal of Licensed Product in the Territory and shall notify Licensor promptly of any recall or other market withdrawal of Licensed Product in the Territory. Licensor shall notify Company promptly of any recall or other market withdrawal of Licensed Product outside the Territory.
- 5.6 **Pharmacovigilance Agreement.** Without limitation of Section 5.4, the Parties shall meet to commence good faith negotiations to establish a detailed pharmacovigilance agreement relating to the Licensed Product, which shall set forth standard operating procedures governing the collection, investigation, reporting, and exchange of information concerning adverse drug reactions/adverse events sufficient to permit each Party to comply with its regulatory and other legal obligations within applicable timeframes.

ARTICLE 6 FINANCIAL PROVISIONS

- 6.1 **Consideration.** In return for Licensor's grant of the rights and licenses to Company pursuant to Section 2.1, Company shall issue to Licensor equity shares of the Company such that Licensor shall retain a % information redacted ownership interest in the Company. Company has no current or future obligation to make any form of payment, including upfront payment, royalties, milestone payments, commercial event payments to Licensor for Licensor's grant of the rights and licenses to Company pursuant to Section 2.1, except milestone and/or royalty obligations due to Development and Commercialization of AR 9.6 Assets in the Territory to Third Parties that may arise from the preexisting agreements as set forth in Schedule E.
- 6.2 **Non-Dilution.** Licensor's ownership interest in the Company pursuant to Section 6.1 % info redacted, will be non-dilutive until Company successfully raises a minimum of dollar amount info redacted funding for development of the Licensed Technology.

ARTICLE 7 INVENTIONS AND PATENTS

- 7.1 **Patent Ownership, Prosecution and Maintenance.**
- 7.1.1 **Program IP.** Any Patent Rights ("Joint Patents") and Know-How invented jointly between the Parties during the Term relating to Licensed Product shall be owned jointly by the Parties ("Program IP" or "Joint Technology"). Any Patent Rights and Know-How invented solely by a Party relating to the Licensed Product during the Term shall be solely owned by such Party.
- (a) Company agrees to grant an exclusive license of all of Company's rights, title and interest in and to any Licensed Product IP that is solely invented during the Term by Company or its Affiliates or Sublicensees or its or their contractors, to the extent related to the Licensed Product, to Licensor in the same manner as in Section 2.1 outside of the Territory. Company shall obtain from such Affiliates, Sublicensees and contractors equivalent present assignments of such Affiliates', Sublicensees' and contractors' rights, title and interest in any Licensed Product IP and promptly assign the same to Company.
- (b) Licensor agrees to grant an exclusive license of all of Licensor's rights, title and interest in and to any Licensed Product IP that is solely invented during the Term by Licensor or its Affiliates or Sublicensees or its or their contractors, to the extent related to the Licensed Product, to Company in the same manner as in Section 2.1. Licensor shall obtain from such Affiliates, Sublicensees and contractors equivalent present assignments of such Affiliates', Sublicensees' and contractors' rights, title and interest in any Licensed Product IP and promptly assign the same to Licensor.
- 7.1.2 **Patent Coordinators.** Licensor and Company shall, by written notice to the other Party, each appoint a patent coordinator reasonably acceptable to the other Party (each, a "Patent Coordinator") to serve as such Party's primary liaison with the other Party on matters relating to patent filing, prosecution, maintenance and enforcement. Each Party may replace its Patent Coordinator at any time by notice in writing to the other Party.

