

## COLLABORATION AND LICENSING AGREEMENT

THIS AGREEMENT is entered into on March 16, 2018 (hereinafter “**Effective Date**”) by and between ProMab Biotechnologies, Inc., a California corporation with a business address at 2600 Hilltop Drive, Building B, Suite C320, Richmond, CA 94806, USA (“**ProMab**”) and Helix Biopharma Corp., an Ontario corporation with a business address at 9120 Leslie Street, Suite 205, Toronto, ON, Canada, L4B 3J9 (“**Helix**”). ProMab and Helix are hereinafter referred to individually as “**Party**” and collectively as “**Parties**.”

### **Background:**

Helix is a clinical-stage biopharmaceutical company developing therapies in the field of immuno-oncology;

ProMab is a purveyor of CAR-T cells, monoclonal antibodies, recombinant protein, stem cells, including cancer stem cells and induced pluripotent stem cells, and cell isolation kits;

ProMab has filed a number of patents (the Patents hereinafter defined) in respect of certain unique cell lines and wishes to expand its business into development of therapeutic compounds;

ProMab regards collaboration with Helix as an opportunity to expand its business and so it wishes to license Helix the Products (hereinafter defined) and to jointly engage with Helix in research and development under Helix’ guidance and leadership in accordance with a Preclinical Work Plan (defined below) to be jointly developed by the Parties.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. Definitions

The Background information is hereby incorporated herein by reference and acknowledged by both Parties as true and correct. Unless specifically set forth to the contrary in this Agreement, the following terms, whether use in the singular or plural, shall have the respective meanings set forth below.

- (a) “**Budget**” shall mean the budget forming part of the Preclinical Work Plan in Exhibit A.
- (b) “**Confidential Information**” shall mean all information and materials, including but not limited to Data, invention disclosures, proprietary technologies, economic information, business or research strategies, trade secrets and material embodiments thereof, furnished by or on behalf of such Party which would reasonably be considered to be proprietary or confidential, or that is marked “confidential” (or if provided in oral, visual or non-tangible form, made known at the time of disclosure to be confidential).
- (c) “**Data**” shall mean ProMab Data and Helix Data.
- (d) “**Diligence**” means with respect to Product development and commercialization (as described in the Purpose), the level of reasonable commercial effort and resources that, taken as a whole, is consistent with normal business practices within the pharmaceutical industry for companies of comparable resources, taking into consideration issues of safety and efficacy, the then-current competitive environment for such Product, the degree of intellectual property protection available for the Product, the likelihood of regulatory approval for the Product, the potential profitability of the Product, the potential impact of prevailing conditions (such as pricing) in one market on one or more other markets, and other relevant scientific, technical, financial and commercial factors, and “Diligently” has a concomitant meaning.
- (e) “**Helix Data**” means any data, results, analysis (including bioinformatic analysis), or other information generated by Helix in its performance of the Preclinical Work Plan or use of the ProMab Research Materials, except for Results of Technology.
- (f) “**Helix Inventions**” shall mean Inventions arising from the Preclinical Work Plan and invented solely by Helix employees or persons obligated to assign their Inventions to

Helix. Helix retains all right, title, and interest in and to all Helix Inventions and has the full right and authority to protect and commercialize Helix Inventions.

- (g) **“Intellectual Property Rights”** means the Patents, Patent Applications and all other intellectual property rights, whether registered or registrable or not in respect of the Product.
- (h) **“Invention”** shall mean any and all discoveries, developments, improvements, modifications, formulations, analogs or homologs, materials, compositions of matter, cell lines, processes, machines, manufactures and other inventions (whether or not patentable) conceived, discovered, or otherwise made under or arising from the Preclinical Work Plan.
- (i) **“Joint Inventions”** shall mean Inventions arising from the Preclinical Work Plan and invented jointly on one hand by Helix employees or persons obligated to assign Inventions to Helix and on the other hand by ProMab employees or persons obligated to assign Inventions to ProMab. ProMab and Helix shall jointly own all Joint Inventions.
- (j) **“Negotiation Period”** shall have the meaning set forth in Section 15(e)(ii).
- (k) **“Net Sales”** means:
  - (i) With respect to a Product, the gross amount invoiced by any Permitted Seller to an unrelated third Person that is not licensee, in relation to the sale of the Product in the Territory, less the following items consistent with generally accepted accounting principles:
    - (1) Trade, quantity and cash discounts allowed;
    - (2) Discounts, refunds, rebates, chargebacks, retroactive price adjustments, and any other similar and customary allowances which effectively reduce the net selling price;
    - (3) Freight, shipping, insurance, duties and taxes;
    - (4) Product returns and allowances;
    - (5) royalties paid to third parties in relation to marketing the Products; and
    - (6) any other similar and customary deductions which are in accordance with generally accepted accounting principles; and

Such amounts shall be determined from the books and records of each applicable Permitted Seller, maintained in accordance with generally accepted accounting principles.

