

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5195728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RICHARD CARRILLO	11/10/2010
DAVID NEVAH	11/10/2010
RECEIVING PARTY DATA	
Name:	ORPHAN TECHNOLOGIES, LTD.
Street Address:	ZUERCHERSTRASSE 19
City:	RAPPERSWIL
State/Country:	SWITZERLAND
Postal Code:	CH-8640
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14970814
CORRESPONDENCE DATA	
Fax Number:	(978)448-8721
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(978) 448-8720
Email:	docketing@dtwardlaw.com
Correspondent Name:	DT WARD, PC
Address Line 1:	142A MAIN STREET
Address Line 4:	GROTON, MASSACHUSETTS 01450
ATTORNEY DOCKET NUMBER:	2089.1002USCON
NAME OF SUBMITTER:	SONYA DOMINGO
SIGNATURE:	/Sonya Domingo/
DATE SIGNED:	10/18/2018
Total Attachments: 26	
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AGREEMENT FOR CONSULTING SERVICES

Orphan Technologies Ltd. ("Company") and Richard Carrillo ("Consultant") hereby agree as follows:

1. Retention; Services. Company hereby retains Consultant to provide full- time services on October 15, 2010. The services to be performed by Consultant will consist of the tasks described on Exhibit A attached to this Agreement. All of the deliverables described on Exhibit A will be delivered to Company on the schedule set forth in said Exhibit. Exhibit A may be amended from time to time by mutual written agreement of the parties, signed by an officer of Company.

Consultant represents and warrants that he is not subject to any restriction and/or limitation, whether under agreement or law, regarding the execution of this Agreement by it and/or performing its undertakings and obligations hereunder, and that its prior, continuing or future activities or obligations which are not within the scope of this Agreement are not and will not conflict with the performance of its undertakings and obligations hereunder and/or Company's interests nor will the performance of its undertakings and obligations hereunder conflict with such other activities or obligations.

2. Compensation. As compensation in full for services performed on behalf of Company under this Agreement, including the transfer of full ownership and title to the Company under this Agreement and the Proprietary Information and Inventions Agreement for Independent Consultants as per Section 6 below, Company will pay Consultant the amounts, and on the payment terms, set forth on Exhibit A attached to this Agreement. Consultant will not be reimbursed for any expenses, unless otherwise expressly agreed to, in advance and in writing, by the Company.
3. Temporary Housing & Travel. The Company will provide funding for temporary housing in Denver during the term in which the consultant is working on site in Denver. The Company will provide funding for air fare to cover flights between Denver and the Consultant's home in California. It is agreed that overall monthly reimbursement for such travel and housing shall not exceed an amount of US\$1500, unless otherwise agreed by the parties in writing and shall be paid by the Company to the Consultant against invoices. The Company will provide a "Project Car" to be available on an exclusive basis to the Consultant from Monday through Friday. On weekends, the car will be available to other members of the team and will not be available to the Consultant.
4. Independent Consultant Status. It is expressly agreed and understood that Consultant is performing services under this Agreement as an independent contractor for Company and Consultant is neither an employee nor an agent of Company. Consultant will have sole control over the detailed method of performance of his/her services, the manner and method of performing same being under the sole control and discretion of Consultant, Company's only interest being in the results of such services.
CONSULTANT UNDERSTANDS AND AGREES THAT THIS AGREEMENT SETS FORTH THE ENTIRE COMPENSATION TO BE PAID TO CONSULTANT RESULTING FROM THE SERVICES TO BE PERFORMED BY CONSULTANT ON BEHALF OF THE COMPANY, THAT

COMPANY'S LIABILITY HEREUNDER WILL BE LIMITED TO PAYMENT OF THE COMPENSATION PROVIDED IN THIS AGREEMENT, AND THAT UNDER NO CIRCUMSTANCES WILL CONSULTANT BE ELIGIBLE FOR ANY BENEFITS OR RIGHTS UNDER ANY EMPLOYEE BENEFIT PLAN OF COMPANY, EVEN IF A GOVERNMENT AGENCY OR TAXING AUTHORITY RECHARACTERIZES THE RELATIONSHIP BETWEEN THE PARTIES AS AN EMPLOYMENT RELATIONSHIP.


IT IS HEREBY AGREED THAT THE PAYMENTS TO CONSULTANT UNDER THIS AGREEMENT ARE BASED ON THE AGREEMENT AND UNDERSTANDING CONTAINED IN THIS SECTION. THEREFORE, IF ANY court, tribunal or any other GOVERNMENTAL AUTHORITY WILL DECLARE CONSULTANT AS AN EMPLOYEE OF COMPANY OR AS HOLDING ANY OTHER STATUS (RATHER THAN AN INDEPENDENT CONTRACTOR) WITH COMPANY AND THAT AS A CONSEQUENCE OF SUCH EMPLOYMENT OR OTHER STATUS CONSULTANT IS ENTITLED TO PAYMENTS AND BENEFITS THAT HE IS NOT OTHERWISE ENTITLED TO ACCORDING TO THIS AGREEMENT, THEN ALL PAYMENTS MADE AND BENEFITS GRANTED TO CONSULTANT ACCORDING TO this Agreement, will be reduced by 30%, retroactively as of their payment or grant.