- 7.1.3 **Inventorship.** Inventorship shall be determined under US patent law. The Patent Coordinators shall initially determine inventorship of all inventions made in the Development and Commercialization of Licensed Products. In case of a dispute between the Patent Coordinators over inventorship, such dispute shall be resolved according to US patent law.
- 7.1.4 **Licensor Patents.** Licensor shall have the first right, and the obligation, to file, prosecute and maintain Licensor Patents (in Licensor's name) in and outside the Territory, including the country/regions in Schedule D. Licensor shall bear all costs and expenses of filing, prosecuting and maintaining Licensor Patents in and outside the Territory except that Company shall reimburse Licensor the costs and expenses of filing, prosecuting and maintaining the Licensor Patents in the Territory. Licensor shall keep Company informed of the status of the filing and prosecution of Licensor Patents or related proceedings (e.g. interferences, oppositions, reexaminations, reissues, revocations or nullifications) in and outside the Territory. At Licensor's request, Company will provide Licensor with reasonable free-of-charge assistance in prosecuting Licensor Patents to the extent possible, including providing such data in Company's Control that is, in Licensor's reasonable judgment, needed to support the prosecution of a Licensor Patent in and outside the Territory. If Licensor elects not to file or to continue to prosecute or maintain a Licensor Patent in and outside the Territory, then it shall notify Company in writing at least three (3) months before any final deadline applicable to the filing, prosecution or maintenance of such Licensor Patent, as the case may be, or any other date by which an action must be taken to establish or preserve such Licensor Patent in and outside the Territory. In such case, Company shall have the right, at its own cost and expense, to pursue the filing or support the continued prosecution or maintenance of such Licensor Patent in and outside the Territory.
- 7.1.5 **Company Patents and Joint Patents.** Company shall have the first right, and the obligation, to file, prosecute and maintain Company Patents (in Company's name) and Joint Patents in and outside the Territory. Company shall bear all costs and expenses of filing, prosecuting and maintaining Company Patents and Joint Patents in and outside the Territory. Company shall keep Licensor informed of the status of the filing and prosecution of Company Patents and Joint Patents or related proceedings (e.g. interferences, oppositions, reexaminations, reissues, revocations or nullifications) in and outside the Territory. At Company's request, Licensor will provide Company with reasonable free-of-charge assistance in prosecuting Company Patents or Joint Patents to the extent possible, including providing such data in Licensor's Control that is, in Company's reasonable judgment, needed to support the prosecution of a Company Patent in and outside the Territory. If Company elects not to file or to continue to prosecute or maintain a Company Patent or Joint Patent in and outside the Territory, then it shall notify Licensor in writing at least three (3) months before any final deadline applicable to the filing, prosecution or maintenance of such Company Patent or Joint Patent, as the case may be, or any other date by which an action must be taken to establish or preserve such Company Patent or Joint Patent in and outside the Territory. In such case, Licensor shall have the right, at its own cost and expense, to pursue the filing or support the continued prosecution or maintenance of such Company Patent or Joint Patent in and outside the Territory. The prosecution of the CDK Technology (US patent #7659244) and patents presented in Schedule C are considered a Company patent post execution of this agreement.
- 7.1.6 **Patent Term Extension and Supplemental Protection Certificates.**
- (a) Company shall be responsible for obtaining patent term extensions wherever available for in the Territory and for obtaining Supplemental Protection Certificates effectively extending a patent wherever available. Licensor shall provide Company free-of-charge with all relevant information, documentation and assistance in this respect as may reasonably be requested by Company. Any such assistance, supply of information and consultation shall be provided promptly. In the event that any election with respect to obtaining patent term extensions or Supplemental Protection Certificates is to be made in the Territory, Company shall have the right to make such elections after reasonable consultation with Licensor, and Licensor shall abide by all such elections.

- (b) Licensor shall be responsible for obtaining patent term extensions wherever available for outside the Territory and for obtaining Supplemental Protection Certificates effectively extending a patent wherever available. Company shall provide Licensor free-of-charge with all relevant information, documentation and assistance in this respect as may reasonably be requested by Licensor. Any such assistance, supply of information and consultation shall be provided promptly. In the event that any election with respect to obtaining patent term extensions or Supplemental Protection Certificates is to be made outside the Territory, Licensor shall have the right to make such elections after reasonable consultation with Company, and Company shall abide by all such elections.

7.1.7 Information and Cooperation. Each Party that has responsibility for filing and prosecuting any Patent Rights under this Section 7.1 (a "**Filing Party**") shall (a) regularly provide the other Party (the "**Non-Filing Party**") with copies of all patent applications filed hereunder and other material submissions and correspondence with the patent offices, in sufficient time to allow for review and comment by the Non-Filing Party; and (b) provide the Non-Filing Party and its patent counsel with an opportunity to consult with the Filing Party and its patent counsel regarding the filing and contents of any such application, amendment, submission or response. The advice and suggestions of the Non-Filing Party and its patent counsel shall be taken into consideration in good faith by such Filing Party and its patent counsel in connection with such filing. Each Filing Party shall pursue in good faith all reasonable claims and take such other reasonable actions, as may be requested by the Non-Filing Party in the prosecution of any Patent Rights covering any Program Technology under this Section 7.1; provided, however, if the Filing Party incurs any additional expense as a result of any such request, the Non-Filing Party shall be responsible for the cost and expenses of pursuing any such additional claim or taking such other actions.

7.2 Enforcement of Patents and Know-How.

7.2.1 Notice. If either Party believes that an infringement, unauthorized use, misappropriation or ownership claim or threatened infringement or other such activity by a Third Party has occurred with respect to any Licensor Technology or Joint Technology, or if a Third Party claims that any Licensor Patent or Joint Patent is invalid or unenforceable, the Party possessing such knowledge or belief shall notify the other Party and provide it with details of such infringement or claim that are known by such Party.

7.2.2 Right to Bring an Action. Company shall have the exclusive right to attempt to resolve any infringement or claim in the Territory, including by filing an infringement suit, defending against such claim or taking other similar action, with respect to a Licensor Patent or Joint Patent (each, an "**Action**") and to compromise or settle any such infringement or claim. At Company's request, Licensor shall promptly provide Company with all relevant documentation (as may be requested by Company) evidencing that Company is validly empowered by Licensor to take such an Action. Licensor is obligated to join Company in such Action, or bring such Action on Company's behalf upon Company's request, in each case at Company's expense, if Company determines that it is necessary to demonstrate "standing to sue". Licensor shall cooperate with Company in any such Action. If Company does not intend to prosecute or defend an Action, Company shall promptly inform Licensor.

7.2.3 Costs of an Action. The Party taking an Action under 7.2.2 shall pay all costs associated with such Action, other than the expenses of the other Party if the other Party elects to join such Action (as provided in the last sentence of this paragraph). Each Party shall have the right to join an Action relating to a Licensor Patent or Joint Patent, at its own expense.