If the Product is sold as part of a Combination Product (where “Combination Product” means any pharmaceutical product which comprises the Product and other active compound(s) and/or ingredients), the Net Sales of the Product, for the purposes of determining payment of royalties, shall be determined by multiplying the Net Sales of the Combination Product (as defined above) by the fraction,  $A / (A+B)$  where A is the weighted average sale price of the Product when sold separately in finished form, and B is the weighted average sale price of the other product(s) sold separately in finished form.

If the weighted average sale price of the Product can be determined but the weighted average sale price of the other product(s) cannot be determined, Net Sales for purposes of determining payment of royalties shall be calculated by multiplying the Net Sales of the Combination Product by the fraction  $A / C$  where A is the weighted average sale price of the Product when sold separately in finished form and C is the weighted average sale price of the Combination Product.

If the weighted average sale price of the other product(s) can be determined but the weighted average sale price of the Product cannot be determined, Net Sales for purposes of determining payment of royalties shall be calculated by multiplying the Net

Sales of the Combination Product by the following formula: one (1) minus (B / C) where B is the weighted average sale price of the other product(s) when sold separately in finished form and C is the weighted average sale price of the Combination Product.

If the weighted average sale price of both the Product and the other product(s) in the Combination Product cannot be determined, the Net Sales of the Product shall be deemed to be equal to fifty percent (50%) of the Net Sales of the Combination Product.

- (l) **“Option Period”** shall have the meaning set forth in Section 15(e)(ii).
- (m) **“Patents”** mean the following patents and patent applications together with any divisions, continuations, continuations-in-part, re-issues, and extensions of such patents and patent applications: U.S. provisional application #[Patent Information Redacted]”
- (n) **“Permitted Seller”** means Helix and any Person having the right, licence or sublicense, derived through Helix, to sell Products in the Territory.
- (o) **“Preclinical Work Plan”** shall mean the Preclinical Work Plan described in Exhibit A, which is incorporated herein in its entirety. The Preclinical Work Plan may only be changed or amended by prior written agreement by the Parties.
- (p) **“Product”** means the drug products hBCMA CAR-T, developed from mouse anti-BCMA clone X with description and sequence defined in Exhibit B and is part of patent application #[Patent Information Redacted], in their present form and as further developed in the performance of the Preclinical Work Plan..
- (q) **“ProMab Data”** means any data, results, analysis (including bioinformatic analysis), or other information generated by ProMab in the performance of the Preclinical Work Plan, except for Results of Technology.
- (r) **“ProMab Inventions”** shall mean Inventions arising from the Preclinical Work Plan and invented solely by ProMab’s employees. ProMab retains all right, title, and interest in and to all ProMab Inventions. ProMab has the full right and authority to protect and commercialize ProMab Inventions.
- (s) **“ProMab Research Materials”** shall mean (i) compound, cell line, mouse, vector, antibody, tissue, or any material generated or created under the Preclinical Work Plan and transferred from ProMab to Helix while this Agreement is in full force and effect. ProMab Research Materials includes progeny and derivatives of ProMab Research Materials.
- (t) **“Purpose”** means:
  - (i) the design, research and development of novel drug candidates for the treatment of cancer based on the Technology with the objective of commercializing in the Territory the Products that result from such design, research and development work; and
  - (ii) the commercialization, making, marketing and sale of Products (including having such Products made, marketed and sole) that result from the design, research and development work throughout the Territory.
- (u) **“Results of Technology”** or **“Results”** mean all improvements, modifications and results of research and development of the Products, in particular Inventions and other works reflected in the Intellectual Property Rights.
- (v) **“Technology”** means all technology currently owned or controlled by, or licensed (with the right to sublicense) to, ProMab relating to the Patents and the use thereof to develop Products.
- (w) **“Term”** shall have the meaning set forth in Section 16(a) of this Agreement.
- (x) **“Territory”** means Europe (except Russia) and Canada and such other countries as may be added pursuant to the option in Section 15(e)(ii).

## 2. Grant of Licence

Subject to the provisions of this Agreement, ProMab hereby grants to Helix an exclusive right, licence and privilege to use and exploit the Products and the Intellectual Property Rights embodied in the Products in the Territory solely for the Purpose and in accordance with the terms and conditions of this Agreement.

