

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5784306

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	IMNATE SARL	11/23/2012
RECEIVING PARTY DATA		
Name:	IMCYSE SA	
Street Address:	RUE DU COLLEGE, 12	
City:	NAMUR	
State/Country:	BELGIUM	
Postal Code:	B-5000	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	10023847	
Application Number:	16008399	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	mgaszner@nixonvan.com, myparalegalkb@gmail.com, vbartels@nixonvan.com, shill@nixonvan.com	
Correspondent Name:	NIXON & VANDERHYE P.C.	
Address Line 1:	901 N. GLEBE ROAD, SUITE 1100	
Address Line 4:	ARLINGTON, VIRGINIA 22203	
ATTORNEY DOCKET NUMBER:	2752.0118 AND 2752.0119	
NAME OF SUBMITTER:	MIKLOS GASZNER	
SIGNATURE:	/Miklos Gaszner 61314/	
DATE SIGNED:	10/23/2019	
Total Attachments: 30		
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page1.tif		
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page2.tif		
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page3.tif		
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page4.tif		
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page5.tif		

source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page6.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page7.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page8.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page9.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page10.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page11.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page12.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page13.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page14.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page15.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page16.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page17.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page18.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page19.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page20.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page21.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page22.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page23.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page24.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page25.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page26.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page27.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page28.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page29.tif
source=2019-07-30_2752.0018_IMCY-009 IMNATE-IMCYSE Patent and know-how licence agreement#page30.tif

Brussels/022/073818-00004/FZW/OLM :
L_LIVE_EMEA2:7088361v1

Patent and Know-How Licence Agreement

between

ImNate
as IP Company

and

ImCyse
as Licensee

PATENT

REEL: 050809 FRAME: 0569

CONTENTS

1.	Definitions	1
2.	Grant of rights.....	5
3.	Confidential Information.....	6
4.	Payments	8
5.	Commercialization	12
6.	Intellectual Property Rights.....	12
7.	Warranties, covenants and liability	16
8.	Duration and termination	18
9.	Exercise of the option referred to in Clause 6.5	20
10.	General	21
SCHEDULE 1: Patents		25
SCHEDULE 2: Appointment of Expert		26
SCHEDULE 3: Patent Assignment Deed		27

THIS AGREEMENT is made

BETWEEN:

- (1) **ImNate SARL** (the "IP Company"), a company incorporated in Luxembourg, as company number B 164.319 and whose registered office is at 8041 Strassen (Grand Duchy of Luxembourg), rue des Romains, 80; and
- (2) **ImCyse SA**, (the "Licensee"), a company incorporated in Belgium, as company number 0828 385 542 and whose registered office is at B-5000 Namur (Belgium), rue du Collège, 12;

BACKGROUND:

- (A) The IP Company has developed certain technology and owns certain intellectual property rights relating to immunogenic peptides and their use in treating infectious diseases, autoimmune diseases, immune responses towards allofactors, allergic diseases, tumor, graft rejection and immune responses against viral vectors used for gene therapy or gene vaccination, including the Patents and the Know-how.
- (B) The Licensee wishes to acquire rights under the Patents and to use the Know-how for the development and commercialization of Licensed Products in the Field and in the Territory, and the IP Company is willing to grant such rights, all in accordance with the provisions of this Agreement.

The Parties agree as follows:

1. Definitions

In this Agreement, the following words shall have the following meanings:

"Affiliate" In relation to a Party, means any person that Controls, is Controlled by, or is under common Control with that Party.

"Claims" All demands, claims, and liability (whether criminal or civil, in contract, tort, or otherwise) for losses, damages, legal costs, and other expenses of any nature whatsoever and all costs and expenses (including legal costs) incurred in connection therewith.

"Commencement Date" 23 November 2012.

"Confidential Information"

(A) All Know-how; and

(B) all other technical or commercial information that:

- (1) in respect of information provided in documentary or by way of a model or in other tangible form, at the time of provision is marked or otherwise designated to show expressly or by necessary implication that is imparted in confidence; and

- (2) in respect of information that is imparted orally, any information that the Disclosing Party or its representatives informed the Receiving Party at the time of disclosure was imparted in confidence;

any copy of any of the foregoing.

"Control" Direct or indirect beneficial ownership of more than 50 percent (or, outside a Party's home territory, such lesser percentage as is the maximum permitted level of foreign investment) or more of the share capital, stock, or other participating interest carrying the right to vote or to distribution of profits of that Party, as the case may be.

"Disclosing Party" Has the meaning given in Clause 3.2.

"Eligible Payments" Licence fees received during the Term by the Licensee from a Sub-Licensee but not including: (i) sums received by the Licensee in consideration of sales or supply of the Licensed Products by the Sub-Licensee, for which Clause 4.3 shall apply; or (ii) any other sums received by the Licensee which have to be compensated or reduced at a later stage with sums due by the Sub-Licensee to the Licensee in consideration of such sales; or (iii) sums received for supply of materials other than Licensed Products for commercial sale; (iv) any sums received in relation to the development of a Licensed Product by the Licensee; (v) sums received in relation to prosecution, defence or maintenance of Patents; or (vi) investment in the share capital of the Licensee.

"Field" All therapeutic, prophylactic and diagnostic uses in all disease indications, regardless of form or route of administration, both in humans and animals.

"First Commercial Sale" Shall mean with respect to any Licensed Product and with respect to any country, the date of first commercial sale of such Licensed Product in such country after having obtained all required approvals (including regulatory, pricing and reimbursement approvals) by the Licensee, an Affiliate of the Licensee or any of its Sub-Licensees, or by an independent Third Party (distributor) through customary commercial channels of distribution.

"GSK Sub-licence" The "collaboration license and option agreement" signed by the Licensee and GlaxoSmithKline Biologicals and effective as of July 26, 2011.

"Intellectual Property Rights" Any and all patents, patent applications, utility models, registered designs, unregistered design rights, know-how, copyright, database rights, rights in respect of confidential information, rights under data exclusivity laws, rights under orphan drug laws or under paediatric laws, property rights in biological or chemical materials, extension of the terms of any such rights (including supplementary protection certificates), applications for and the right to apply any of the foregoing registered property and rights, and similar or analogous rights in any part of the Territory.

"Know-how" Technical information in the Field and in the possession of the IP Company at the Commencement Date, and relating directly to the inventions claimed in the Patents.

"Licensed Products" Any and all products that are manufactured, sold, or otherwise supplied by the Licensee, a Sub-Licensee, or any Affiliate of the Licensee and which are within any claim of the Patents.