7.2.4 Settlement. Neither Party shall settle or otherwise compromise any Action by admitting that any Licensor Patent or Joint Patent is invalid or unenforceable without the other Party's prior written consent, and, in the case of Licensor, Licensor may not settle or otherwise compromise an Action in a way that adversely affects or would be reasonably expected to adversely affect Company's rights or benefits hereunder, without Company's prior written consent.

- 7.2.5 **Reasonable Assistance.** The Party not enforcing or defending Licensor Patents or Joint Patent shall provide reasonable assistance to the other Party, including providing access to relevant documents and other evidence and making its employees available, subject to the other Party's reimbursement of any reasonable Out-of-Pocket Expenses incurred on an on-going basis by the non-enforcing or non-defending Party in providing such assistance.
- 7.2.6 **Distribution of Amounts Recovered.** Any amounts recovered by the Party taking an Action pursuant to this Section 7.2, whether by settlement or judgment, shall be allocated in the following order: (i) to reimburse the Party taking such Action for any costs incurred, (ii) to reimburse the Party not taking such Action for its costs incurred in such Action, if it joins such Action as provided in the last sentence of Section 7.2.3; and (iii) the remaining amount of such recovery shall be allocated to the Party taking such Action in a pro rata manner tied to the costs incurred.

7.3 **Third Party Actions Claiming Infringement.**

- 7.3.1 **Notice.** If a Party becomes aware of any Third-Party Action, such Party shall promptly notify the other Party of all details regarding such claim or action that is reasonably available to such Party.
- 7.3.2 **Right to Defend.** Company shall have the right and obligation, at its sole expense, to defend a Third-Party Action in the Territory described in Section 7.3.1 and to compromise or settle such Third-Party Action. If Company declines or fails to assert its intention to defend such Third Party Action within 30 days of after sending (in the event that Licensor is the notifying Party) or receipt (in the event that Company is the notifying Party) of notice under Section 7.3.1, then Licensor shall have the right to defend such Third Party Action. The Party defending such Third-Party Action shall have the sole and exclusive right to select counsel for such Third-Party Action.
- 7.3.3 **Consultation.** The Party defending a Third-Party Action pursuant to Section 7.3.2 shall be the "**Controlling Party.**" The Controlling Party shall consult with the non-Controlling Party on all material aspects of the defense. The non-Controlling Party shall have a reasonable opportunity for meaningful participation in decision-making and formulation of defense strategy. The Parties shall reasonably cooperate with each other in all such actions or proceedings. The non-Controlling Party will be entitled to be represented by independent counsel of its own choice at its own expense.
- 7.3.4 **Appeal.** In the event that a judgment in a Third-Party Action is entered against the Controlling Party and an appeal is available, the Controlling Party shall have the first right, but not the obligation, to file such appeal. In the event the Controlling Party does not desire to file such an appeal, it will promptly, in a reasonable time period (i.e., with sufficient time for the non-Controlling Party to take whatever action may be necessary) prior to the date on which such right to appeal will lapse or otherwise diminish, permit the non-Controlling Party to pursue such appeal at such non-Controlling Party's own cost and expense. If Law requires the other Party's involvement in an appeal, the other Party shall be a nominal party of the appeal and shall provide reasonable cooperation to such Party at such Party's expense.
- 7.3.5 **Costs of an Action.** The Controlling Party shall pay all costs associated with such Third-Party Action other than the expenses of the other Party if the other Party elects to join such Third-Party Action (as provided in the last sentence of this paragraph). Each Party shall have the right to join a Third-Party Action defended by the other Party, at its own expense.
- 7.3.6 **No Settlement Without Consent.** Neither Party shall settle or otherwise compromise any Third Party Action by admitting that any Licensor Patent is invalid or unenforceable without the other Party's prior written consent, and, in the case of Licensor, Licensor may not settle or otherwise compromise a Third Party Action in a way that adversely affects or would be reasonably expected to adversely affect Company's rights and benefits hereunder, without Company's prior written consent.

- 7.4 **Further Assurances.** Licensor shall require all of its employees, and use its commercially reasonable efforts to require its contractors and agents, and any Affiliates and Third Parties working on its behalf under this Agreement (and their respective employees, contractors and agents), to assign to Licensor any Licensor Technology.