### (a) Helix Diligence

- (i) Helix will Diligently and assiduously pursue the development and eventual commercialization of Products and will use reasonable commercial efforts to sell Products, or cause them to be sold, in the Territory. The Parties shall consult regularly on Helix' progress in commercialization.
- (ii) Notwithstanding Section 2(a)(i), the Parties recognize that delays arising from external causes beyond the control of Helix can affect the progress of commercialization of Products. In such cases, Helix shall notify ProMab of such delay and the Parties shall discuss ways to overcome the delay and seek to find a reasonable commercial and scientific solution. Subject to the foregoing in this Section 2(a)(ii), if Helix fails to carry out its duties in compliance with Section 2(a)(i), ProMab shall have the right, upon 90 days' written notice to Helix, and as its sole remedy for a breach by Helix of Section 2(a)(i), to recoup the Technology and terminate this Licence Agreement upon payment to Helix of the sum of Ten (\$10.00) Dollars as full compensation for such recoupment and termination of the Licence Agreement. During the said 90 day period, Helix shall have the right to cure the failure to commercialize Products by Diligently investing such resources as may be reasonably needed for the purpose. If Helix does not begin to cure the failure within the 90 day period, and Diligently sustain commercially reasonable efforts to prosecute the process of commercialization (even though 90 days may not be sufficient for actual commercialization), then Helix shall be deemed not to have cured the failure of Diligence and ProMab shall be entitled to the remedy contained in this Section 2(a)(ii).

### (b) Restrictions

- (i) The licence contained in Section 2 may be sublicensed upon ProMab's consent, which shall not be unreasonably withheld, conditioned, or delayed. Any sublicense shall only be for the Territory.
- (ii) Helix shall remain directly responsible to ProMab for all obligations arising under this Agreement, notwithstanding any sublicensing.

### (c) Results and Patents

- (i) The Parties shall jointly own all rights to all Results of Technology created by or for the Parties, solely or jointly with others, together with any Intellectual Property Rights residing therein (including, without limitation, patents, trademarks, copyrights, industrial designs and trade secrets), provided that Helix may only use the Results of Technology in the Territory.
- (ii) ProMab and Helix shall each cooperate and use respective commercially reasonable efforts in connection with the application for any patent, industrial design or trademark and shall manage Intellectual Property Rights relating to Results, with the payment of the fees associated with such application to be made in accordance with the other terms of this Agreement.

## 3. Supply of Research Materials

ProMab shall provide Helix with ProMab Research Materials required by Exhibit A. ProMab also may, at its discretion, provide Helix with certain information relating to the ProMab Research Materials.

## 4. Research Activities

- (a) Helix and ProMab shall, and shall use commercially reasonable efforts to, undertake the Preclinical Work Plan as set forth in Exhibit A. Each of the Parties shall undertake the work allocated to it in the Preclinical Work Plan and shall communicate with the other for the Purpose.
- (b) Helix will use ProMab Research Materials solely for research purposes in accordance with the Preclinical Work Plan. Helix will not use ProMab Research Materials in human subjects, in clinical trials, or for in vitro or in vivo diagnostic purposes involving human subjects without the prior written consent of ProMab. Helix will not transfer or disclose ProMab Research Materials to a third party.
- (c) To the extent that ProMab is conducting any portion of the Preclinical Work Plan, Helix Diligence, ProMab will Diligently and assiduously pursue the Preclinical Work Plan and shall provide Helix with a quarterly report describing ProMab's progress with its duties under the Preclinical Work Plan. Notwithstanding the foregoing sentence, the Parties recognize that delays arising from external causes beyond the control of ProMab can affect the Preclinical Work Plan timelines. In such cases, ProMab shall notify Helix of such delay and the Parties shall discuss ways to overcome the delay and seek to find a reasonable commercial and scientific solution to observe the Preclinical Work Plan timelines. Subject to the foregoing in this Section 4(c), if ProMab fails to carry out its duties Diligently, Helix shall have the right, upon 90 days' written notice to ProMab, and as its sole remedy for a breach by ProMab of its Diligence duty, to terminate this Licence Agreement and cease further funding. During the said 90 day period, ProMab shall have the right to cure the failure to follow the Preclinical Work Plan by Diligently investing such resources as may be reasonably needed for the purpose. If ProMab does not begin to cure the failure within the 90 day period, and Diligently sustain commercially and scientifically reasonable efforts to prosecute the Preclinical Work Plan (even though 90 days may not be sufficient for complying with original Preclinical Work Plan timelines), then ProMab shall be deemed not to be able to cure the failure to prosecute the Preclinical Work Plan and Helix may declare the Licence Agreement to be terminated at any time before the end of the 90 day period.

#### 5. Earned Royalties and Milestones

In consideration of the rights and licences granted to Helix, Helix will pay, or cause to be paid, to ProMab, at its offices in Richmond, California, within forty-five (45) days of the end of each calendar quarter the following royalties based on the annual aggregate Net Sales of all Products in the Territory, which rate will increase in accordance with the following brackets as total aggregate Net Sales of such Products increase over the course of a particular calendar year:

- (a) five (5%) percent for annual aggregate Net Sales up to Two Hundred Fifty Million United States Dollars (US\$250,000,000); and
- (b) six (6%) percent for annual aggregate Net Sales above Two Hundred Fifty Million United States Dollars (US\$250,000,000).