"Mix Active Ingredient" Has the meaning given in Clause 4.6.

"Net Sales" The invoiced price of Licensed Products sold by the Licensee or its Affiliates or Sub-licensees to Third Parties in arm's length transactions exclusively for money or,

where the sale is not at arm's length, the price that would have been so invoiced if it had been at arm's length, after deduction of all documented:

- (A) normal trade discounts actually granted and any credits actually given for rejected or returned Licensed Products;
- (B) costs of packaging, insurance, carriage, and freight, provided in each case that the amounts are separately charged on the relevant invoice;
- (C) Value Added Tax or other sales tax; and
- (D) import duties or similar applicable government levies;

Sales between the Licensee and any of its Affiliates or Sub-Licensees shall only be considered for the purposes of this definition if there is no subsequent sale to a person who is not the Licensee, its Affiliate, or Sub-licensee in an arm's length transaction exclusively for money.

"Parties" The IP Company and the Licensee, and "Party" shall mean either of them.

"Patents1" shall mean the patent(s) and patent application(s) referred to in schedule 1, including any continuations, continuations in part, extensions, reissues, divisions, re-examination or renewal thereof and any patents, supplementary protection certificates, and similar rights that are based on or derive priority from the foregoing, or from which the patent application(s) is (are) derived.

"Patents2" shall mean the patents and patent applications referred to in schedule 2, including any continuations, continuations in part, extensions, reissues, divisions, re-examination or renewal thereof and any patents, supplementary protection certificates, and similar rights that are based on or derive priority from the foregoing, or from which the patent application(s) is (are) derived.

"Patents" shall mean Patents1 and Patents2.

"Royalty Term" Shall mean with respect to each Licensed Product, on a country by country basis, the period of time commencing on the date of the First Commercial Sale of such Licensed Product in such country by the Licensee, by an Affiliate of the Licensee or by a Sub-Licensee, and ending on the date on which in such country the last Valid Claim of the Patents that reads onto such Licensed Product has expired or been revoked without a right of further appeal.

"Receiving Party" Has the meaning given in Clause 3.2.

"Sub-Licence" A sub-licence agreement with a Sub-Licensee in accordance with this Agreement.

"Sub-Licensee" A party receiving a Sub-Licence under this Agreement, except a distributor or an Affiliate of the Licensee.

"Surrender Rights" Has the meaning given in Clause 6.2.

"Term" Has the meaning given in Clause 8.1.

"Territory" The world.

"Third Party" Any person other than a Party.

"Valid Claim" A claim of an issued or granted patent that has not expired or been held invalid or unenforceable by a court of competent jurisdiction in a final and non-appealable judgment.

"Written notice" Has the meaning given in Clause 9.

2. Grant of rights

2.1 Licence

Subject to the provisions of this Agreement, the IP Company hereby grants to the Licensee an exclusive licence, also exclusive with regard to the IP Company, under Patents¹ and the related Know-how, in the Field, and in the Territory, with the right to sub-license (subject to Clause 2.3), to develop, have developed, manufacture, have manufactured, import, market, use, offer for sale and sell Licensed Products.

During the Term, the IP Company shall not develop, have developed, manufacture, have manufactured, import, market, use, offer for sale or sell any product under the Patents¹ in the Field in the Territory, and shall not grant any licence under the Patents¹ or the related Know-how in the Field in the Territory to any Third Party unless the IP Company has been granted a Sub-Licence by the Licensee with this regard and only within the limits of such Sub-Licence.

Subject to the provisions of this Agreement, the IP Company hereby grants to the Licensee a non-exclusive licence, under Patents² and the related Know-how, in the Field, and in the Territory, with the right to sub-license (subject to Clause 2.3), to develop, have developed, manufacture, have manufactured, import, market, use, offer for sale and sell Licensed Products.

2.2 Provision of Know-how.

In order to carry out its obligations under Clause 2.1, the IP Company shall supply the Licensee all Know-how in its possession that the IP Company is at liberty to disclose and has not previously disclosed to the Licensee and which is reasonably necessary or desirable to enable the Licensee to undertake the further development of the inventions claimed in the Patents or the Licensed Products. The method of such supply shall be agreed between the IP Company and the Licensee. This is an on-going obligation throughout the Term.

During the Term, the IP Company undertakes not to disclose the Know-how related to Patents¹ to any Third Party without the Licensee's first written approval.

2.3 Sub-licensing

The Licensee shall be entitled to grant sub-licences of its rights under this Agreement to an Affiliate of the Licensee, a distributor of Licensed Products or to a Sub-Licensee, provided that, and subject to this Clause 2.3 :

- (A) the sub-licence shall include obligations which are consistent with the obligations on the Licensee under this Agreement ;
- (B) the sub-licence shall terminate automatically on the termination of this Agreement for any reason ; and
- (C) within 30 days of the grant of any sub-licence the Licensee shall provide to the IP Company a redacted copy of the Sub-Licence agreement.

The Parties agree that at GlaxoSmithKline Biological's request, the scope of the GSK Sub-licence may be extended to include the Patents and the Know-how under the terms of the original GSK Sub-licence.

2.4 Formal licences

The Parties shall execute such formal licences as may be necessary or appropriate for registration with Patent Offices and other relevant authorities in particular territories. In the event of any conflict in meaning between any such licence and the provisions of this Agreement, the provisions of this Agreement shall prevail wherever possible. Prior to the execution of the formal licence(s) (if any) referred to in this Clause 2.4, the Parties shall so far as possible have the same rights and obligations towards one another as if such licence(s) had been granted.

3. Confidential Information

3.1 Confidentiality of Know-how

The Licensee undertakes that for a period of ten (10) years from the Commencement Date or for so long as any substantial part of the Know-how remains subject to the obligations of confidence of Clause 3.2, whichever is the shorter, it shall protect the Know-how as Confidential Information and shall not use the Know-how for any purpose other than to research, develop, manufacture, have manufactured, market, use, and sell Licensed Products.

3.2 Confidentiality obligations

Each Party (the "Receiving Party") undertakes:

- (A) to maintain as secret and confidential all Confidential Information obtained directly or indirectly from the other Party (the "Disclosing Party") in the course of or in anticipation of this Agreement and to respect the Disclosing Party's rights therein;
- (B) to use such Confidential Information only for the purposes of this Agreement; and
- (C) to disclose such Confidential Information only to those of its employees or contractors and Affiliates pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.