ARTICLE 8 CONFIDENTIALITY

- 8.1 **Confidentiality Obligations.** Each Party agrees that, for the Term and for five (5) years thereafter, such Party shall, and shall ensure that its Representatives, hold in confidence all Confidential Information disclosed to it by the other Party pursuant to this Agreement, unless the recipient of the Confidential Information demonstrates by written evidence that such information: (i) is or has become generally available to the public other than as a result of disclosure by the recipient; (ii) is already known by or in the possession of the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by recipient without use of or reference to the disclosing Party's Confidential Information; or (iv) is obtained by recipient from a Third Party that has not breached any obligations of confidentiality.
- The recipient shall not disclose any of the Confidential Information, except to Representatives of the recipient who need to know the Confidential Information for the purpose of performing the recipient's obligations, or exercise its rights, under this Agreement and who will, prior to their access to such Confidential Information, be bound by written obligations of non-use and non-disclosure substantially similar to those set forth herein. Each Party agrees to use, and to cause its Affiliates to use, reasonable efforts to enforce such obligations and to prohibit Representatives from using such Confidential Information except as expressly permitted hereunder. Each Party shall be liable to the other for any disclosure or use of the Confidential Information by such Representatives. The recipient shall (i) protect Confidential Information using not less than the same care with which it treats its own confidential information, but at all times shall use at least reasonable care and (ii) not use, and cause its Affiliates and Representatives not to use, any Confidential Information of the other Party except as expressly permitted hereunder. Each Party shall: (a) implement and maintain appropriate security measures to prevent unauthorized access to, or disclosure of, the other Party's Confidential Information; (b) promptly notify the other Party of any unauthorized access or disclosure of such other Party's Confidential Information; and (c) cooperate with such other Party in the investigation and remediation of any such unauthorized access or disclosure.
- 8.2 **Use.** Notwithstanding Section 8.1, a Party may use the Confidential Information of the other Party for the purpose of performing its obligations, or exercising its rights, under this Agreement, including for purposes of: (i) filing or prosecuting patent applications; (ii) prosecuting or defending litigation; (iii) conducting pre-clinical studies or Clinical Trials pursuant to this Agreement; (iv) seeking or maintaining Regulatory Approval for Licensed Product; (v) complying with Law, including securities Law and the rules of any securities exchange or market on which a Party's securities are listed or traded; (vi) disclosure to such other Party's legal and financial advisors; (vii) in connection with an actual or potential (a) permitted sublicense of such other Party's rights hereunder, (b) debt, equity or other financing of such other Party or (c) merger, acquisition, consolidation, share exchange or other similar transaction involving such Party and any Third Party; or (viii) for any other purpose with the other Party's written consent, not to be unreasonably withheld.
- 8.3 **Notice.** In making any disclosures set forth in clauses (i) through (viii) in 8.2, the disclosing Party shall, where reasonably practicable, give such advance notice to the other Party of such disclosure requirement as is reasonable under the circumstances and will use its reasonable efforts to cooperate with the other Party in order to secure confidential treatment of such Confidential Information required to be disclosed. In addition, in connection with any permitted filing by either Party of this Agreement with any Governmental Body, the filing Party shall endeavor to obtain confidential treatment of economic, trade secret information and such other information as may be requested by the other Party, and shall provide the other Party with the proposed confidential treatment request with reasonable time for such other Party to provide comments, and shall include in such confidential treatment request all reasonable comments of the other Party.
- 8.4 **Required Disclosure.** The recipient may disclose the Confidential Information to the extent required by Law or court order; provided, however, that the recipient promptly provides to the disclosing party prior

written notice of such disclosure and provides reasonable assistance in obtaining an order or other remedy protecting the Confidential Information from public disclosure.

ARTICLE 9 REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 **Representations and Warranties.** Each Party represents and warrants to the other Party that, as of the Effective Date:

- 9.1.1 such Party is duly organized and validly existing under the Laws of the jurisdiction of its incorporation or organization;
- 9.1.2 such Party has taken all corporate action necessary to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement;
- 9.1.3 this Agreement is a legal and valid obligation of such Party, binding upon such Party and enforceable against such Party in accordance with the terms of this Agreement, except as enforcement may be limited by applicable bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equitable principles. The execution, delivery and performance of this Agreement by such Party does not conflict with, breach or create in any Third Party the right to accelerate, terminate or modify any agreement or instrument to which such Party is a party or by which such Party is bound, and does not violate any Law of any Governmental Body having authority over such Party; and
- 9.1.4 such Party has all right, power and authority to enter into this Agreement, to perform its obligations under this Agreement.

9.2 **Additional Representations and Warranties of Licensor.** Licensor warrants to Company that, as of the Effective Date:

- 9.2.1 no consent by any Third Party or Governmental Body is required with respect to the execution and delivery of this Agreement by Licensor or the consummation by Licensor of the transactions contemplated hereby except the consent that Licensor shall obtain within three (3) months after the Effective Date of this Agreement pursuant to the following License Agreements for AR 9.6 technology: the exclusive license agreement between Licensor and UNeMed Corporation (AR 9.6) dated March 12, 2014;
- 9.2.2 no claims have been asserted in writing, to the effect that the manufacture, use or sale of Licensed Product infringes any issued Patent Right of any Third Party;
- 9.2.3 the Licensor Patents are subsisting and are not the subject of any litigation procedure, discovery process, interference, reissue, reexamination, opposition, appeal proceedings or any other legal dispute;
- 9.2.4 no Third Party has filed or threatened in writing to file any lawsuit or other action alleging that any Licensor Patent is invalid or unenforceable;
- 9.2.5 it has the full right to provide the Licensor Technology to Company pursuant to this Agreement, and neither Company's use of the Licensor Material as contemplated by this Agreement, nor such transfer, will violate any agreement with any Third Party;
- 9.2.6 the Licensor Technology is free and clear of any liens, charges, encumbrances or rights of others to possession or use, in each case that were created by an action of Licensor;
- 9.2.7 there are no other existing Third-Party Agreements related to Licensed Technology except those in Schedule E.