Helix will pay to ProMab the following milestones

- a) 1 Million upon the completion of Phase I clinical study meeting primary objectives of the trial for each product
- b) 5 Million upon first commercial sale of each product

#### 6. Royalty Term

Helix will pay, or cause to be paid, the royalties in Section 5 for each Product sold in a country in the Territory until the expiration of the last valid claim of a Patent that, absent the licence granted hereunder, would be infringed by the sale of such Product in such country.

#### 7. Samples

When free samples of a Product are provided to promote the further sale of such Product, such distribution of samples will not generate any payments of royalties to ProMab. Notwithstanding the foregoing, such distribution of samples will be conducted in the manner and in the quantities consistent with customary biotechnology industry practice.

8. Multiple Royalties

For the avoidance of doubt, in no circumstances will more than one payment of royalties to ProMab be made in respect of the sale of the same unit of a Product.

9. Royalty Payments, Reports and Records

(a) Reporting

Helix will keep and will cause its sublicensees to keep true and accurate records of sales of Product and Net Sales and the royalties payable to ProMab under Section 5 hereof and will deliver to ProMab a written statement thereof, with sufficient detail to support an effective audit under Section 11, for each calendar quarter during the Term with respect to which royalties are payable hereunder within forty five (45) days following the end of such calendar quarter. Such written statement will be deemed Confidential Information of Helix subject to the obligations of Section 17. Said written statements will set forth for each Product, on a country-by-country basis, the amount of gross sales, the components and calculation of Net Sales and the units of Product sold during that calendar quarter, the applicable royalty rates, a computation of royalties due, and the conversion rates used in converting royalties from local currencies into U.S. Dollars.

(b) Payments

All payments of royalties to be made to ProMab will be converted into U.S. Dollars from the currency in which the corresponding Net Sales occurred and will be calculated according to the official rate of exchange of the currency of the country in which the Net Sales occurred as quoted by Reuters at 3:00 PM (Toronto time), for the last day of the calendar quarter for which the payment of royalties is due and payable. If at any time legal restrictions prevent the remittance of all or any part of royalties on Net Sales in any country, Helix will promptly notify ProMab of the restrictions preventing such remittance and such royalties shall be deposited in local currency in the relevant country to the credit of ProMab in a recognized banking institution designated by ProMab.

10. Taxes and Withholding

ProMab will be subject to all income or other taxes required to be withheld from any of the royalties and other payments made by Helix under this Agreement and will provide to Helix any information necessary to determine the taxes that should be withheld and paid. Any income or other taxes that Helix is required by law to withhold or pay on behalf of ProMab with respect to royalties payable to ProMab under this Agreement will be deducted from the amount of such royalties and paid to the proper taxing authority. Any such tax required to be withheld or paid will be an expense of and borne solely by ProMab. Helix will promptly provide ProMab with a certificate or other documentary evidence to enable ProMab to support a claim for a refund or a foreign tax credit with respect to any such tax so withheld or paid. If Helix withholds or pays taxes in error, Helix will promptly after being notified of such error reimburse ProMab for the amount withheld or paid in error but will be entitled to any refund ProMab receives from the relevant taxing authority with respect to such erroneous payment. ProMab will promptly after its receipt pay such refund to Helix. Both Parties will reasonably cooperate in completing and filing documents required under the provisions of any applicable tax treaty or under any other applicable law, in order to enable Helix to make payments to ProMab hereunder without any deduction or withholding, to the extent it is possible to do so.

11. Audit

(a) ProMab will have the right to nominate an independent licensed chartered public accountant who will have access, on reasonable prior written notice, to all records pertaining to Net Sales and royalties during reasonable business hours for the purpose of

verifying the royalties payable under this Agreement for the two (2) years preceding the then current calendar year.

- (b) Any adjustment required by such audit will be made within thirty (30) days of the determination by the accountant. If the adjustment payable to ProMab is greater than five percent (5%) of the amount paid for the relevant period, then the cost to ProMab for the audit, to a maximum of \$5,000, will be paid by Helix; otherwise, ProMab will pay the costs of the audit. Helix will include in each sublicense granted by it pursuant to this Agreement a provision requiring the sublicensee to make reports to Helix, to keep and maintain records of sales of Products made pursuant to its sublicense and to grant access to such records by ProMab's independent accountant to the same extent required of Helix under this Agreement.

#### 12. ProMab Account

All payments due hereunder will be made to the designated bank account of ProMab in accordance with such timely written instructions as ProMab will from time to time provide to Helix.