3.3 Exceptions to obligations

The provisions of Clause 3.2 shall not apply to Confidential Information, which the Receiving Party can demonstrate:

- (A) is subsequently disclosed to the Receiving Party without any obligations of confidence by a Third Party who has not derived it directly or indirectly from the Disclosing Party; or
- (B) is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, Affiliates, or Sub-Licensees; or
- (C) is independently developed by the Receiving Party by individuals who have not had any direct or indirect access to the Disclosing Party's Confidential Information; or
- (D) the Receiving Party is required to disclose to the courts of any competent jurisdiction, or to any government regulatory agency, or fiscal authority, provided that the Receiving Party shall (i) inform the Disclosing Party as soon as is reasonably practicable, and (ii) at the Disclosing Party's request seek to persuade

the court, agency, or authority to have the information treated in a confidential manner, where this is possible under the court, agency, or authority's procedures.

3.4 Disclosure by the Licensee

The Licensee may disclose the IP Company's Confidential Information (i) to governmental authorities (a) to the extent desirable to obtain or maintain regulatory approvals for any Licensed Product, and (b) in order to respond to inquiries, requests or investigations relating to this Agreement; (ii) to outside consultants, contractors, advisory boards, managed care organizations, and non-clinical and clinical investigators, in each case to the extent desirable to develop, register or market any Licensed Product; (iii) in connection with filing or prosecuting Intellectual Property Rights as permitted by this Agreement, (iv) in connection with prosecuting or defending litigation as permitted by this Agreement, (v) in connection with or included in scientific presentations and publications relating to Licensed Products, including abstracts, posters, newspapers articles and the like, and posting results of and other information about clinical trials, (vi) in connection with sublicensing discussions or other exploitation efforts relating to Licensed Products and (vii) to the extent necessary or desirable in order to enforce its rights under this Agreement.

3.5 Undertaking of the Receiving Party

The Receiving Party shall procure that all of its employees, contractors or Affiliates pursuant to this Agreement (if any) who have access to any of the Disclosing Party's information to which Clause 3.2 applies shall be made aware of and subject to these obligations and shall have entered into written undertakings of confidentiality at least as restrictive as Clauses 3.2 and 3.3 which apply to the Disclosing Party's Confidential Information.

3.6 Publication of results

The Licensee shall have the right to publish any results generated by having used a Licensed Product. For the avoidance of doubt, the IP Company undertakes not to make any publication or other disclosure related to the Patents, the Know-how or the Licensed Products, unless with a prior written consent of the Licensee.

4. Payments

4.1 Initial payments

Within three (3) months from the Commencement Date, the Licensee shall reimburse all the documented costs and expenses incurred by the IP Company in respect of drafting, applying for, and prosecuting the Patents¹ prior to the Commencement Date, which are estimated to be in the region of € .

4.2 Sub-licensing

Subject to this Clause 4.2, if, during the Term, the Licensee receives Eligible Payments, the Licensee shall pay to the IP Company, the amounts set out next to such event in the table below :

Events in relation to a Sub-Licensee and its Licensed Product(s)	Amount to be paid to the IP Company by Licensee
1) Eligible Payments received after the Sub-License is granted before the first application of such Licensed Product in humans	% of the Eligible Payments received by the Licensee from the Sub-Licensee
2) Eligible Payments received after event 1 but before completion of a first Phase II trial for such Licensed Product	% of the Eligible Payments received by the Licensee from the Sub-Licensee
3) Eligible Payments received after events 1 and 2 but before the completion of a second Phase II trial, or before the completion of a Phase III trial for such Licensed Product	% of the Eligible Payments received by the Licensee from the Sub-Licensee
4) Eligible Payments received after events 1, 2 and 3 but before that such Licensed Product has received a marketing authorization in at least one country for which the Sub-License applies	% of the Eligible Payments received by the Licensee from the Sub-Licensee
5) Any Eligible Payment other than those referred to under events 1, 2, 3 and 4	% of the Eligible Payments received by the Licensee from the Sub-Licensee

Provided that the Licensee shall not have to pay any amount to the IP Company :

- for the GSK Sub-licence (as amended or extended according to Clause 2.3) ; or
- for any Sub-License granted by the Licensee during the Term on Intellectual Property Rights related to a Mix Active Ingredient.

4.3 Royalties on Net Sales

Royalties payable on sales by Licensee or its Affiliates

During the Royalty Term, and subject to the royalty cap detailed in Clause 4.4, the Licensee shall pay to the IP Company a royalty being of the Net Sales of any Licensed Product or any part thereof sold or otherwise supplied by the Licensee and the Affiliates of the Licensee, which are within a Valid Claim of the Patents in the country of manufacture, supply and/or sale.

Provided that if a Licensed Product is within several Valid Claims of one of the Patents, or within Valid Claims of several Patents, the royalty is due only once.

Royalties payable on sales of Sub-Licensee

During the Royalty Term, and subject to the royalty cap detailed in Clause 4.4, the Licensee shall pay to the IP Company on the Net Sales of any Licensed Product or any part thereof sold or otherwise supplied by Sub-Licensees, the lower of :

- on Net Sales of any such Licensed Product which are within a Valid Claim of the Patents in the country of manufacture, supply and/or sale, or
- of the royalty on Net Sales received by the Licensee from a Sub-Licensee for any such Licensed Product which are within a Valid Claim of the Patents in the country of manufacture, supply and/or sale.

Provided that if a Licensed Product is within several Valid Claims of one of the Patents, or within Valid Claims of several Patents, the royalty is due only once.

Provided that the Licensee shall not have to pay any amount to the IP Company on the Net Sales of any Licensed Products sold or supplied in the framework of the GSK Sub-licence (as extended according to Clause 2.3).

4.4 Royalties to Third Parties

If, during the Royalty Term, a) the Licensee considers it necessary to obtain a licence from any Third Party in order to avoid infringing or the risk of infringing such Third Party's patent(s) in the course of manufacture, supply or sale of Licensed Products and b) the royalty to the IP Company in percentage point (Z) exceeds the royalty cap (C) expressed as a percentage of Net Sales, the royalties payable under this Agreement for such Licensed Product shall be based on the following formula :

- $\text{Royalty (€)} = Z\% \times (C(€)/R\%)$
- where :
 - Z = royalty to the IP Company according to Clause 4.3,
 - C= royalty cap in euro, the lesser of: (i) % of Net Sales, or (ii) % of gross royalty received by the Licensee on such Licensed Products ; and
 - R= total sum of all pre-capped royalties payable on Net Sales in percentage points (including royalties payable to the IP Company)

If the total royalty on Net Sales on a Licensed Product according to Clause 4.3 is less than the royalty cap calculated according to this Clause, then the IP Company shall receive its full royalty rights on said Product. If the royalty payable on Net Sales would exceed the royalty cap to an extent that the royalties due to under Clause 4.3 for such Licensed Product would decrease below of Net Sales, a minimum amount of of Net Sales will be due.