5. In that case, Consultant will repay Company any overpayments made by Company as a consequence of such reduction, adjusted to reflect the change in the CPI from that known when the overpayment was made to that known when the repayment is made. Furthermore, Company will be entitled to set off that amount from all payments Consultant will be entitled to receive from Company, if and to the extent that Consultant is entitled to such payments. Taxes. All income taxes, national security payments and any other taxes and levies, of whatever nature, imposed on the payment to Consultant hereunder or which may arise as a result of this Agreement, shall be borne and payable by Consultant only and Consultant shall be responsible for the payment thereof. For the removal of doubt, Consultant shall bear and pay national security payments and any other taxes relating to the employment of its employees.
6. Proprietary Information and Inventions. As a material inducement for Company to enter into this Agreement, and as part of the compensation to be paid to Consultant hereunder, Consultant will enter into Company's Proprietary Information and Inventions Agreement for Independent Consultants in the form attached as Exhibit B before performing any of the services and before payment of any compensation under this Agreement.
7. Time; Delays. Consultant agrees to perform the services, or portions thereof, by the applicable milestone or completion dates, if any, set forth in Exhibit A. Company shall have all remedies available at law or equity in the event of a breach by Consultant resulting from delays in the performance of such services, other than delays that are beyond the reasonable control of Consultant.
8. Assignment. Consultant may not assign, without Company's prior written consent, this Agreement or any right or obligation hereunder. To the extent that Consultant is a corporate entity, any change in the beneficial ownership of Consultant shall be deemed an assignment for the purpose hereof, and accordingly will be subject to Company's prior written consent.
9. Termination. Either party will have the right to terminate this Agreement immediately in the event of a material breach by the other party, which breach remains uncured for a

period of 60 days after written notice of such breach is delivered to the breaching party. In addition, both parties will have the right to terminate this Agreement for convenience at any time. In the case Consultant is terminating the Agreement, 60 days notice is required. In the case Company is terminating the Agreement, 60 days notice is required. In addition, Company will pay Consultant the reasonable value of the services performed by Consultant prior to such termination date.

10. General. Consultant will indemnify and hold Company harmless for any breach of this Agreement or misrepresentation by Consultant. This Agreement represents the entire understanding of the parties hereto and supersedes all prior written or oral agreements with respect to the subject matter hereof. This Agreement may be amended only in a writing signed by both parties. This Agreement will be governed by the laws of the Courts of England and Wales which shall have sole and exclusive jurisdiction over every dispute arising from, or in connection with this Agreement. Notwithstanding the above, nothing herein shall prevent Company from seeking and obtaining remedies through the courts of any other jurisdiction, at law or in equity, or otherwise as it deems necessary or desirable, including, without limitation, injunctive relief, in order to protect Company's intellectual property rights and/or confidential information and/or in respect of any breach of the terms of this Agreement by Consultant.

Orphan Technologies, Ltd.:

By:  Date: Nov. 22nd, 2010
Name: Josef Rosenberg Title: Director

Richard Carrillo:


By:  Date: 11-10-10
Name: Richard Carrillo Title: CONSULTANT
ID#: -
Address: 725 45th St.
Oakland, CA 94609

Exhibit A

The Consultant shall report to David Naveh, a consultant to the Company. The following tasks and timeline represent the performance expectations of the Consultant:

Tasks	Deliverables	Time to Delivery
Phase I		
Select a candidate therapeutic <ul style="list-style-type: none"> • Make candidates • Test candidates 	Report on selection of a lead candidate	Month 3
Develop robust manufacturing processes (fermentation, DSP, PEGylation)	Reports on development of each process	Month 5
Develop robust analytical methods for manufacturing process controls	Reports on tests	Month 6
Determine 10 gram (yield) scale process and prepare batch and have analyses done	Report on prepared batches, including their characterization	Month 6
Transfer information to CMO	Tech transfer document	Month 8
Phase II: Oversight of CMO		
Audit of CMO to clarify process needs and verify availability of suitable equipment and personnel	Process requirements and raw material/ intermediate/ product specifications communicated to CMO. Report on audit	Month 6
Communication of the tech transfer document to the CMO	Document communicated to the CMO process development team, PowerPoint presentation	Month 8-10
Ensure correct supporting documentation is prepared	Report on review of SOPs, initial batch records, analytical methods, specification documents	TBD
Ensure that CMO correctly adopts and applies processes	Report on tech transfer and initial batch production data, including identification of obstacles and recommendations to overcome obstacles	TBD
Overseeing of process scale-up	Final report on completion of technology transfer and scale to GLP process, batch records (including those for GLP material)	TBD

Work will be recorded in GLP notebooks provided by the Company in a manner normally acceptable by industrial practices.

The format of reports will be that normally acceptable in industrial practices.

Compensation

Company under the terms of the Agreement, to which this Exhibit is attached as Exhibit A, Company shall pay Consultant

- 1) A monthly amount, which is the equivalent of US\$7,000.
- 2) A one-time bonus of US\$16,000 provided that a robust method for downstream purification has been established at Colorado University and its transfer has been formally initiated to the Company's selected Contract Manufacturing Organization within nine (9) months of the Effective Date. The bonus shall be reduced by US\$8,000 if the above deliverables are achieved after nine (9) months and before twelve (12) months from the Effective Date. No bonus amount shall be paid if the above deliverables are not achieved within twelve (12) months from the Effective Date.

Consultant will invoice Company on a monthly basis, and payment will be made within thirty (30) days from the date of the invoice.

The above amounts shall be the sole payment of Company and all taxes, levies payments etc. shall be borne and payable by Consultant and be withheld by Company, to the extent such withholding is required under law.

Exhibit B

**PROPRIETARY INFORMATION AND
INVENTIONS ASSIGNMENT AGREEMENT**

This Proprietary Information and Inventions Agreement (the "**Agreement**") is entered into by and between the undersigned consultant ("**you**") and Orphan Technologies Ltd, a BVI corporation having its principal office at PO Box 662, Wickhams Cay, Road Town, Tortola, British Virgin Islands, a corporation organized and existing under the laws of Switzerland (the "**Company**").

RECITALS

A. You desire to be a consultant to the Company and the Company desires to receive from you consultancy services.

B. You acknowledge that the Company operates in a competitive environment and that the Company enhances its opportunities to succeed by establishing certain policies, including those included in this Agreement.