#### 13. Data and Reporting

- (a) Throughout the Term, ProMab shall maintain complete and accurate records of all ProMab Data and shall provide Helix a copy of such ProMab Data upon reasonable request by Helix. In any event, within sixty days after the expiration or termination of this Agreement or completion of the Preclinical Work Plan, whichever is earlier, ProMab shall promptly provide a written report, and copy, of any and all of the ProMab Data to Helix.
- (b) Throughout the Term, Helix shall maintain complete and accurate records of all Helix Data and provide ProMab a copy of such Helix Data upon reasonable request by ProMab. In any event, within sixty days after the expiration or termination of this Agreement or completion of the Preclinical Work Plan, whichever is earlier, Helix shall promptly provide a written report, and copy, of any and all of the Helix Data to ProMab.
- (c) Such requests by a Party under Section 13(a) or (b) shall not exceed two (2) per year.

#### 14. Ownership; No Implied Licence

- (a) ProMab acknowledges that, notwithstanding any other provisions of this Agreement, (i) Helix holds all right, title, and interest in and to the Helix Confidential Information, and (ii) Helix has the right to use or permit others to use the Helix Confidential Information at any time for any lawful purpose. No option, licence, or conveyance of rights, express or implied, is granted by Helix to ProMab in connection with any Helix Confidential Information, except the right to use the Helix Confidential Information in accordance with the terms of this Agreement.
- (b) Helix acknowledges that, notwithstanding any other provisions of this Agreement, (i) ProMab holds all right, title, and interest in and to the ProMab Research Materials and ProMab Confidential Information, and (ii) ProMab has the right to use or permit others to use the ProMab Research Materials and ProMab Confidential Information at any time for any lawful purpose. No option, licence, or conveyance of rights, express or implied, is granted by ProMab to Helix in connection with any ProMab Research Materials or ProMab Confidential Information, except the right to use the ProMab Research Materials and ProMab Confidential Information in accordance with the terms of this Agreement.

#### 15. Inventions

- (a) Inventorship shall be determined by the patent laws of the United States and initial ownership shall follow inventorship. Each Party shall retain all of its right, title and interest in and to any and all inventions made prior to, or outside the activities of, this Agreement. Except as expressly set forth herein, neither Party grants to the other Party any licence, express or implied, with respect to any patents, patent applications, know-how (whether patentable or unpatentable) or other intellectual property rights.

- (b) ProMab shall have the sole right to file, prosecute and maintain patent applications and patents with respect to ProMab Inventions. Helix shall have the sole right to file, prosecute and maintain patent applications and patents with respect to Helix Inventions.
- (c) With respect to Joint Inventions, Helix shall file, prosecute, and maintain patent applications on behalf of the Parties, at Helix's sole expense and the Parties shall jointly own such Joint Inventions. With respect to any Joint Invention, Helix shall (a) consult with ProMab and keep ProMab fully informed of the progress of all patent applications and patents, including all issues relating to the preparation, filing, prosecution and maintenance of patent applications and patents that claim Joint Inventions, (b) consult with ProMab and keep ProMab fully informed about Helix's patent strategy with respect to patent applications that claim Joint Inventions, (c) provide to ProMab advance copies of documents relevant to preparation, filing, prosecution and maintenance of the patent applications and patents that claim Joint Inventions sufficiently in advance of filing to allow ProMab a reasonable opportunity to review and comment on such documents, (d) consider and implement all reasonable ProMab comments on such patent filings, and (e) provide ProMab with final copies of such documents. In the event that Helix does not file, prosecute, and maintain patent applications for the Joint Inventions, then it shall notify ProMab promptly at least 90 days before any priority date or non-statutory response date or other deadline date concerning the relevant patent application or patent by which an action must be taken to establish or preserve the relevant patent right. ProMab may, but is under no obligation to, prepare, file, continue prosecution or maintain the patent, at its own expense. The Parties shall cooperate with each other and execute any and all documents and perform any and all acts reasonably necessary, incidental or appropriate to affect this Section 15(c).
- (d) Joint Invention Patent Enforcement.
  - (i) A Party receiving notice of an alleged infringement of the Joint Invention patent or is a Party to a declaratory judgment action alleging the invalidity or non-infringement of any Joint Invention patent, shall promptly but no less than three (3) Business Days after receiving such notice provide written notice to the other Party of the alleged infringement or declaratory judgment action, as applicable. The Parties shall determine the Parties' response and course of action, including the commencement of any suit or other proceeding to enjoin, prohibit, or otherwise secure the cessation of such infringement. Subject to Section 15(d)(ii), if the Parties decides to proceed with any such suit or other proceeding, the Parties shall: (1) jointly select litigation counsel to prosecute the suit to maximize revenue from and create the best market environment for the Invention; (2) jointly select the forum for the suit and each join the suit as a Party to perfect or maintain jurisdiction to continue the suit in such forum; (3) cooperate with each other, including giving testimony and producing documents lawfully requested in the course of the suit or other proceeding and cause its agents and employees to cooperate with the other Party; (5) share equally all out-of-pocket costs and expenses, including reasonable attorneys' and experts' fees, incurred in commencing and maintaining such suit; and (5) each have the right to receive payment of fifty percent (50%) of the balance of any settlement amount, damages, or other monetary awards recovered in connection with the suit or proceeding that remains after reimbursement of their respective actual out-of-pocket costs and expenses paid pursuant to Section 5(d)(i), provided that, if the settlement or damage award amount does not fully reimburse the Parties' aggregate out-of-pocket litigation costs and expenses, the settlement or damage award amount shall be shared equally by the Parties.
  - (ii) If one of the Parties elects not to proceed with a suit or other proceeding pursuant to Section 5(d)(i), the other Party may, but is not obligated to, commence and maintain such suit or other proceeding at its own cost and expense. If that Party elects to proceed with the suit or other proceeding, the