For the avoidance of doubt, the royalties payable by the Licensee shall never exceed the amounts of Clause 4.3.

4.5 Combination Products

In case a Licensed Product contains more than one therapeutically active ingredient and/or adjuvant(s), Net Sales shall be equitably apportioned between all therapeutically active ingredients and adjuvant(s), depending on the effect or activity of each ingredient, prior to calculation of royalty arising from the sale of that Licensed Product.

4.6 Mix Active Ingredient

When an active ingredient is covered by both a Valid Claim of the Patents and a Valid Claim of another patent (or of a patent application) on which the Licensee has rights, this active ingredient is a "Mix Active Ingredient" for which no royalty is due. If a Licensed Product contains only Mix Active Ingredients or Mix Active Ingredients and other ingredients none of which are covered by a Valid Claim of the Patents, no royalty at all shall be due to the IP Company for Net Sales on that Licensed Product.

4.7 Payment terms

All sums due under this Agreement:

- (A) are exclusive of value added tax which where applicable will be paid by the Licensee to the IP Company in addition;
- (B) shall be paid in euro in cash by transferring an amount in aggregate to the following account: account number :

; and in the case of sales or Sub-Licence income received by the Licensee in a currency other than euro, the royalty shall be calculated in the other currency and then converted into equivalent euro at the buying rate of such other currency at the spot rate of exchange quoted on the relevant Bloomberg page at or around 11:00 a.m. on the last business day of the quarterly period with respect to which the payment is made;

- (C) shall be made without deduction of income tax or other taxes, charges, or duties that may be imposed, except in so far as the Licensee is required to deduct the same to comply with applicable laws. The Parties shall cooperate and take all steps reasonably and lawfully available to them, at the expense of the IP Company, to avoid deducting such taxes and to obtain double taxation relief. If the Licensee is required to make any such deduction it shall provide the IP Company with such certificates or other documents as it can reasonably obtain to enable the IP Company to obtain appropriate relief from double taxation of the payment in question; and
- (D) shall be made by the due date.

4.8 Royalty statements

The Licensee shall send to the IP Company at the same time as each royalty payment is made in accordance with Clause 4.3 a statement setting out, in respect of each territory or region in which Licensed Products are sold, the types of Licensed Product sold, the quantity of each type sold, and the total Net Sales in respect of each type and Sub-Licence, expressed both in local currency and euro and showing the conversion rates used, during the period to which the royalty payment relates.

4.9 Records

- (A) The Licensee shall keep at its normal place of business detailed and up-to-date records and accounts showing the quantity, description, and value of Licensed Products sold by it and the amount of sub-licensing revenues received by it in respect of Licensed Products, on a country-by-country basis, and being sufficient to ascertain the payments due under this Agreement.
- (B) The Licensee shall make such records and accounts available, on reasonable notice, for inspection during business hours by an independent chartered accountant nominated by the IP Company for the purpose of verifying the accuracy of any statement or report given by the Licensee to the IP Company under this Clause 4. The accountant shall be required to keep confidential all information learnt during any such inspection, and to disclose to the IP Company only such details as may be necessary to report on the accuracy of the Licensee's statement or report. The IP Company shall be responsible for the accountant's charges unless the accountant certifies that there is an inaccuracy of more than five per cent (5 %) in any royalty statement, in which case the Licensee shall pay his charges in respect of that inspection.

4.10 Payment frequency

Subject to this Clause 4.10, Royalties due under this Agreement shall be paid within 60 days of the end of each quarter ending on 31 March, 30 June, 30 September, and 31 December in respect of sales of Licensed Products made during such quarter, and within 60 days of the termination of this Agreement.

The amounts due under Clause 4.2 shall be paid to the IP Company within a period of sixty (60) days after the quarter during which the Licensee has received the Eligible Payment from the Sub-Licensee. The royalties due according to Clauses 4.3 for sales made by Sub-Licensees, shall be paid to the IP Company within a period of sixty (60) days after the quarter during which the Licensee has received the royalties due by the Sub-Licensee to the Licensee for such sales.

4.11 Exception

If the Licensee grants a Sub-Licence to the IP Company on all or part of the Patents or the Know-how (sub-licensing back) Clauses 4.2 to 4.10 will not be applicable to that Sub-Licence, which means that the Licensee shall not pay any royalty to the IP Company on Net Sales of any Licensed Products, made in the framework of such Sub-Licence, and that none of the payments made in the framework of such Sub-Licence shall be considered as an 'Eligible Payment' for the application of Clause 4.2.

5. **Commercialization**

The Licensee shall have sole discretion to determine the use of the Patents and Know-how to develop the Licensed Products and to decide on the most appropriate way of exploitation. Subject to the terms of this Agreement, the Licensee shall have the sole discretion to make all decisions relating to the R&D activities, development, applications for marketing authorization, marketing, sub-licensing and any other commercialization activities with respect to any Licensed Product.

The Licensed Products may be sold under trademark(s) selected solely by the Licensee, its Affiliates or its Sub-licensees and marketed using logos, slogans, trade dress, domain names and other Intellectual Property Rights selected and owned by the Licensee.

The Licensee shall use commercially reasonable efforts to conduct research activities with the view of developing Licensed Products in at least two fields : cancer and infectious disease. Efforts by a Sub-Licensee will count as if made by the Licensee in this respect. The Licensee shall keep the IP Company informed in writing at least once a year during the second quarter of each year about the use, the activities, results and progress relating to such research.

6. **Intellectual Property Rights**

6.1 **Ownership**

Subject to the provisions of this Agreement, the IP Company owns all right, title and interest in the Patents and the Know-how. Subject to the provisions of this Agreement, the Licensee or its Affiliates shall own any Intellectual Property Rights on or in relation with the Licensed Products.

6.2 **Obtain and maintain the Patents**

From the Commencement Date, the Licensee will use commercially reasonable efforts to file, prosecute and maintain the Patents¹, at its own cost and expense, in such countries in the Territory where the Licensee deems it appropriate.

The IP Company shall provide all required assistance to the Licensee in this regard, including any assistance that is necessary to obtain that any patent applications among the Patents result in patents be issued/granted in the Territory.

The Licensee shall have the exclusive transferable right, but not the obligation, to seek, in IP Company's name if so required, patent term extensions, supplementary protection certificates, rights under data exclusivity laws, under orphan drug laws, under paediatric laws, and the like, available in the Field, anywhere in the Territory in relation to the Patents¹.