C. This Agreement is designed to make clear that you and/or your employees will maintain the confidentiality of the Company's confidential information, will use such confidential information for the exclusive benefit of the Company and will avoid using same for any other purpose, relevant inventions that you and/or your employees create will be owned by the Company, and your prior and continuing activities separate from the Company will not conflict with the Company's development of its proprietary rights, and when and if your services to the Company terminate, you will not use your prior position with the Company to the detriment of the Company.

D. You further acknowledge that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the Company's legitimate business interests.

For good and valuable consideration, including compensation to be paid to you as a consultant of the Company, you agree that:

1. Provisions Related to Confidential Information.

(a) Definition of Confidential Information. As used in this Agreement, the term "**Confidential Information**" means any information, whether or not protected and/or protectable under intellectual property laws, regarding the Company or the Company Group (as defined below), their business or properties, their products, their research and development plans and activities, that the Company has furnished or furnishes to you, whether before or after the date of this Agreement, or is or becomes available or known to you by virtue of your services to the Company, whether tangible or intangible, and in whatever form or medium provided, as well as all information you and/or your employees create that contains, reflects, is based upon or derived from such information. The term, "**Confidential Information**" shall include, without limitation, customer lists, customer requirements and specifications, financial data, sales figures, costs and pricing figures, marketing and other business plans, product development, marketing concepts, personnel matters, drawings, specifications, instructions, methods,

processes, techniques, formulae or any other information relating to the Company Group's services, products, sales, technology, research data and all other know-how, trade secrets or proprietary information, or any copies, elaborations, modifications and adaptations thereof.

The term "**Confidential Information**" also includes, without limitation, any and all information relating to the biologically-active molecules being developed or that will be developed by the Company, the Company's Group and/or any third parties on their behalf, including the fact that Discloser possesses particular and specific structural information regarding such biologically-active molecules or that such biologically-active molecules are being developed by Discloser.

(b) Consultant's Undertaking. You agree and undertake that both during the term of your services to the Company and at all times thereafter, you will not, except as required to effectively and appropriately perform your duties to the benefit of the Company, directly or indirectly, (i) sell, lease, assign, sublicense or otherwise transfer, and (ii) duplicate, reproduce or copy, and (iii) disclose, divulge or otherwise make available to any third party (except as explicitly permitted herein), and (iv) decompile, disassemble or otherwise analyze for reverse engineering purposes, and (v) use or disclose, without the prior written consent of the Company, any Confidential Information of the Company or its affiliates (the "**Company Group**"). You also agree and undertake to cooperate with the Company and take all required measures to prevent the unauthorized disclosure, use or reproduction of all Confidential Information. You further undertake that your employees shall comply with the provisions of this Agreement and, prior to gaining any access to the Confidential Information, they shall be required to enter into a Proprietary Information and Inventions Assignment Agreement with the Company. Without derogating from the above, you may disclose Confidential Information to those of your employees who are engaged in rendering the services to the Company, but only to the extent necessary for the purpose of rendering such services to the Company, provided that such employees have the obligations of confidentiality not to use such Proprietary Information for any purpose except as expressly permitted hereunder and have agreed in writing (i) that the ownership of any and all inventions, data, information and/or other intellectual property rights created and/or made by such employee will vest with the Company, and (ii) to be bound by the terms of this Agreement.

(c) Obligations to Third Parties. In the event that the Company is bound by a confidentiality agreement or understanding with a customer, vendor, supplier or other party regarding the confidential information of such customer, vendor, supplier or other party, which is more restrictive than specified above in this Section 1, and of which you have notice or are aware, the provisions of such other confidentiality agreement shall be binding upon you in addition to, and shall not be superseded by, the provisions of this Section 1.

(d) Return of Confidential Information. You further agree and undertake that upon the termination of your services to the Company for any reason or at any other time upon Company's first request, you shall promptly deliver to the Company, without retaining any copies thereof, all tangible, written, graphical, machine readable and other materials, regardless of how stored or maintained (including all copies) in your possession or under your control containing or disclosing Confidential Information, including, without limitation, all notes, memoranda, records, files and other documents.

2. Non-Solicitation. You agree and undertake that during the period of your services to the Company, and for a period of twelve (12) months following your termination of such services for whatever reason, you shall not, directly or through another person or entity, contact (or attempt to contact) or do any business with any actual or prospective employee, consultant, suppliers, customers, investors, vendors, distributors, etc., of Company or Company Group, including, but not limiting to, soliciting business from or contracting directly or indirectly with any of them. In addition, you shall not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate the Company's (or Company Group's) interest or relationship with any of them, nor shall you solicit any business from them. Without derogating from the generality of

the above, you shall not, directly or through another person or entity:

- (a) solicit, encourage or otherwise aid any employee of the Company or the Company Group to leave the employ of the Company or the Company Group for the purpose of becoming associated with any business with which you intend to be, or are then, associated, or which directly competes with any of the Company's or the Company Group's businesses;
- (b) retain, hire, engage, solicit or induce any supplier of any product or service to, or vendor (whether as a wholesaler, distributor, agent, commission agent, employee or otherwise) of the Company or the Company Group to terminate, reduce or refrain from renewing or extending his, her or its contractual or other relationship with the Company or the Company Group; or
- (c) solicit, induce, contact or persuade any Customer (as defined below) of the Company or the Company Group to terminate, reduce or refrain from renewing or extending its contractual or other relationship with the Company or the Company Group in regard to the purchase of products or services developed, marketed or sold by the Company or the Company Group, or to become a customer of or enter into any contractual or other relationship with you or any other individual, person or entity in regard to the purchase of any such products or services.