Party electing not to proceed shall join the suit as a Party if necessary to perfect or maintain jurisdiction to continue the suit in the selected forum and the Party electing to proceed shall have the exclusive right to: (1) select and retain litigation counsel of its choosing; and (2) direct and control such suit or other proceeding and receive and retain all settlement amounts, damages, and other monetary awards recovered in connection with it.

- (iii) If the other Party is required under applicable law to join any such suit or other proceeding to enforce any ownership or other rights in, or defend the validity of, the Invention, or if the failure of such other Party to be a Party to such suit or proceeding would in the opinion of counsel of the prosecuting or defending Party risk dismissal thereof, the other Party shall execute all papers and perform such other acts as may be reasonably required to permit the suit or other proceeding to be brought and conducted (including initiating a suit or proceeding before a court or tribunal at the prosecuting or defending Party's request or permitting the prosecuting or defending Party to initiate or maintain such suit or proceeding in the name of itself and the other Party). In such event, the prosecuting or defending Party shall reimburse the other Party for its reasonable expenses relating to the other Party's joinder to and participation in such suit or proceeding, subject to Section 5(d)(ii) above. If the other Party is required to be joined as a Party as described in this Section 5(d)(iii), upon the request of the prosecuting or defending Party, the other Party shall and hereby does unconditionally and irrevocably waive any objection to such joinder on any grounds, including on grounds of personal jurisdiction, venue, or *forum non conveniens*. The Party joined to such suit or proceeding may, at its election and on written notice to the other Party, be represented by counsel for the prosecuting or defending Party at such prosecuting or defending Party's cost and expense or be represented by counsel of its choice at its own cost and expense.
- (iv) A Party initiating or defending any suit or proceeding pursuant to Section 5(d)(ii) shall have the exclusive right, in its sole discretion, to settle and compromise such suit or proceeding, whether by settlement or other voluntary final disposition, without the prior written approval of the other Party, provided that the terms of such resolution do not: (1) enjoin any future action by the other Party or any of its affiliates, licensees, sublicensees, or customers including the other Party ("Affected Persons"); (2) derogate from or diminish any of the other Party's rights or licenses under this Agreement; (3) require any of the Affected Persons to make any payment; (4) fail to grant the other Party and its Affiliates a release of all claims in the suit or proceeding; (5) require the admission or concession that any claim or aspect of the Joint Invention is invalid or unenforceable, or require any waiver or disclaimer of any rights with respect to such claim or patent; or (6) otherwise have a material adverse effect upon any of the Affected Persons, any of their assets, or any objectives or subject matter of this Agreement.
- (e) ProMab hereby grants Helix:
  - (i) a royalty-free, non-sublicensable, non-transferable, perpetual, non-exclusive licence to use and practice any ProMab Invention for its internal, non-commercial research purposes; and
  - (ii) an option to obtain from ProMab a royalty-bearing, sublicensable, exclusive licence with respect to ProMab Inventions and ProMab's interest in Joint Inventions for such territories as Helix may request. Helix may exercise its option to such exclusive licence at any time within three (3) months after ProMab notifies Helix of a new ProMab Invention or Joint Invention made in the course of carrying out the Preclinical Work Plan ("**Option Period**"). If Helix notifies ProMab in writing that it wishes to exercise its option to an exclusive licence during the

Option Period, the Parties shall have three (3) months (“**Negotiation Period**”) to agree on the terms of such licence, which shall be negotiated in good faith under commercially reasonable terms. If (a) Helix fails to notify ProMab of its desire to exercise its option to an exclusive licence during the Option Period, or (b) Helix notifies ProMab that it does not wish to exercise its option to an exclusive licence, or (c) the Parties, acting reasonably, are unable to agree on the terms of such licence by the end of the Negotiation Period, then ProMab shall have no further obligation to Helix with respect to such Invention except that Helix’s internal research use licence in 15(e)(i) above shall continue in effect. Any successfully negotiated option under this Section 15(e), shall result in the additional territories agreed upon becoming part of the Territory herein.