Subject to the above, the Licensee shall at its own cost and expense:

- (A) cooperate with the IP Company to obtain valid patents in the name of the IP Company pursuant to each of the patent applications listed in schedule 1 in the countries chosen by the Licensee ;
- (B) consult with the IP Company in relation to all changes to patent claims or specifications that would have the effect reducing or limiting the extent of the patent coverage;

- (C) ensure that the IP Company shall receive copies of all correspondence to and from Patent Offices in respect of the Patents¹, including copies of all documents generated in or with such correspondence; and
- (D) pay all renewal fees in respect of the Patents¹ as and when due.

If the Licensee wishes to abandon any of the Patents¹ or not to apply for any of the Patents¹ rights in a particular country, or not to maintain any such Patents¹ or to cease funding such Patents¹ ("Surrender Rights") in one or more countries in the Territory, the Licensee shall give three (3) months' prior written notice to the IP Company specifying the Surrender Right. If the IP Company wishes to take over the prosecution, right to apply for and/or renewal of such Surrender Right it shall serve a one-month counter-notice on the Licensee. Following receipt of such counter-notice the Licensee at its sole discretion may decide to either continue to maintain such Surrender Rights or notify the IP Company that it does not wish to maintain such Surrender Rights. In the latter case, the IP Company shall then be entitled to file, maintain and prosecute such Surrender Rights in those countries at its own costs and expense. If the IP Company fails to serve a counter notice within the above one-month period of receiving a first notice from the Licensee, then the Licensee can abandon such Surrender Rights.

6.3 Infringement of the Patents

- (A) Each Party shall inform the other Party promptly if it becomes aware of any infringement or potential infringement of any of the Patents in the Field, and the Parties shall consult with each other to decide the best way to respond to such infringement.
- (B) If the Parties fail to agree on a joint programme of action, including how the costs of any such action are to be borne and how any damages or other sums received from such action are to be distributed, then the Licensee shall be entitled to take action against the Third Party at its sole expense, subject to the following provisions of this Clause 6.3.
- (C) Before starting any legal action under Clause 6.3(A), the Licensee shall consult with the IP Company as to the advisability of the action or settlement, its effect on the good name of the IP Company, the public interest, and how the action should be conducted.
- (D) The Licensee shall reimburse the IP Company for any reasonable expenses incurred in assisting it in such action. The Licensee shall pay the IP Company royalties, in accordance with Clause 4, on any damages or settlement payment received from such action as if the amount of such damages after deduction of both Parties' reasonable expenses in relation to the action were Net Sales.
- (E) If required by the Licensee, the IP Company shall agree to be joined in any suit to enforce such rights subject to being indemnified and secured in a reasonable manner as to any costs, damages, expenses, or other liability and shall have the right to be separately represented by its own counsel at its own expense.
- (F) The Licensee shall have the right to settle such infringement action on terms it deems are acceptable, including the granting of a Sub-Licence, if in its sole discretion it decides so to settle such action.

6.4 Infringement of Third-Party rights

- (A) Each Party shall actively conduct patent landscaping to see if there are any patents or patent applications owned by Third Parties that may present a freedom-to-operate issue for the development, manufacture, use or sale of Licensed Products. The Parties shall promptly exchange information gained from such activities.
- (B) If any warning letter or other notice of infringement is received by a Party, or legal suit or other action is brought against a Party, alleging infringement of Third Party rights in the development, manufacture, use, or sale of any Licensed Product, that Party shall promptly provide full details to the other Party, and the Parties shall discuss the best way to respond.
- (C) Regarding the Patents¹, the Licensee shall have the exclusive right but not the obligation to defend such suit to the extent that it relates to its activities in the Field and shall have the exclusive right to settle with such Third Party on terms that it deems are acceptable (including the granting of a Sub-Licence), provided that if any action or proposed settlement involves the making of any statement, express or implied, concerning the validity of any of the Patents, the consent of the IP Company must be obtained before taking such action or making such settlement.

6.5 Option

The IP Company grants the Licensee an irrevocable, exclusive option to acquire by assignment the full ownership of the Patents¹ and the related Know-how (and of the related Intellectual Property Rights referred to in Clause 6.6 second paragraph, as the case may be). This option may be exercised during the period starting two (2) and ending four (4) years from the Commencement Date, provided that the Licensee (i) has been able to perform a capital increase and (ii) has conducted or is conducting research activities with the view of developing Licensed Products, in relation to at least cancer and infectious disease.

To exercise the option, the Licensee will provide written notice to the IP Company (to be received by the IP Company within the above referred period) stating that the Licensee is exercising the option.

The purchase price for the Patents¹ and the related Know-how is the equivalent of the payments which the Licensee should have made to the IP Company, as from the day following the exercise of the option, according to Clauses 4.2 and 4.3 (but taking into account the limitations provided in Clauses 4.4, 4.5 and 4.6), in case the license for Patents¹ under this Agreement would have continued in full force until the end of the Term, rather than the option be exercised. The purchase price shall be paid according to the conditions set out in Clauses 4.2 to 4.9, and within the terms provided in Clause 4.10.

The Parties undertake to execute the document in schedule 3 and/or any other formal documents as may be necessary or appropriate for registration of the transfer of ownership of the Patents with Patent Offices and other relevant authorities in particular territories.

6.6 New discoveries, improvements, and extension of the licence

For the reasons recalled in the "Background" section above, the IP Company recognizes that Patents1 and the related Know-how are useful in the Licensee's development strategy. The Parties acknowledge that in that framework, the Licensee will own all right, title and interest in and to (a) inventions, developments or discoveries made by the Licensee's employees, agents or independent contractors in connection with performing research, development, manufacturing, commercialization or other activities licensed under this Agreement in connection with Patents1; (b) any Intellectual Property Rights claiming such inventions, developments or discoveries and (c) any know-how embodied by or in such inventions, developments or discoveries.

In addition, the IP Company and Jean-Marie Saint-Remy jointly and severally undertake during the Term, and/or for a period of twenty (20) years after that Patents1 have been acquired by the Licensee as a consequence of the exercise of the option provided in Clause 6.5, not to conflict or interfere in any way with the development of the Licensed Products.

Should the IP Company and/or Jean-Marie Saint-Remy, during the Term and/or for a period of twenty (20) years after that Patents1 have been acquired by the Licensee as a consequence of the exercise of the option provided in Clause 6.5, develop or acquire Intellectual Property Rights on inventions, improvements and/or discoveries and/or materials relating to the use of epitope flanked by a thioreductase motif, that are not covered by Patents or the Know-how, they undertake to inform Licensee thereof and to include any patent (application) based on the above in the Patents1, as listed in schedule 1, and they shall become part to this Agreement under the conditions applicable to Patents1 (including for the application of the option provided for in Clause 6.5).