For purposes of this Agreement, "Customer" shall mean any company or individual:

(1) who contacted you, whom you contacted or served, or for whom you supervised contact or service regarding the purchase of Company or Company Group products or services during the period of your services to the Company; and/or (2) who purchased products or services from the Company or the Company Group during the period of your services to the Company.

- 3. **Non-Compete.** You agree and undertake that during the period of your services to the Company, and for a period of two (2) years following your termination of such services for whatever reason, you shall not, directly or through another person or entity, provide services (whether as an employee, consultant or otherwise) nor support or perform any other activity that may be competitive with any of the Company's or the Company Group's businesses, including, without limitation, in the field relating to biologically-active molecules being developed by the Company and any use thereof, including methods of treating diseases and disorders, or impose a conflict of interest with such businesses.
- 4. **Other Agreements; Warranties.** Except as set forth on Appendix A hereto, you warrant that you are not bound by the terms of a confidentiality agreement or non-competition agreement or any other agreement with a former employer or other third party which would preclude you from being a consultant to the Company or which would preclude you from effectively performing your duties for the Company. You further warrant that except as identified on Appendix A hereto, you have the right to make all disclosures that you will make to the Company during the course of the services to the Company. You agree and undertake that you shall not disclose to the Company, or seek to induce the Company to use, any confidential information in the nature of trade secrets or other proprietary information belonging to others. You further agree and undertake to provide the Company with a copy of any and all agreements with a former employer or other third party which may limit your right to

provide services to, or to make disclosures to, the Company.

5. **Company's Intellectual Property Rights.**

(a) **Work for Hire.** You agree and undertake that all work, materials (tangible and intangible) and products produced, developed, created or completed by you on behalf of the Company during or as a result of your services to the Company shall be deemed work made for hire, and are expressly intended to be wholly owned by the Company, and all copyright therein to be held, by the Company. To the extent that any such copyrightable works may not, by operation of law, be works for hire, you agree and undertake to and hereby do assign to the Company or its designees ownership of all copyright rights in those works. The Company shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available for those works. You agree and undertake to give the Company or its designees all assistance it may reasonably require to secure or protect those rights.

(b) **Company's Proprietary Rights.** You further agree and undertake that all discoveries, developments, ideas, improvements, modifications, innovations, inventions, processes, programs, operating instructions, manuals, documentation, discs, tapes, written materials, systems, techniques, hardware, software, test procedures or other things, whether or not patentable (referred to herein as "**Inventions**"), that are made, conceived or reduced to practice by you, while providing services to the Company, solely or with others, whether or not during working hours or on the Company's premises, and that (i) relate to the Company's competitive business activities or actual or demonstrably anticipated research or development or a reasonable or contemplated expansion thereof, or (ii) result from any work performed by you for the Company, or (iii) are developed on the Company's time or using the Company's equipment, supplies, facilities or trade secret information, or (iv) are based upon or are related to trade secrets and other confidential information of the Company or the Company Group, shall be the property of, and shall promptly be disclosed by you to, the Company.

(c) **Cooperation.** You agree and undertake that, at any time during or after your services to the Company, you shall, without further compensation but at the Company's sole expense, sign all papers and cooperate in all other acts reasonably required to secure or protect the Company's rights in all such property identified in subsections (a) and (b) above, including without limitation executing written assignments therefor and applying for, obtaining and enforcing copyrights or patents thereon in any and all countries. In the event that you are unable or unavailable or shall refuse to sign any lawful or necessary documents required in order for the Company to apply for and obtain any copyright or patent with respect to any work performed by you under this Agreement (including applications or renewals, extensions, divisions or continuations), you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agents and attorneys-in-fact to act for and in your behalf, and in your place and stead, to execute and file any such applications or documents and to do all other lawfully permitted acts to further the prosecution and issuance of copyrights and patents with respect to such new developments with the same legal force and effect as if executed by you.


6. **Remedies.** You understand and acknowledge that a breach of the provisions of this Agreement would injure the Company irreparably in a way which could not be

adequately compensated for by an award of monetary damages. You therefore agree and undertake that in the event of any breach or threatened breach by you, you shall be subject to disciplinary action up to and including termination by the Company, and the Company shall be entitled to an injunction, without bond, restraining such breach, as well as costs and attorneys' fees relating to any such proceeding or any other legal action taken to enforce the Company's rights under the Agreement. Nothing herein shall be construed, however, as prohibiting the Company from pursuing other available remedies or recovering on any claim for damages for such breach or threatened breach.

7. **Governing Law; Jurisdiction.** The parties agree that this Agreement shall be governed and construed by and in accordance with the Courts of England, and Wales, which shall have sole and exclusive jurisdiction over every dispute arising from, or in connection with this Agreement. The foregoing notwithstanding, nothing herein shall prevent Company from seeking remedies through the courts of any other jurisdiction, at law or in equity, or otherwise as it deems necessary or desirable, including, without limitation, injunctive relief, in order to protect Company's rights in connection with any breach of the terms of this Agreement by you.
8. **Effectiveness of Agreement.** It is being clarified that to the extent that you have started to render services to the Company prior to the date of this Agreement, this Agreement shall apply from the date of the start of the services to the Company. In addition, you understand that even after you cease to render services to the Company, the Company will be depending on you to continue to protect the Confidential Information and continue to honor your obligations concerning Inventions and non solicitation and non competition contained herein, and you undertake to act accordingly.
9. **Not Employment Agreement.** You understand that this Agreement is not an employment, consultant or other engagement or services contract, and nothing in this Agreement creates any right to you to be employed by or to provide services to the Company.
10. **Severability.** Each provision of this Agreement will be treated as a separate and independent clause, and the unenforceability of any one provision will in no way impair the enforceability of any other provision. If any provision is held to be unenforceable, such provision will be construed by the appropriate judicial body by limiting or reducing it to the minimum extent necessary to make it legally enforceable.
11. **Assignment.** The provisions of this Agreement shall inure to the benefit of the successors and assigns of the Company.
12. **Entire Agreement/Waiver.** This Agreement represents the entire understanding of the parties with respect to its subject matter, and no modification or waiver of any provision hereof shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Orphan Technologies Ltd.:

By  Nov. 22nd, 2010
Name: Josef Rosenberg Date
Title: Director

Richard Carrillo:

Richard Carrillo 11-10-10
Name: Richm O. Carrillo Date

APPENDIX A

You are subject to the following agreements (see Section 4 of this Agreement; If not applicable please write N/A or leave blank):

You do not have the right to make disclosures to the Company regarding the following (see Section 4 of this Agreement; **If not applicable please write N/A or leave blank**):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ACKNOWLEDGED BY:

11-10-10
Date

Richard D. Cullen
Consultant

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This first amendment to Agreement for Consulting Services (the "Amendment") is made and entered into as of March 28, 2011 by and between Orphan Technologies Ltd. (the "Company") and Richard Carrillo (the "Consultant").

Whereas the Company and the Consultant have entered into an Agreement for Consulting Services on or about October 11, 2010 (the "Agreement"); and

Whereas the parties wish to amend certain provisions of the Agreement, all subject to the terms and conditions of this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. Amendment of the Agreement.

Section "Compensation" at the end of Exhibit A that was attached to the Agreement is hereby cancelled and replaced in its entirety with the following new Section "Compensation":

"Compensation

Under the terms of the Agreement, to which this Exhibit is attached as Exhibit A, Company shall pay Consultant

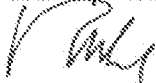
- 1) A monthly amount of US\$10,000.
- 2) Annual bonus may be awarded based on extraordinary achievements determined by the Company's management.

Consultant will invoice Company on a monthly basis, and payment will be made within thirty (30) days from the date of the invoice.


The above amounts shall be the sole payment of Company and all taxes, levies payments etc. shall be borne and payable by Consultant and be withheld by Company, to the extent such withholding is required under law."

2. Entry in Force. This Amendment shall be in force retroactively starting from and with respect to the period commencing on March 1, 2011.
3. General. This Amendment shall be considered as part of the Agreement and shall be read together with the Agreement. Unless specifically amended hereunder, the terms and conditions of the Agreement shall remain unaffected by this Amendment. To the extent of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control. Capitalized terms used herein and not otherwise defined, shall have the same meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF the parties have exercised this Amendment in one or more counterparts as of the date first hereinabove set forth:



Hand 3/28/11
Orphan Technologies Ltd.


Richard Carrillo

28 Mar 11

8C

AGREEMENT FOR CONSULTING SERVICES

Orphan Technologies Ltd. ("Company") and David Naveh ("Consultant") hereby agree as follows:

1. Retention; Services. Company hereby retains Consultant to provide consulting services beginning on October 15th, 2010. The services to be performed by Consultant will consist of the tasks described on Exhibit A attached to this Agreement. All of the deliverables described on Exhibit A will be delivered to Company on the schedule set forth in said Exhibit. Exhibit A may be amended from time to time by mutual written agreement of the parties, signed by an officer of Company. Consultant shall report to Dr. Andrew Salzman.

Consultant represents and warrants that he is not subject to any restriction and/or limitation, whether under agreement or law, regarding the execution of this Agreement by it and/or performing its undertakings and obligations hereunder, and that its prior, continuing or future activities or obligations which are not within the scope of this Agreement are not and will not conflict with the performance of its undertakings and obligations hereunder and/or Company's interests nor will the performance of its undertakings and obligations hereunder conflict with such other activities or obligations.

2. Compensation. As compensation in full for services performed on behalf of Company under this Agreement, including the transfer of full ownership and title to the Company under this Agreement and the Proprietary Information and Inventions Agreement for Independent Consultants as per Section 5 below, Company will pay Consultant the amounts, and on the payment terms, set forth on Exhibit A attached to this Agreement. Consultant will not be reimbursed for any expenses, unless otherwise expressly agreed to, in advance and in writing, by the Company.
3. Independent Consultant Status. It is expressly agreed and understood that Consultant is performing services under this Agreement as an independent contractor for Company and Consultant is neither an employee nor an agent of Company. Consultant will have sole control over the detailed method of performance of his/her services, the manner and method of performing same being under the sole control and discretion of Consultant, Company's only interest being in the results of such services. **CONSULTANT UNDERSTANDS AND AGREES THAT THIS AGREEMENT SETS FORTH THE ENTIRE COMPENSATION TO BE PAID TO CONSULTANT RESULTING FROM THE SERVICES TO BE PERFORMED BY CONSULTANT ON BEHALF OF THE COMPANY, THAT COMPANY'S LIABILITY HEREUNDER WILL BE LIMITED TO PAYMENT OF THE COMPENSATION PROVIDED IN THIS AGREEMENT, AND THAT UNDER NO CIRCUMSTANCES WILL CONSULTANT BE ELIGIBLE FOR ANY BENEFITS OR RIGHTS UNDER ANY EMPLOYEE BENEFIT PLAN OF COMPANY, EVEN IF A GOVERNMENT AGENCY OR TAXING AUTHORITY RECHARACTERIZES THE RELATIONSHIP BETWEEN THE PARTIES AS AN EMPLOYMENT RELATIONSHIP.**

It is hereby agreed that the payments to Consultant under this Agreement are based on the agreement and understanding contained in this Section. Therefore, if any court, tribunal or any other governmental authority will declare Consultant as an employee of

Company or as holding any other status (rather than an independent contractor) with Company and that as a consequence of such employment or other status Consultant is entitled to payments and benefits that he is not otherwise entitled to according to this Agreement, then all payments made and benefits granted to Consultant according to this Agreement, will be reduced by 30%, retroactively as of their payment or grant.