ARTICLE 10 INDEMNIFICATION AND INSURANCE

10.1 **Indemnification by Company.** Company shall indemnify, defend and hold Licensor and its Affiliates and each of their respective employees, officers, directors and agents and their respective heirs, successors and

assigns (the "Licensor Indemnitees") harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees and expenses of litigation) to the extent arising out of Third Party claims, actions, demands, suits or judgments related to: (a) Company's negligence or willful misconduct; (b) Company's failure to perform its obligations under this Agreement; (c) willful breach by Company of its representations, warranties or covenants set forth in Article 9, or (c) the Development of any Licensed Product or the Commercialization (including, without limitation, the use by any Person) of any Licensed Product by Company or any of its Affiliates, Sublicensees, distributors or agents outside the Territory; provided, however, that Company's obligations pursuant to this Section 10.1 shall not apply (i) to the extent such claims or suits result from the negligence or willful misconduct of any of the Licensor Indemnitees, (ii) with respect to claims or suits arising out of breach by Licensor of its representations, warranties or covenants set forth in Article 9.

- 10.2 **Indemnification by Licensor.** Licensor shall indemnify, defend and hold Company and its Affiliates and each of their respective agents, employees, officers and directors and their respective heirs, successors and assigns ("Company Indemnitees") harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorney's fees and expenses of litigation) to the extent arising out of Third Party claims, actions, demands, suits or judgments related to: (a) Licensor's negligence or willful misconduct; (b) Licensor's failure to perform its obligations under this Agreement; (c) willful breach by Licensor of its representations, warranties or covenants set forth in Article 9; or (d) Licensor or its Affiliates activities in the Territory with respect to the Licensed Product; provided, however, that Licensor's obligations pursuant to this Section 10.2 shall not apply (i) to the extent that such claims or suits result from the negligence or willful misconduct of any of Company Indemnitees, (ii) with respect to claims or suits arising out of breach by Company of its warranties set forth in Article 9.
- 10.3 **Certain Liabilities.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY'S LIABILITY IS LIMITED WITH RESPECT TO (i) DEATH OR PERSONAL INJURY DUE TO NEGLIGENCE or (ii) FRAUD.
- 10.4 **No Consequential Damages.** EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1 OR SECTION 10.2 FOR PAYMENTS TO THIRD PARTIES, AS APPLICABLE, AND SUBJECT ALWAYS TO SECTION 10.3 (CERTAIN LIABILITIES), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREIN OR ANY BREACH HEREOF. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY FROM SEEKING OR OBTAINING ANY REMEDY AVAILABLE UNDER LAW FOR ANY BREACH BY THE OTHER PARTY OF ITS CONFIDENTIALITY AND NON-USE OBLIGATIONS UNDER ARTICLE 8.
- 10.5 **Notification of Claims; Conditions to Indemnification Obligations.** As a condition to a Party's right to receive indemnification under this Article 10, it shall: (a) promptly notify the other Party as soon as it becomes aware of a claim or suit for which indemnification may be sought pursuant hereto; (b) cooperate, and cause the individual indemnitees to cooperate, with the indemnifying Party in the defense, settlement or compromise of such claim or suit; and (c) permit the indemnifying Party to control the defense, settlement or compromise of such claim or suit, including the right to select defense counsel. In no event, however, may the indemnifying Party compromise or settle any claim or suit in a manner which admits fault or negligence on the part of the indemnified Party or any indemnitee without the prior written consent of the indemnified Party. Each Party shall reasonably cooperate with the other Party and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include without limitation using reasonable efforts to provide or make available documents, information and witnesses. The indemnifying Party shall have no liability under this Article 10 with respect to claims or suits settled or compromised without its prior written consent.

- 10.6 **Insurance.** During the Term, each Party shall obtain and maintain, at its sole cost and expense, insurance (including any self-insured arrangements) in types and amounts that are reasonable and customary in the pharmaceutical and biotechnology industry for companies engaged in comparable activities. It is understood and agreed that this insurance shall not be construed to limit either Party's liability with respect to its indemnification obligations hereunder. Each Party will, except to the extent self-insured, provide to the other Party upon request a certificate evidencing the insurance such Party is required to obtain and keep in force under this Section 10.6.

ARTICLE 11 TERM AND TERMINATION

- 11.1 **Term and Expiration.** The term of this Agreement (the "Term") shall commence on the Effective Date and, unless earlier terminated as provided in this Article 11, shall continue in full force and effect until expiry of the last to expire patent.

- 11.2 **Termination by Licensor.** The Licensor may terminate this Agreement in its entirety with ninety (90) days' prior written notice to Company, if Company is unable to raise a minimum of 1 Funding Information redacted funding within 2 years after the Effective Date. The termination notice can be provided as early as ninety one (91) days prior to the two year anniversary of the Effective date.

- 11.3 **Effects of Termination.**

11.3.1 Survival.

- (a) Notwithstanding the expiration or termination of this Agreement, the following provisions shall survive the expiration or termination of this Agreement: Article 1 (Definitions), Article 8 (Confidentiality), Article 10 (Indemnification and Insurance), Article 11 (Term and Termination), Article 12 (Dispute Resolution), and Article 13 (Miscellaneous).
- (b) Expiration or termination of this Agreement shall not relieve the Parties of any liability that accrued hereunder prior to the effective date of such termination.