7. **Warranties, covenants and liability**

7.1 Warranties by the IP Company and Jean-Marie Saint-Remy. The IP Company and Jean-Marie Saint-Remy warrant, and undertake to the Licensee as follows:

- (A) Inconsistent obligations. Neither the IP Company nor Jean-Marie Saint-Remy have entered, and during the Term covenant that they shall not enter into any agreement, arrangement, or commitment with any person regarding the Licensed Products that is inconsistent with, or in derogation of the IP Company's obligations under this Agreement;
- (B) Title. The IP Company holds all right, title, and interest in and to the Patents and Know-how, free and clear of any rights or encumbrances of any Third Parties in respect of the Patents or Know-how which would adversely affect the rights granted to the Licensee under this Agreement;
- (C) Non-use of Third-Party rights. The conception and reduction to practice of the Patents and the development of the Know-how existing as of the Commencement Date have not constituted or involved the misappropriation of trade secrets or other confidential information, rights, or property of any Third Party;
- (D) Patents filings. All statements contained in any applications and correspondence with patent offices for the registration of the Patents were true and correct as of the date of such statement or correspondence;
- (E) Validity. Jean-Marie Saint-Remy and the IP Company shall covenant to use diligent and reasonable efforts to ensure that all Patents issued after the Commencement Date will be validly subsisting and enforceable when issued, and not to oppose, file third party observations or provoke any interference with the Patents;
- (F) No other Intellectual Property Rights. schedule 1 and schedule 2 set out a complete list of all patents, patent applications and inventions that are owned or controlled by the IP Company and/or Jean-Marie Saint-Remy as of the Commencement Date that are necessary or useful for the rights and licence to the Licensed Products granted to the Licensee under this Agreement; and no further rights of the IP Company or Jean-Marie Saint-Remy other than those granted to the Licensee under this Agreement are required for the development and commercialization of Licensed Products or other activities contemplated by this Agreement;
- (G) Third-Party claims. No claim or legal proceeding has been served on the IP Company, or to its knowledge threatened, by any person alleging (and to its knowledge there is no basis for any claim, whether or not asserted) that the exploitation of the Patents or the Know-how or the manufacture, sale, or use of any products; embodying the Patents or the Know-how (including any Licensed Products) violates or infringes, or has the potential to violate or infringe, any Intellectual Property Right of any Third Party; and there are no judgments or settlements against the IP Company or Jean-Marie Saint-Remy concerning the Patents or the Know-how;
- (H) Utility. To their knowledge, there is no other utility for the Licensed Products outside the Field.

7.2 Indemnity Licensee

The Licensee shall indemnify the IP Company against all Third-Party Claims that may be asserted against or suffered by it and which relate to:

- (A) the use by the Licensee or any of its Sub-Licensees of any of the Patents or Know-how; or
- (B) the development, manufacture, use, marketing, or sale of, or any other dealing in, any of the Licensed Products, by the Licensee or any of its sub-licensees, or subsequently by any customer or any other person, including claims based on product liability laws.

7.3 Exceptions to indemnity by the Licensee and indemnity by the IP Company

The indemnity given by the Licensee in Clause 7.2 shall not apply to the extent that the Third-Party Claim referred to in this Clause results from any fact or circumstance that constitutes a breach by the IP Company of any of its warranties, covenants or obligations under Clause 7.1. The IP Company and/or Jean-Marie Saint-Remy shall indemnify the Licensee against all Third-Party Claims that may be asserted against or suffered by them, to the extent that such Claims result from any fact or circumstance that constitutes a breach by the IP Company and/or Jean-Marie Saint-Remy of any of their warranties or obligations under Clause 7.1.

7.4 Conditions for indemnities

Any person seeking indemnification pursuant to Clause 7.2 or 7.3 (a 'Protected Party') shall provide prompt written notice to the indemnifying Party of the initiation of any action or proceeding that may reasonably lead to a claim for indemnification. Upon such notice, the indemnifying Party shall have the right to assume the defence and settlement of such action or proceeding, provided that it shall not settle any action or proceeding without the other Party's written consent. The other Party shall cooperate with the indemnifying Party in the defence of such claim. The indemnifying Party shall not be obligated to indemnify the Protected Party for any settlement or other payment of costs or expenses incurred without the written consent of the indemnifying Party.

7.5 Liability of Parties

- (A) To the extent that any Party has any liability in contract, tort, or otherwise under or in connection with this Agreement, including any liability for breach of warranty, its liability shall be limited in accordance with the following provisions of this Clause 7.5.
- (B) In no circumstances shall any Party be liable for any loss, damage, costs, or expenses of any nature whatsoever incurred or suffered by the other Party or its Affiliates that is (i) of an indirect, special, or consequential nature or (ii) any loss of profits, revenue, business opportunity, or goodwill.
- (C) Nothing in this Agreement excludes any person's liability to the extent that it may not be so excluded under applicable law, including any such liability for death or personal injury caused by that person's negligence, or liability for fraud.

8. Duration and termination

8.1 Commencement and termination by expiry.

This Agreement, and the licences granted hereunder, shall come into effect on the Commencement Date and, unless terminated earlier in accordance with Clause 8.2 shall continue in full force until the expiration of the last-to-expire Royalty Term, (such period being defined as the "Term").

8.2 Early termination

- (A) The Licensee may terminate this Agreement at any time on ninety (90) days' notice in writing to the IP Company.
- (B) Either Party may terminate this Agreement at any time by notice in writing to the other Party (the 'Other Party'), such notice to take effect as specified in the notice:
 - (1) if the Other Party is in breach of this Agreement and, in the case of a breach capable of remedy within ninety (90) days, the breach is not remedied within ninety (90) days of the Other Party receiving notice specifying the breach and requiring its remedy; or
 - (2) if (i) the Other Party becomes bankrupt, insolvent or unable to pay its debts as and when they become due, or (ii) an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or (iii) a liquidator, administrator, administrative receiver, receiver, or trustee is appointed in respect of the whole or any part of the Other Party's assets or business, or (iv) the Other Party makes any composition with its creditors, or (v) the Other Party ceases to continue its business, or (vi) as a result of debt and/or maladministration the Other Party takes or suffers any similar or analogous action in any jurisdiction.
- (C) The IP Company may terminate this Agreement by giving written notice to the Licensee, such termination to take effect forthwith or as otherwise stated in the notice, if the Licensee or its Affiliates commence legal proceedings, or assists any Third Party to commence legal proceedings, to challenge the validity of any of the Patents.