16. Term and Termination

- (a) This Agreement will commence as of the Effective Date set forth in the first paragraph of this Agreement and, unless terminated otherwise as provided herein, this Agreement will terminate thirty-six (36) months after the expiration of the Royalty Term, as determined in Section 6, unless extended upon mutual written agreement of the Parties (“**Term**”).
- (b) Either Party may terminate this Agreement:
  - (i) upon any breach by the other Party of the terms or conditions of this Agreement, if the breach cannot be, or is not, cured within sixty days after the breaching Party receives written notice by the non-breaching Party regarding such breach; or
  - (ii) upon the other Party becoming insolvent or bankrupt or making an assignment for the benefit of its creditors, upon appointment of a trustee or receiver for the other Party of all or substantially all of its property, or upon the filing of a voluntary or involuntary petition by or against the other Party under any bankruptcy or insolvency law, the reorganization or rearrangement provisions of the United States Bankruptcy Code, or any similar law.
- (c) The rights of termination under this Section 16 will not be affected in any way by a Party’s waiver or failure to take action with respect to any previous breach or other circumstance giving rise to the rights of termination hereunder.
- (d) Termination of this Agreement for any reason will be without prejudice to any rights that will have accrued to the benefit of either Party prior to such termination. Sections 1, 2(c), 5, 8, 9, 10, 11, 14, 15, 17 and 19 shall survive termination or expiration of this Agreement.
- (e) Upon expiration or termination of this Agreement, the Preclinical Work Plan will immediately and automatically terminate, and
  - (i) ProMab will:
    - (1) immediately cease all uses of the Helix Confidential Information; and
    - (2) at the direction of Helix, within thirty days after termination, destroy or return all copies of the Helix Confidential Information.
  - (ii) Helix will:
    - (1) immediately cease all uses of the ProMab Research Materials and ProMab Confidential Information; and
    - (2) at the direction of ProMab, within thirty days after termination, destroy or return:
      - (A) all ProMab Research Materials supplied to it; and
      - (B) all copies of the ProMab Confidential Information.

17. Confidentiality and Use

- (a) To the extent permitted by law, each of the Parties shall safeguard the other Party's Confidential Information against disclosure to third parties with the same degree of care as it exercises with its own data of a similar nature. Each of ProMab and Helix agrees not to disclose Confidential Information to others (except to its own employees, agents, independent contractors, consultants, or affiliates who are bound by a like obligation of confidentiality and who have duties to perform in relation to the Preclinical Work Plan or in relation to any licence granted to it by the other Party). Each of the Parties shall use the Confidential Information of the other Party in furtherance of performing or carrying out its obligations and duties under this Agreement. Confidential Information does not include information which:
- (i) is publicly available prior to the date of this Agreement or becomes publicly available thereafter through no wrongful act of the receiving Party;
  - (ii) was known to the receiving Party prior to the date of disclosure or becomes known to the receiving Party thereafter from a third party having a bona fide right to disclose the information;
  - (iii) the receiving Party can demonstrate, through written documentation, was in the receiving Party's rightful possession on a non-confidential basis prior to disclosure by the providing Party hereunder;
  - (iv) the receiving Party can demonstrate, through written documentation, is disclosed to the receiving Party without restriction on further disclosure;
  - (v) the receiving Party can demonstrate, through written documentation, is independently developed without the use of the providing Party's Confidential Information;
  - (vi) must reasonably be disclosed to regulatory authorities, provided that the receiving Party promptly notifies the providing Party to give the providing Party the opportunity to contest or limit the scope of such disclosure; or
  - (vii) is obligated to produce pursuant to an order of a court of competent jurisdiction or a facially valid administrative, legislative or other subpoena or pursuant to applicable law, provided that the receiving Party promptly notifies the providing Party to give the providing Party the opportunity to contest or limit the scope of such order.
- (b) The obligations of confidentiality and non-use under this Section 17 shall continue for five (5) years after the date of termination of this Agreement.

18. Notices

Any request, notice, report, payment, approval or other communication required or permitted under this Agreement will be in writing, and will be deemed delivered (i) on the date of delivery when delivered personally; (ii) on the date sent by acknowledged email (followed by the actual document sent by commercial express courier specifying next day delivery, with written verification of receipt); (iii) one business day after deposit with a commercial overnight courier specifying next day delivery, with written verification of receipt; or (iv) on the date received when sent by registered or certified mail, return receipt requested, postage prepaid. All communications will be sent to the address set forth below or such other address as either Party may designate from time to time in accordance with this Section 18.

To Helix :

Helix Biopharma Corp.  
Attention: CEO  
9120 Leslie Street  
Suite 205

To ProMab:

ProMab Biotechnologies, Inc.  
Attention: CEO  
2600 Hilltop Drive  
Building B, Suite C320

19. Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the applicable federal laws of Canada without reference to conflict of laws principles or statutory rules of arbitration included therein. Any dispute or proceeding under this Agreement shall be subject to the exclusive jurisdiction and venue of the courts situate in the Province of Ontario and the parties hereby consent to the exclusive personal jurisdiction and venue of these courts.