In such event, Consultant will repay Company any overpayments made by Company as a consequence of such reduction, adjusted to reflect the change in the CPI from that known when the overpayment was made to that known when the repayment is made. Furthermore, Company will be entitled to set off that amount from all payments Consultant will be entitled to receive from Company, if and to the extent that Consultant is entitled to such payments.

4. Taxes. All income taxes, national security payments and any other taxes and levies, of whatever nature, imposed on the payment to Consultant hereunder or which may arise as a result of this Agreement, shall be borne and payable by Consultant only and Consultant shall be responsible for the payment thereof. For the removal of doubt, Consultant shall bear and pay national security payments and any other taxes relating to the employment of its employees.
5. Proprietary Information and Inventions. As a material inducement for Company to enter into this Agreement, and as part of the compensation to be paid to Consultant hereunder, Consultant will enter into Company's Proprietary Information and Inventions Agreement for Independent Consultants in the form attached as Exhibit B before performing any of the services and before payment of any compensation under this Agreement.
6. Time; Delays. Consultant agrees to perform the services, or portions thereof, by the applicable milestone or completion dates, if any, set forth in Exhibit A. Company shall have all remedies available at law or equity in the event of a breach by Consultant resulting from delays in the performance of such services, other than delays that are beyond the reasonable control of Consultant.
7. Assignment. Consultant may not assign, without Company's prior written consent, this Agreement or any right or obligation hereunder. To the extent that Consultant is a corporate entity, any change in the beneficial ownership of Consultant shall be deemed an assignment for the purpose hereof, and accordingly will be subject to Company's prior written consent.
8. Termination. Either party will have the right to terminate this Agreement immediately in the event of a material breach by the other party, which breach remains uncured for a period of 60 days after written notice of such breach is delivered to the breaching party. In addition, both parties will have the right to terminate this Agreement for convenience at any time, with 60 days written notice..
9. General. Consultant will indemnify and hold Company harmless for any breach of this Agreement or misrepresentation by Consultant. This Agreement represents the entire understanding of the parties hereto and supersedes all prior written or oral agreements with respect to the subject matter hereof. This Agreement may be amended only in a writing signed by both parties. This Agreement will be governed by the laws of the Courts of England and Wales which shall have sole and exclusive jurisdiction over every

dispute arising from, or in connection with this Agreement. Notwithstanding the above, nothing herein shall prevent Company from seeking and obtaining remedies through the courts of any other jurisdiction, at law or in equity, or otherwise as it deems necessary or desirable, including, without limitation, injunctive relief, in order to protect Company's intellectual property rights and/or confidential information and/or in respect of any breach of the terms of this Agreement by Consultant.

Orphan Technologies Ltd.:

By: [Signature]

Date: Nov. 12th, 2010

Name: Jaref Rosenberg

Title: Director

David Naveh:

By: [Signature]

Date: _____

Name: David Naveh

Title: _____

ID#: 074384 012

Address: 119 Monte Ave

Piedmont CA

94611

Exhibit A

Tasks, Time

Support the manufacturing effort for Orphan Technologies, including the Homocystinuria/CBS product, and other tasks as assigned by Dr. Andrew Salzman.

Compensation

Company under the terms of the Agreement, to which this Exhibit is attached as Exhibit A, Company shall pay Consultant the amount, which is the equivalent of US\$5000 plus VAT (against tax invoice)..

Consultant will invoice Company on a monthly basis, and payment will be made within forty (40) days from the date of the invoice.

The above amount shall be the sole payment of Company and all taxes, levies payments etc. shall be borne and payable by Consultant and be withheld by Company, to the extent such withholding is required under law.

Exhibit B

**PROPRIETARY INFORMATION AND
INVENTIONS ASSIGNMENT AGREEMENT**

This Proprietary Information and Inventions Agreement (the "Agreement") is entered into by and between the undersigned consultant ("you") and Orphan Technologies Ltd, a BVI corporation having its principal office at PO Box 662, Wickhams Cay, Road Town, Tortola, British Virgin Islands, a corporation organized and existing under the laws of Switzerland (the "Company").

RECITALS

A. You desire to be a consultant to the Company and the Company desires to receive from you consultancy services.

B. You acknowledge that the Company operates in a competitive environment and that the Company enhances its opportunities to succeed by establishing certain policies, including those included in this Agreement.

C. This Agreement is designed to make clear that you and/or your employees will maintain the confidentiality of the Company's confidential information, will use such confidential information for the exclusive benefit of the Company and will avoid using same for any other purpose, relevant inventions that you and/or your employees create will be owned by the Company, and your prior and continuing activities separate from the Company will not conflict with the Company's development of its proprietary rights, and when and if your services to the Company terminate, you will not use your prior position with the Company to the detriment of the Company.

D. You further acknowledge that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the Company's legitimate business interests.

For good and valuable consideration, including compensation to be paid to you as a consultant of the Company, you agree that:

1. Provisions Related to Confidential Information.

(a) Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" means any information, whether or not protected and/or protectable under intellectual property laws, regarding the Company or the Company Group (as defined below), their business or properties, their products, their research and development plans and activities, that the Company has furnished or furnishes to you, whether before or after the date of this Agreement, or is or becomes available or known to you by virtue of your services to the Company, whether tangible or intangible, and in whatever form or medium provided, as well as all information you and/or your employees create that contains, reflects, is based upon or derived from such information. The term, "Confidential Information" shall include, without limitation, customer lists, customer requirements and specifications, financial data, sales figures, costs and pricing figures, marketing and other business plans, product development, marketing concepts, personnel matters, drawings, specifications, instructions, methods, processes, techniques, formulae or any other information relating to the Company

Group's services, products, sales, technology, research data and all other know-how, trade secrets or proprietary information, or any copies, elaborations, modifications and adaptations thereof.