11.3.2 Licenses, Contracts, Regulatory Matters and Other Obligations.

Upon termination of this Agreement, each Party shall promptly return all Confidential Information and proprietary materials of the other Party that are not subject to a continuing license hereunder; provided, that, each Party may retain one copy of the Confidential Information of the other Party in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with its obligations hereunder.

- 11.4 **Continuing Rights in Case of Licensor Bankruptcy or Insolvency; Right of First Refusal.**

- (a) **Continuing Rights.** The Parties agree that, in the event of a Licensor Bankruptcy Event, Company shall continue to be entitled to rights granted under section 2.1 of this Agreement to Licensor Technology and all embodiments thereof, which, if not already in Company's possession, shall be promptly delivered to it (a) following any such commencement of a bankruptcy proceeding upon Company's written request therefor, unless Licensor elects to continue to perform all of its obligations under this Agreement or (b) if not delivered under clause (a), following the rejection of this Agreement by Licensor upon written request therefor by Company.
- (b) **Right of First Refusal.** In addition to the foregoing, in the event of a Licensor Bankruptcy Event, Company shall, to the extent allowed by Law, have a right of first refusal to purchase all of Licensor's interest in the Licensed Product and the Licensor Technology outside the Territory (the "Right of First Refusal"). The Right of First Refusal shall operate as follows:
- (i) Licensor (or other authorized representative of Licensor, including a bankruptcy trustee) shall promptly send to Company a reasonably detailed written notification of any Licensor Bankruptcy Event.

- (ii) Licensor (or other authorized representative of Licensor, including a bankruptcy trustee) shall promptly send to Company a written notification of any Third Party offer made for the Licensed Product or Licensor Technology outside the Territory. Company shall have a Right of First Refusal for a period of up to sixty (60) days after Company receives such notice (such period, the “**Right of First Refusal Notice Period**”). In the event Company exercises its Right of First Refusal, the terms of the Third-Party offer shall become binding upon Company and Licensor. For the avoidance of doubt, Licensor shall not enter into any agreement with a Third Party relating to Licensor’s interest in Licensed Products or Licensor Technology outside the Territory during the Right of First Refusal Notice Period.

11.5 **Continuing Rights in Case of Company Bankruptcy or Insolvency; Right of First Refusal.**

- (a) **Continuing Rights.** The Parties agree that, in the event of a Company Bankruptcy Event, Licensor shall continue to be entitled to rights when granted under section 4.4.5 of this Agreement to Company Technology and all embodiments thereof, which, if not already in Licensor’s possession, shall be promptly delivered to it (a) following any such commencement of a bankruptcy proceeding upon Licensor’s written request therefor, unless Company elects to continue to perform all of its obligations under this Agreement or (b) if not delivered under clause (a), following the rejection of this Agreement by Company upon written request therefor by Licensor.

- (b) **Right of First Refusal.** In addition to the foregoing, in the event of a Company Bankruptcy Event, Licensor shall, to the extent allowed by Law, have a right of first refusal to purchase all of Company’s interest in the Licensed Product and the Licensor Technology in the Territory (the “**Right of First Refusal**”). The Right of First Refusal shall operate as follows:

- (i) Company (or other authorized representative of Company, including a bankruptcy trustee) shall promptly send to Licensor a reasonably detailed written notification of any Company Bankruptcy Event.
- (ii) Company (or other authorized representative of Company, including a bankruptcy trustee) shall promptly send to Licensor a written notification of any Third-Party offer made for the Licensed Product or Licensor Technology in the Territory. Licensor shall have a Right Of First Refusal for a period of up to sixty (60) days after Licensor receives such notice (such period, the “**Right of First Refusal Notice Period**”). In the event Licensor exercises its Right of First Refusal, the terms of the Third-Party offer shall become binding upon Company and Licensor. For the avoidance of doubt, Company shall not enter into any agreement with a Third Party relating to Company’s interest in Licensed Products or Licensor Technology in the Territory during the Right of First Refusal Notice Period.

- 11.6 **Other Remedies.** Termination of this Agreement for any reason shall not release either Party from any liability or obligation that already has accrued prior to such termination. Termination of this Agreement for any reason shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect or limit, any rights or remedies that otherwise may be available at Law or in equity.

ARTICLE 12 DISPUTE RESOLUTION

- 12.1 **Disputes.** The Parties recognize that disputes as to certain matters may from time to time arise during the Term which relate to either Party’s rights and/or obligations hereunder. It is the objective of the Parties to establish under this Article 12 procedures to facilitate the resolution of disputes arising under this Agreement

(other than any disputes relating to matters for which under this Agreement Company or Licensor has sole decision-making authority and/or discretion (each, a “**Non-Escalable Dispute**”), in which case, such matter shall be determined by Company or Licensor, as the case may be, and shall not be part of the dispute resolution procedure set forth in this Article 12) in an expedient manner by mutual cooperation and without resort to litigation. In the event that the Parties are unable to resolve such dispute through diligent review and deliberation by the Senior Executives within thirty (30) days from the day that a Party had designated the issue as a dispute in written notice to the other Party, then either Party shall have the right to escalate such matter to the Executive Officers as set forth in Section 12.2.