20. Warranties and Indemnification

- (a) Helix accepts the ProMab Research Materials with the knowledge that they are experimental in nature and agree to comply with all laws and regulations for the shipping, handling and use thereof. PROMAB RESEARCH MATERIALS ARE BEING SUPPLIED "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST INFRINGEMENT.
- (b) No indemnification for any loss, claim, damage, or liability is intended or provided by either Party under this Agreement. Each Party shall be liable for any loss, claim, damage or liability that said Party incurs as a result of said Party's activities under this Agreement.

21. Helix Funding

- (a) As more particularly set out in the Budget in Exhibit A and in addition to the royalty payments, Helix shall fund the development of the CD19 and CD47 cells under the Preclinical Work Plan and Budget and pay to ProMab the amounts stated in Exhibit A.
- (b) Helix may amend and re-allocate funds within the Budget from time to time with the consent of ProMab, which shall not be unreasonably withheld, conditioned or delayed.

22. Miscellaneous

- (a) The Parties shall have separate agreements with their employees and contractors whereby the employees and contractors are obligated to assign all right, title, and interest in any Invention generated in the course of the Preclinical Work Plan to such Party.
- (b) Each of the Parties shall execute such further assurances hereof as may be requisite from time to time.
- (c) Each of Helix and ProMab shall perform the Preclinical Work Plan and its other obligations hereunder, and use the ProMab Research Materials in compliance with all applicable laws, regulations and legal requirements, including but not limited to those relating to biotechnological research, handling and containment of biohazardous materials, and use or disclosure of patient information or materials.
- (d) Each of the Parties represents and warrants to the other Party that it has the right and authority to enter into this Agreement and perform its obligations and grant the rights granted hereunder and that no pre-existing or future obligation, through contract or otherwise, will substantially interfere with or prevent it from performing its obligations or substantially interfere with or prevent it from exercising its rights hereunder.
- (e) This Agreement shall constitute the entire understanding between the Parties and supersedes any and all prior or contemporaneous representations, agreements and promises, written or oral, between the Parties regarding the subject matter of this Agreement. No modification, amendment, or waiver may be made to the terms of the Agreement without the written consent of both Parties.
- (f) If any provision of this Agreement shall be found invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

- (g) It is understood that this Agreement in no way alters any rights that the U.S. Government might have in the ProMab Research Materials.
- (h) The headings preceding the text of each Section of this Agreement are for convenience only and shall not be construed to define, modify, expand, limit, or affect the construction of or to be taken into account in interpreting the substance of this Agreement.
- (i) The failure of a Party hereto to enforce at any time, or for any period of time, any provision of this Agreement shall not be construed as a waiver of either such provision or of the right of such Party thereafter to enforce each and every provision of this Agreement.
- (j) Helix shall comply with all applicable United States and Canadian laws and regulations controlling the export of certain commodities and technical data, including without limitation all Export Administration Regulations of the United States Department of Commerce and the Canadian Trade Controls Bureau. Among other things, these laws and regulations prohibit or require a licence for the export of certain types of commodities and technical data to specified countries.
- (k) Parties are independent contractors and have no power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Nothing herein will be construed as implying a joint venture, agency, employer-employee, or partnership relationship between the Parties. Parties are each solely responsible for all of its own taxes, withholdings, and other similar statutory obligations related to this Agreement. Neither Party will be entitled to any of the benefits that the other Party may make available to its employees or other representatives, including, but not limited to, group health or life insurance, stock options, profit sharing, and retirement benefits. Each Party is solely responsible for all base wages, overtime and shift premiums, incentive pay, bonuses, taxes and withholdings, severance and redundancy pay, benefits (including, without limitation, vacation, sick leave, holidays, pension or profit sharing contributions, and stock options) and other similar obligations for employees.
- (l) In any claim for equitable relief, including, but not limited to, a claim arising under Section 17, each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- (m) This Agreement may be executed in any number of counterparts with the same effect as if all Parties signed the same document, and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument. True and correct copies, including faxed and electronic signatures, may be used in lieu of the original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**HELIX BIOPHARMA CORP.**

Per: "Heman Chao"  
Heman Chao, CEO

Date: March 16, 2018

**PROMAB BIOTECHNOLOGIES, INC.**

Per: "Lijun Wu"  
Lijun Wu, President

Date: March 16, 2018



**EXHIBIT A**  
**PRECLINICAL WORK PLAN**

[Preclinical Work Plan Redacted]

**EXHIBIT B**  
**Patent Application [Number Redacted]**

[Patent Information Redacted]