The term "**Confidential Information**" also includes, without limitation, any and all information relating to the biologically-active molecules being developed or that will be developed by the Company, the Company's Group and/or any third parties on their behalf, including the fact that Discloser possesses particular and specific structural information regarding such biologically-active molecules or that such biologically-active molecules are being developed by Discloser.

(b) Consultant's Undertaking. You agree and undertake that both during the term of your services to the Company and at all times thereafter, you will not, except as required to effectively and appropriately perform your duties to the benefit of the Company, directly or indirectly, (i) sell, lease, assign, sublicense or otherwise transfer, and (ii) duplicate, reproduce or copy, and (iii) disclose, divulge or otherwise make available to any third party (except as explicitly permitted herein), and (iv) decompile, disassemble or otherwise analyze for reverse engineering purposes, and (v) use or disclose, without the prior written consent of the Company, any Confidential Information of the Company or its affiliates (the "**Company Group**"). You also agree and undertake to cooperate with the Company and take all required measures to prevent the unauthorized disclosure, use or reproduction of all Confidential Information. You further undertake that your employees shall comply with the provisions of this Agreement and, prior to gaining any access to the Confidential Information, they shall be required to enter into a Proprietary Information and Inventions Assignment Agreement with the Company. Without derogating from the above, you may disclose Confidential Information to those of your employees who are engaged in rendering the services to the Company, but only to the extent necessary for the purpose of rendering such services to the Company, provided that such employees have the obligations of confidentiality not to use such Proprietary Information for any purpose except as expressly permitted hereunder and have agreed in writing (i) that the ownership of any and all inventions, data, information and/or other intellectual property rights created and/or made by such employee will vest with the Company, and (ii) to be bound by the terms of this Agreement.

(c) Obligations to Third Parties. In the event that the Company is bound by a confidentiality agreement or understanding with a customer, vendor, supplier or other party regarding the confidential information of such customer, vendor, supplier or other party, which is more restrictive than specified above in this Section 1, and of which you have notice or are aware, the provisions of such other confidentiality agreement shall be binding upon you in addition to, and shall not be superseded by, the provisions of this Section 1.

(d) Return of Confidential Information. You further agree and undertake that upon the termination of your services to the Company for any reason or at any other time upon Company's first request, you shall promptly deliver to the Company, without retaining any copies thereof, all tangible, written, graphical, machine readable and other materials, regardless of how stored or maintained (including all copies) in your possession or under your control containing or disclosing Confidential Information, including, without limitation, all notes, memoranda, records, files and other documents.

2. Non-Solicitation. You agree and undertake that during the period of your services to

the Company, and for a period of twelve (12) months following your termination of such services for whatever reason, you shall not, directly or through another person or entity, contact (or attempt to contact) or do any business with any actual or prospective employee, consultant, suppliers, customers, investors, vendors, distributors, etc, of Company or Company Group, including, but not limiting to, soliciting business from or contracting directly or indirectly with any of them. In addition, you shall not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate the Company's (or Company Group's) interest or relationship with any of them, nor shall you solicit any business from them. Without derogating from the generality of the above, you shall not, directly or through another person or entity:

(a) solicit, encourage or otherwise aid any employee of the Company or the Company Group to leave the employ of the Company or the Company Group for the purpose of becoming associated with any business with which you intend to be, or are then, associated, or which directly competes with any of the Company's or the Company Group's businesses;

(b) retain, hire, engage, solicit or induce any supplier of any product or service to, or vendor (whether as a wholesaler, distributor, agent, commission agent, employee or otherwise) of the Company or the Company Group to terminate, reduce or refrain from renewing or extending his, her or its contractual or other relationship with the Company or the Company Group; or

(c) solicit, induce, contact or persuade any Customer (as defined below) of the Company or the Company Group to terminate, reduce or refrain from renewing or extending its contractual or other relationship with the Company or the Company Group in regard to the purchase of products or services developed, marketed or sold by the Company or the Company Group, or to become a customer of or enter into any contractual or other relationship with you or any other individual, person or entity in regard to the purchase of any such products or services.

For purposes of this Agreement, "Customer" shall mean any company or individual: (1) who contacted you, whom you contacted or served, or for whom you supervised contact or service regarding the purchase of Company or Company Group products or services during the period of your services to the Company; and/or (2) who purchased products or services from the Company or the Company Group during the period of your services to the Company.

3. **Non-Compete.** You agree and undertake that during the period of your services to the Company, and for a period of two (2) years following your termination of such services for whatever reason, you shall not, directly or through another person or entity, provide services (whether as an employee, consultant or otherwise) nor support or perform any other activity that may be competitive with any of the Company's or the Company Group's businesses, including, without limitation, in the field relating to biologically-active molecules being developed by the Company and any use thereof, including methods of treating diseases and disorders, or impose a conflict of interest with such businesses.
4. **Other Agreements; Warranties.** Except as set forth on Appendix A hereto, you warrant that you are not bound by the terms of a confidentiality agreement or non-competition agreement or any other agreement with a former employer or other third

party which would preclude you from being a consultant to the Company or which would preclude you from effectively performing your duties for the Company. You further warrant that except as identified on Appendix A hereto, you have the right to make all disclosures that you will make to the Company during the course of the services to the Company. You agree and undertake that you shall not disclose to the Company, or seek to induce the Company to use, any confidential information in the nature of trade secrets or other proprietary information belonging to others. You further agree and undertake to provide the Company with a copy of any and all agreements with a former employer or other third party which may limit your right to provide services to, or to make disclosures to, the Company.