8.3 Consequences of termination

- (A) A Party's right of termination under this Agreement, and the exercise of any such right, shall be without prejudice to any other right or remedy (including any right to claim damages) that such Party may have in the event of a breach of contract or other default by the other Party.
- (B) In case there has not been any early termination according to Clause 8.2, this Agreement shall terminate on the expiration of the last-to-expire Royalty Term and on that date the licence granted hereunder shall terminate automatically by expiry.
- (C) Upon termination of this Agreement by the IP Company in accordance with Clause 8.2(B)(1) in case of a material breach by the Licensee (being the "Other

Party" in the meaning of that provision) as for instance a fraudulent action, or in accordance with Clause 8.2(C) :

- (1) the Licensee and its Sub-Licensees shall be entitled to sell, use, or otherwise dispose of (subject to payment of royalties under Clause 4) any unsold or unused stocks of the Licensed Products for a period of six months following the date of termination;
 - (2) subject to paragraph (1) above, the Licensee shall no longer be licensed to use or otherwise exploit in anyway, either directly or indirectly, the Patents, in so far and for as long as any of the Patents remains in force, or the Know-how;
 - (3) subject to paragraph (1) above, the Licensee shall consent to the cancellation of any formal licence granted to it, or of any registration of it in any register, in relation to any of the Patents;
 - (4) each Party shall return to the other or, at the other Party's request, destroy any documents or other materials that are in its or its sub-licensees' possession or under its or its sub-licensees' control and that contain the other Party's Confidential Information; and
 - (5) subject as provided in this Clause 8.3, and except in respect of any accrued rights, neither Party shall be under any further obligation to the other.
 - (6) the IP Company shall have a first option to acquire the Licensee's Intellectual Property Rights referred to in the first paragraph of Clause 6.6 in case of bankruptcy of the Licensee, or if the Licensee decides to sell such rights on their own.
- (D) Upon termination of this Agreement by the IP Company in accordance with Clause 8.2(B)(1) for other breaches by the Licensee than a material breach, the Parties shall appoint an arbitration tribunal under the CEPANI Rules of Arbitration. Unless the arbitration tribunal decides that the breach must be qualified as a 'material breach' (in which case Clause 8.3(C) shall apply), the tribunal may decide on any remedy but a termination of this Agreement. All rights and obligations of the Parties shall then continue in full force, besides the remedies decided by the arbitration tribunal.
- (E) Upon termination of this Agreement by the Licensee in accordance with Clause 8.2(B)(1) (the IP Company being the "Other Party" in the meaning of that provision), the license granted by the IP Company to the Licensee under Clause 2 and the undertaking to provide Know-how shall remain in full force and effect in accordance with their respective terms, and (i) any amounts payable by the Licensee to the IP Company pursuant to this Agreement shall be reduced with an amount in accordance with the damages for the Licensee to be determined by an arbitration tribunal under the CEPANI Rules of Arbitration, whereby the maximal damages will consist of a cancellation of the amounts that would otherwise have been payable to the IP Company under the terms of the Agreement during its Term and (ii) the IP Company has to repay 50% of the amounts already received from the Licensee.
- (F) Upon termination of this Agreement by the Licensee in accordance with Clause 8.2(B)(2) (the IP Company being the "Other Party" in the meaning of that provision), the license granted herein to the Licensee shall continue in full force and (ii) the Licensee shall have an option right to acquire the Patents¹ – within a

period of hundred and twenty (120) days from the notice of termination - under the conditions provided in Clause 6.5, even if the above referred hundred and twenty (120) days take place - totally or partially - in a period which is different from this referred to in Clause 6.5.

- (G) Upon termination of this Agreement for any reason the provisions of Clauses 1, 3, 6.1, 7.2 to 7.5, 8.3, 10.4 to 10.9 and 10.11 shall remain in force.

9. **Exercise of the option referred to in Clause 6.5**

When the written notice in which the option referred to in Clause 6.5 is exercised (the "Written Notice") is received by the IP Company, the Licensee automatically becomes the owner of the Patents¹ and the related Know-how (and of the related Intellectual Property Rights referred to in Clause 6.6 second paragraph, as the case may be). The transfer of ownership of the Patents shall be materialized by the signature of the patent assignment deed, which the Licensee and IP Company undertake to execute (schedule 3) immediately after the receipt of the Written Notice by the IP Company.

Both Parties shall then be relieved from all their obligations under this Agreement in relation with Patents¹, except, for the Licensee, the obligation to pay the purchase price (in accordance with Clause 6.5) and, for the IP Company, (i) the obligation to execute any necessary document evidencing the transfer of the full ownership of the Patents¹ and the related Know-How (and of the related Intellectual Property Rights referred to in Clause 6.6 second paragraph, as the case may be) according to Clause 6.5, and (ii) for the IP Company and Jean-Marie Saint-Remy the obligation to comply with article 6.6 as well as with the warranties provided under Clause 7. For the avoidance of doubt, (i) the licence on Patents² shall remain in full force ; (ii) if a Licensed Product falls within the scope of both a Valid Claim of any of the Patents¹ and of a Valid Claim of any of the Patents², no royalty shall be due to the IP Company for that Licensed Product in addition to the purchase price referred to in Clause 6.5.

Should the Licensee become bankrupt before it has paid the entire purchase price, the IP Company shall be allowed to claim the termination of the purchase ("condition résolutoire") and the full ownership of the Patents¹ and the related Know-how will return to the IP Company. The Parties undertake to execute such formal documents as may be necessary or appropriate for registration of the transfer of ownership of the Patents¹ with Patent Offices and other relevant authorities in particular territories. The Parties agree that in that case, the IP Company shall not refund the Licensee for the part of the purchase price already acquired by the IP Company.

10. **General**

10.1 **Force majeure**

Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

10.2 **Amendment**

This Agreement may only be amended in writing signed by duly authorized representatives of the IP Company and the Licensee.

10.3 **Assignment and Third-Party rights**

- (A) Subject to Clause 10.3(B) below, neither Party shall assign, mortgage, charge, or otherwise transfer any rights or obligations under this Agreement, nor any of the Patents or rights under the Patents or under the Know-how, without the prior written consent of the other Party.
- (B) The Licensee may assign and transfer all or part of its rights and obligations under this Agreement with any of its Affiliates

10.4 **Waiver**

No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

10.5 **Invalid clauses**

If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.