12.2 Escalation to Executive Officers. Either Party may, by written notice to the other Party, request that a dispute (other than a Non-Escalable Dispute) that remains unresolved by the Senior Executives for a period of thirty (30) days as set forth in Section 12.1 arising between the Parties in connection with this Agreement, or a dispute relating to material breach, be resolved by the Executive Officers, within fifteen (15) days after referral of such dispute to them. If the Executive Officers cannot resolve such dispute within fifteen (15) days after referral of such dispute to them, then, at any time after such fifteen (15) day period, either Party may proceed to enforce any and all of its rights with respect to such dispute.

12.3 Full Arbitration. If the Parties are unable to resolve the dispute following the procedure set forth in Section 12.2, then the dispute for arbitration shall be referred to and finally resolved by arbitration in the following manner:

- (a) dispute shall be settled by arbitration in Omaha, Nebraska by the Omaha, Nebraska Arbitration Centre in accordance with the Omaha, Nebraska Arbitration Centre Administered Arbitration Rules (the “**Rules**”) in force when the Arbitration Notice is submitted. There shall be three (3) arbitrators.
- (b) Each Party shall select one person to act as arbitrator and the two Party-selected arbitrators shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be appointed by the Centre.
- (c) No arbitrator shall have any past or present family, business or other relationship with the Parties or any Affiliate, director or officer thereof, unless following full disclosure of all such relationships, the Parties agree in writing to waive such requirement with respect to an individual in connection with any dispute.
- (d) No discovery other than an exchange of relevant documents may occur in any arbitration commenced under the provisions of this Article 12. The Parties agree to act in good faith to promptly exchange relevant documents.
- (e) The arbitral proceedings shall be conducted in English.
- (f) To the extent that the Rules are in conflict with the provisions of this 12.3, including the provisions concerning the appointment of the arbitrator, the provisions of this Article 12.3 shall prevail.
- (g) The award of the arbitral tribunal shall be final and binding upon the Parties a party thereto, and the prevailing Party may apply to a court of competent jurisdiction for enforcement of such award.
- (h) Any Party that is a party to the dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.
- (i) The Parties will each pay fifty percent (50%) of the initial compensation to be paid to the arbitrator in any such arbitration and fifty percent (50%) of the costs of transcripts and other normal and regular expenses of the arbitration proceedings; provided, however, that: (i) the prevailing Party in any arbitration will be entitled to an award of attorneys’ fees and costs; and (ii) all costs of arbitration, other than those provided for above, will be paid by the losing Party, and the arbitrator will be authorized to determine the identity of the prevailing Party and the losing Party.
- (j) The panel of the arbitrators chosen in accordance with these provisions will not have the power to alter, amend or otherwise affect the terms of these arbitration provisions or any other provisions contained in this Agreement.

ARTICLE 13 MISCELLANEOUS PROVISIONS

- 13.1 **Relationship of the Parties.** The Parties hereto understand and agree that the Collaboration is limited to the activities, rights and obligations as set forth in this Agreement. Nothing in this Agreement shall be construed or shall be deemed, for financial, tax, legal or other purposes (a) to create or imply a general partnership between the Parties, (b) to make either Party the agent of the other for any purpose, (c) to alter, amend, supersede or vitiate any other arrangements between the Parties with respect to any subject matters not covered hereunder, (d) to give either Party the right to bind the other, (e) to create any duties or obligations between the Parties except as expressly set forth herein, or (f) to grant any direct or implied licenses or any other right other than as expressly set forth herein.
- 13.2 **Assignment.**
- 13.2.1 **Assignment and Successors.** Neither this Agreement nor any obligation of a Party hereunder may be assigned by either Party without the consent of the other which shall not be unreasonably withheld, except that each Party may assign this Agreement and the rights, obligations and interests of such Party, (i) in whole or in part, to any of its Affiliates, or (ii) in whole, but not in part, to any purchaser of all of its assets or all of its assets to which this Agreement relates or shares representing a majority of its common stock voting rights or to any successor corporation resulting from any merger, consolidation, share exchange or other similar transaction.
- 13.2.2 **Continuing Obligations.** No assignment under this Section 13.2 shall relieve the assigning Party of any of its responsibilities or obligations hereunder accruing prior to such assignment and, as a condition of such assignment, the assignee shall agree in writing to be bound by all obligations of the assigning Party hereunder. This Agreement shall be binding upon the successors and permitted assigns of the Parties.
- 13.2.3 **Void Assignments.** Any assignment not in accordance with this Section 13.2 shall be void.
- 13.3 **Performance and Exercise by Affiliates.** Either Party shall have the right to have any of its obligations hereunder performed, or its rights hereunder exercised, by, any of its Affiliates and the performance of such obligations by any such Affiliate shall be deemed to be performance by such Party; provided, however, that each Party shall be responsible for ensuring the performance of its obligations under this Agreement and that any failure of any Affiliate performing obligations of such Party hereunder shall be deemed to be a failure by such Party to perform such obligations. For clarity, either Party may designate an Affiliate to perform any of its obligations hereunder or to exercise any of its rights hereunder.
- 13.4 **Change of Control.** In the event of a Change of Control of Licensor by a Company Competitor, then as from the date of such Change of Control: (i) upon Company's written request, the JAC shall disband; and (ii) Company shall no longer be obligated to provide Licensed Product Development and Commercialization Plans as set forth in Section Article 4 or any reporting obligations to Licensor or its successor entity pursuant to this Agreement.
- 13.5 **Further Actions.** Each Party agrees to execute, acknowledge and deliver such further instruments and to do all such other acts as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.
- 13.6 **Accounting Procedures.** Each Party shall calculate all amounts, and perform other accounting procedures required, under this Agreement and applicable to it in accordance with the accounting principles and standards applicable to it (for example IFRS or GAAP).
- 13.7 **Force Majeure.** Neither Party shall be liable to the other Party or be deemed to have breached or defaulted under this Agreement for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by or results from acts of God, earthquake, riot, civil commotion, terrorism, war, strikes or other labor disputes, fire, flood, failure or delay of transportation, omissions or delays in acting by a governmental authority, acts of a government or an agency thereof or judicial orders or decrees or restrictions or any other reason which is beyond the reasonable control of the