5. Company's Intellectual Property Rights.

(a) Work for Hire. You agree and undertake that all work, materials (tangible and intangible) and products produced, developed, created or completed by you the Company during or as a result of your services to the Company shall be deemed work made for hire, and are expressly intended to be wholly owned by the Company, and all copyright rights therein to be held, by the Company. To the extent that any such copyrightable works may not, by operation of law, be works for hire, you agree and undertake to and hereby do assign to the Company or its designees ownership of all copyright rights in those works. The Company shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available for those works. You agree and undertake to give the Company or its designees all assistance it may reasonably require to secure or protect those rights.

(b) Company's Proprietary Rights. You further agree and undertake that all discoveries, developments, ideas, improvements, modifications, innovations, inventions, processes, programs, operating instructions, manuals, documentation, discs, tapes, written materials, systems, techniques, hardware, software, test procedures or other things, whether or not patentable (referred to herein as "Inventions"), that are made, conceived or reduced to practice by you, while providing services to the Company, solely or with others, whether or not during working hours or on the Company's premises, and that (i) relate to the Company's competitive business activities or actual or demonstrably anticipated research or development or a reasonable or contemplated expansion thereof, or (ii) result from any work performed by you for the Company, or (iii) are developed on the Company's time or using the Company's equipment, supplies, facilities or trade secret information, or (iv) are based upon or are related to trade secrets and other confidential information of the Company or the Company Group, shall be the property of, and shall promptly be disclosed by you to, the Company.

(c) Cooperation. You agree and undertake that, at any time during or after your services to the Company, you shall, without further compensation but at the Company's sole expense, sign all papers and cooperate in all other acts reasonably required to secure or protect the Company's rights in all such property identified in subsections (a) and (b) above, including without limitation executing written assignments therefor and applying for, obtaining and enforcing copyrights or patents thereon in any and all countries. In the event that you are unable or unavailable or shall refuse to sign any lawful or necessary documents required in order for the Company to apply for and obtain any copyright or patent with respect to any work performed by you under this Agreement (including applications or renewals, extensions, divisions or continuations),


you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agents and attorneys-in-fact to act for and in your behalf, and in your place and stead, to execute and file any such applications or documents and to do all other lawfully permitted acts to further the prosecution and issuance of copyrights and patents with respect to such new developments with the same legal force and effect as if executed by you.

6. **Remedies.** You understand and acknowledge that a breach of the provisions of this Agreement would injure the Company irreparably in a way which could not be adequately compensated for by an award of monetary damages. You therefore agree and undertake that in the event of any breach or threatened breach by you, you shall be subject to disciplinary action up to and including termination by the Company, and the Company shall be entitled to an injunction, without bond, restraining such breach, as well as costs and attorneys' fees relating to any such proceeding or any other legal action taken to enforce the Company's rights under the Agreement. Nothing herein shall be construed, however, as prohibiting the Company from pursuing other available remedies or recovering on any claim for damages for such breach or threatened breach.
7. **Governing Law; Jurisdiction.** The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of the Courts of England and Wales which shall have sole and exclusive jurisdiction over every dispute arising from, or in connection with this Agreement. The foregoing notwithstanding, nothing herein shall prevent Company from seeking remedies through the courts of any other jurisdiction, at law or in equity, or otherwise as it deems necessary or desirable, including, without limitation, injunctive relief, in order to protect Company's rights in connection with any breach of the terms of this Agreement by you.
8. **Effectiveness of Agreement.** It is being clarified that to the extent that you have started to render services to the Company prior to the date of this Agreement, this Agreement shall apply from the date of the start of the services to the Company. In addition, you understand that even after you cease to render services to the Company, the Company will be depending on you to continue to protect the Confidential Information and continue to honor your obligations concerning Inventions and non solicitation and non competition contained herein, and you undertake to act accordingly.
9. **Not Employment Agreement.** You understand that this Agreement is not an employment, consultant or other engagement or services contract, and nothing in this Agreement creates any right to you to be employed by or to provide services to the Company.
10. **Severability.** Each provision of this Agreement will be treated as a separate and independent clause, and the unenforceability of any one provision will in no way impair the enforceability of any other provision. If any provision is held to be unenforceable, such provision will be construed by the appropriate judicial body by limiting or reducing it to the minimum extent necessary to make it legally enforceable.
11. **Assignment.** The provisions of this Agreement shall inure to the benefit of the successors and assigns of the Company.
12. **Entire Agreement/Waiver.** This Agreement represents the entire understanding of the

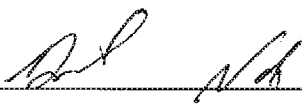
parties with respect to its subject matter, and no modification or waiver of any provision hereof shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Orphan Technologies Ltd.:

By  Nov. 12th, 2010
Name: Josef Rosenberg Date
Title: Director

David Naveh:

 Nov 10, 2010
Name: Date

APPENDIX A

You are subject to the following agreements (see Section 4 of this Agreement; If not applicable please write N/A or leave blank):

You do not have the right to make disclosures to the Company regarding the following (see Section 4 of this Agreement; If not applicable please write N/A or leave blank):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ACKNOWLEDGED BY:

Date _____

Consultant, David Naveh

July 9, 2012

Whereas the undersigned have entered into that certain Agreement for Consulting Services pursuant to which David Naveh, the sole owner of Hemogem Inc. was retained to provide certain consulting services to Orphan Technologies Ltd. beginning on October 15, 2010 ("**the Agreement**"), the undersigned hereby put in writing their mutual agreement to terminate the Agreement effective as of April 24, 2012, with no liability to either party in connection with or as a result of such termination.

For the removal of doubt, any Proprietary Information and Inventions Assignment Agreement entered into in connection with the Agreement shall survive termination of the Agreement.



David Naveh
Hemogem Inc.



Orphan Technologies Ltd.