10.6 **Independent contractors**

The Parties are independent contractors and this Agreement shall not constitute or give rise to an agency, partnership or joint venture relationship among the Parties and each Party's performance hereunder is that of a separate, independent entity, and nothing in this Agreement shall be construed to give such Party the power or authority to act as agent for the other Party for any purpose, or to bind or commit the other Party in any way whatsoever.

10.7 **Interpretation. In this Agreement:**

- (A) the headings are used for convenience only and shall not affect its interpretation;

- (B) references to persons shall include incorporated and unincorporated persons; references to the singular include the plural and vice versa; and references to the masculine include the feminine;
- (C) references to Clauses and Schedules mean clauses of, and schedules to, this Agreement;
- (D) where the word 'including' is used it shall be understood as meaning 'including without limitation'; and
- (E) in relation to any warranty given under this Agreement, the phrase 'to its knowledge' shall mean to the actual knowledge of the employees of the Party making the warranty as of the Commencement Date and without any type of external investigation or search.

10.8 Notices

- (A) Any notice to be given under this Agreement shall be in writing and shall be sent by registered mail to the address of the relevant Party set out at the head of this Agreement, or to the relevant fax number set out below, or to such other address or fax number as that Party may from time to time notify to the other Party in accordance with this (Clause 10.8. The fax numbers of the Parties are as follows: the IP Company: +352 26 11 99 64 ; Licensee :+ 32 85 316561).
- (B) Notices sent as above shall be deemed to have been received three (3) working days after the day of posting (in the case of registered mail), or on the next working day after transmission (in the case of fax messages, but only if a transaction report is generated by the sender's fax machine recording a message from the recipients' fax machine, confirming that the fax was sent to the number indicated above and confirming that all pages were successfully transmitted).

10.9 Law and jurisdiction

The validity, construction, and performance of this Agreement shall be governed by Belgian law.

Any disputes arising out of or in relation with this Agreement shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those Rules.

10.10 Further action

Each Party agrees to execute, acknowledge, and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

10.11 Announcements

Neither Party shall make any press or other public announcement concerning any aspect of this Agreement, or make any use of the name of the other Party in connection with or in consequence of this Agreement, without the prior written consent of the other Party.

10.12 Entire agreement

This Agreement, including its Schedules, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements, or understandings between them relating to such subject matter.

Done on 23 November 2012, in three original copies, each party recognizing having received one original.

For and on behalf of ImNate SARL:

Jean-Marie Saint-Remy

.....*Paris Saint-Remy*.....
Title

Signed

For and on behalf of IMCYSE SA:

.....*Karsten De Wechter*.....
Print name

.....*Director*.....
Title

Signed

Taxioma S.à.r.l.

a company incorporated in Luxembourg, as
company number B 128.542 and whose
registered office is at 8041 Strassen (Grand
Duchy of Luxembourg), rue des Romains, 80

.....*Director*.....
Title

.....*Jean-Marie Saint-Remy*.....
Print name

.....*Director*.....
Title

Signed

For Taxioma S.à.r.l., Ingrid Hoolants

.....*Ingrid Hoolants*.....
Title

Signed
Taxioma SARL
80, rue des Romains
L-8041 Strassen

Jean-Marie Saint-Remy (for Clauses 6.6, 7, 9
and 10.9):

Signed

SCHEDULE 1: PATENTS1

WO2012069568 with publication date of May 31st, 2012 and as title "Immunogenic peptides for use in prevention and/or treatment of infectious diseases, autoimmune diseases, immune responses to allofactors, allergic diseases, tumors, graft rejection and immune responses against viral vectors used for gene therapy or gene vaccination", here included all regional and national patent applications and patents derived therefrom.

SCHEDULE 2 PATENTS2

WO 2012069572 with publication date of May 31st, 2012 and as title "Modulation of antigen immunogenicity by addition of epitopes recognized by NKT cells", here included all regional and national patent applications and patents derived therefrom.

SCHEDULE 3: PATENT ASSIGNMENT DEED

THIS DEED is made the [...] day of [DATE]

BETWEEN:

- (1) **ImNate SARL**, a company registered incorporated in Luxembourg, as company number B 128.542 and whose registered office is at 8041 Strassen (Grand Duchy of Luxembourg), rue des Romains, 65, hereinafter referred as the Assignor; and
- (3) **ImCyse SA**, a company incorporated in Belgium, as company number 0828 385 542 and whose registered office is at B-5000 Namur (Belgium), rue du Collège, 12, hereinafter referred as the Assignee;

Hereinafter referred together as the "Parties" or, individually, as the "Party".

WHEREAS :

- The Assignor is the owner of the patent application WO2012069568 with publication date of May 31st, 2012 and as title "Immunogenic peptides for use in prevention and/or treatment of infectious diseases, autoimmune diseases, immune responses to allofactors, allergic diseases, tumors, graft rejection and immune responses against viral vectors used for gene therapy or gene vaccination", here included all regional and national patent applications and patents derived therefrom.

and of [list the related patents granted or issued from that application, and any continuations, continuations in part, extensions, reissues, divisions, re-examination or renewal thereof and any patents, supplementary protection certificates, and similar rights that are based on or derive priority from the foregoing], and of [list all Intellectual Property Rights developed in the framework of article 6.6 of the Agreement] (hereafter the "Patents");

- The Parties entered into a patent and know-how licence agreement on [DATE] (hereafter the "Agreement");

- According to the Agreement the Assignee had an irrevocable, exclusive option to acquire by assignment the full ownership of the Patents;

- According to the Agreement the Assignee provided the Assignor with a written notice of its intention to exercise the option within the timeframe provided by the Agreement for exercising such option.

IT IS HEREBY AGREED AS FOLLOWS :

The Assignor hereby assigns to the Assignee with full title guarantee and free from encumbrances the Patents for the full term of such rights and all rights to claim priority from the Patents and file patent applications in respect of the inventions disclosed by the Patents, all rights to any continuations, continuations in part, divisions, extensions, amendments, conversions, reissues, re-examinations, renewals and restorations of the Patents, together with all accrued causes of action and any remedy in respect of any infringement of the Patents which has occurred prior to the date of this Deed, to hold the same to the Assignee, its successors and assigns absolutely.

The Assignee is hereby authorized to do all the necessary operations to obtain the registration of this transfer on registers at all the competent authorities.

IN WITNESS WHEREOF this Deed has been executed as a Deed and delivered the day and year first before written. This Deed has been executed in two originals, of which each Party acknowledges to have received one.

EXECUTED as a Deed
by ImNate SARL
acting by [...]

.....
[Function]

EXECUTED as a Deed
by ImCyse SA
acting by [...]

.....
[Function]