respective Party. The Party affected by force majeure shall provide the other Party with full particulars thereof as soon as it becomes aware of the same (including its best estimate of the likely extent and duration of the interference with its activities), and will use Commercially Reasonable Efforts to overcome the difficulties created thereby and to resume performance of its obligations hereunder as soon as practicable.

- 13.8 **Entire Agreement of the Parties; Amendments.** This Agreement and the Schedules hereto constitute and contain the entire understanding and agreement of the Parties respecting the subject matter hereof and cancel and supersede any and all prior negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. No waiver, modification or amendment of any provision of this Agreement shall be valid or effective unless made in a writing referencing this Agreement and signed by a duly authorized officer of each Party.
- 13.9 **Captions.** The captions to this Agreement are for convenience only, and are to be of no force or effect in construing or interpreting any of the provisions of this Agreement.
- 13.10 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the USA Laws, excluding application of any conflict of laws principles that would require application of the Law of a jurisdiction outside of USA, and will be subject to the exclusive jurisdiction of the courts of competent jurisdiction located in USA.
- 13.11 **Notices and Deliveries.** Any notice, request, approval or consent required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by facsimile (receipt verified) or by express courier service (signature required) to the Party to which it is directed at its address or facsimile number shown below or such other address or facsimile number as such Party shall have last given by notice to the other Party.

If to Company, addressed to:

Name and Contact Information Redacted

With a copy, which shall not constitute notice, to:

Name and Contact Information Redacted

If to Licensor, addressed to:

Madi R. Madiyalakan, Ph.D.
Chief Executive Officer
Quest PharmaTech Inc.
Phone: 780 448 1400 ext. 204
Fax: 780 416 0324
e-mail: madi@questpharmatech.com

- 13.12 **Waiver.** A waiver by either Party of any of the terms and conditions of this Agreement in any instance shall apply only to the specific instance and shall not be deemed or construed to be an ongoing or future waiver of such term or condition or of any other term or condition hereof. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.

- 13.13 **Severability.** When possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under Law, but if any provision of this Agreement is held to be prohibited by or invalid under Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. The Parties shall make a good faith effort to replace the invalid or unenforceable provision with a valid one which in its economic effect is most consistent with the invalid or unenforceable provision.
- 13.14 **Interpretation.** Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (c) the word "will" shall be construed to have the same meaning and effect as the word "shall", (d) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (e) any reference herein to any person shall be construed to include the person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Articles, Sections, or Schedules shall be construed to refer to Articles, Sections, or Schedules of this Agreement, and references to this Agreement include all Schedules hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) provisions that require that a Party, the Parties or any committee hereunder "agree", "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (j) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof, and (k) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or."
- 13.15 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A facsimile or a portable document format (PDF) copy of this Agreement, including the signature pages, will be deemed an original.
- 13.16 **No Reliance.** Each Party acknowledges that, in entering into this Agreement (and any document referred to in it), it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing herein shall limit a party's liability for fraud or fraudulent misrepresentation.

[SIGNATURE PAGE FOLLOWS]

Schedule A

Licensor Know-How

1. Existing preclinical data and knowledge for Licensed Technology.

Schedule B

Licensor Materials

1.

Licensor Materials Redacted

2.

Schedule C

Licensors Patents

Licensors Patent Information Redacted

Schedule D

Licensor Patents and Joint Patents Country List

Country List Information Redacted

Schedule E
Third Party Agreements related to Licensed Technologies

Index	Date	Parties	Title/Description
1	March 12, 2014	Quest PharmaTech Inc. and UNeMed Corporation	License Agreement – Novel Method for Targeting Glycoproteins to Treat Cancer
2	TBD	Quest PharmaTech Inc. and UNeMed Corporation	License Amendment Agreement
3	March 13, 2002	SNX Pharma Services Inc. and Quest PharmaTech Inc.	Technology Purchase Agreement