

This **SUBLICENSE AGREEMENT** (the "Agreement") effective as of October 10, 2018 (the "Effective Date") is entered into by and between WPD Pharmaceuticals, Sp. z o.o. ("WPD"), a Polish corporation, having a business address of ul. Żwirki i Wigury 101, 02-089 Warszawa and Animal Life Sciences, LLC ("ANIMAL"), a Nevada limited liability company, having a business address at 8200 Westglen Dr. Houston TX, 77063, WPD and ANIMAL are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to the License dated as of this 28 day of November, 2017 (the "Signing Date") by and between Wake Forest University Health Sciences, having its principal offices at Medical Center Boulevard, Winston-Salem, North Carolina 27157 ("WFUHS") WPD has obtained a license to research, develop, make, have made, use, offer to sell, sell, export and/or import and commercialize Licensed Products within the Licensed Territory for use within the Licensed Field under Patent Rights;

WHEREAS, ANIMAL wishes to obtain a sublicense from WPD to research and develop including submission of grant proposals and independent funding, apply for centralized, national or other marketing authorization, manufacture, have manufacture, use, export/import, offer to sell and/or sell the Licensed Products, and sublicense to other entities, under the Patent Rights in the Animal Health Field within the Sublicensed Territory;

WHEREAS, WPD and ANIMAL wish to share Development Data;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

Article I. DEFINITIONS

As used in this Agreement, the following terms have the meanings indicated:

- 1.1 "Additional Patents" has the meaning set forth in the WFUHS License Agreement.
- 1.2 "Agreement" means this Sublicense Agreement.
- 1.3 "Business Day" has the meaning set forth in the WFUHS License Agreement.
- 1.4 "Calendar Quarter" has the meaning set forth in the WFUHS License Agreement.
- 1.5 "Claims" has the meaning set forth in Section 9.1 of this Agreement.

- 1.6 “WPD” has the meaning set forth in the Header of this Agreement.
- 1.7 “Commercially Reasonable Development Efforts” has the meaning set forth in Section 2.2. of this Agreement.
- 1.8 “Development Data” has the meaning set forth in the WFUHS License Agreement.
- 1.9 “Development Deadline” has the meaning set forth in Section 2.2 of this Agreement.
- 1.10 “Effective Date” is as defined in the Header of this Agreement.
- 1.11 “First Commercial Sale” has the meaning set forth in the WFUHS License Agreement.
- 1.12 “Government” has the meaning set forth in Section 7.1 of this Agreement.
- 1.13 “WFUHS” means Wake Forest University Health Sciences, having its principal offices at Medical Center Boulevard, Winston-Salem, North Carolina 27157
- 1.14 “WFUHS License Agreement” is the License Agreement dated as of this 28 day of November, 2017 (the "Signing Date") by and between Wake Forest University Health Sciences, having its principal offices at Medical Center Boulevard, Winston-Salem, North Carolina 27157 ("WFUHS") and WPD, attached hereto as Exhibit A.
- 1.15 “Indemnified Party” has the meaning set forth in Section 9.1 of this Agreement.
- 1.16 “Indemnifying Party” has the meaning set forth in Section 9.1 of this Agreement.
- 1.17 “Laws” has the meaning set forth in the WFUHS License Agreement.
- 1.18 “Licensed Field” has the meaning set forth in the WFUHS License Agreement.
- 1.19 “Licensed Product” has the meaning set forth in the WFUHS License Agreement.
- 1.20 “Licensed Territory” has the meaning set forth in the WFUHS License Agreement.
- 1.21 “Losses” has the meaning set forth in Section 9.1 of this Agreement.
- 1.22 “Net Sales” has the meaning set forth in the WFUHS License Agreement.
- 1.23 “Notice of Release” has the meaning set forth in Section 5.3 of this Agreement.
- 1.24 “Parties” has the meaning in the Header of this Agreement.
- 1.25 “Party” has the meaning in the Header of this Agreement.
- 1.26 “Patent Rights” has the meaning set forth in the WFUHS License Agreement.

- 1.27 “Person” has the meaning set forth in the WFUHS License Agreement.
- 1.28 “Released Patents” has the meaning set forth in Section 5.3 of this Agreement.
- 1.29 “Release Period” has the meaning set forth in Section 5.3 of this Agreement
- 1.30 “Sublicensed Field” means the use of the Licensed Product for the treatment of animals, treatment of humans is excluded..
- 1.31 “Sublicense Maintenance Fee” has the meaning set forth in Section 5.1 of this Agreement.
- 1.32 “Sublicensed Territory” means the world.
- 1.33 “Third Party” means a Person or entity other than WPD or ANIMAL or any of their respective affiliates.
- 1.34 “Third Party Indemnity Claim” has the meaning set forth in the WFUHS License Agreement.

Article II. SUBLICENSE

2.1 Subject to the terms and conditions of this Agreement, WPD hereby grants to ANIMAL an exclusive sublicense even as to WPD under the Patent Rights to research and develop including submission of grant proposals and independent funding, apply for centralized, national or other marketing authorization,, manufacture, have manufactured, use, import, offer to sell and/or sell Licensed Products, and sublicense to other entities, within the Sublicensed Territory for use within the Sublicensed Field. The Parties agree that the scope of the license rights granted pursuant to this Sublicense Agreement do not exceed the scope of rights conferred to WPD pursuant to the WFUHS License Agreement and such sublicense rights are subject to any and all restrictions and limitations set out therein.

2.2 ANIMAL hereby agrees that it must use Commercially Reasonable Development Efforts to develop and commercialize Licensed Products in the Sublicensed Territory within the Sublicensed Field within 5 years of the completion of any Phase II clinical study of the Licensed Product, regardless of the party (including any Third Party) conducting such study (the “Development Deadline”). For the avoidance of doubt, ANIMAL shall have no obligation to conduct any clinical studies of the Licensed Product. In the event that ANIMAL fails to use Commercially Reasonable Development Efforts to develop a Licensed Product by the Development Deadline, WPD shall have the right to terminate this Agreement pursuant to the terms specified in Section 6.1.

2.3 Upon request by WPD, ANIMAL hereby agrees to provide WPD with any documentation including reports and attachments submitted to the regulatory authorities and organizations listed below and reports on all animal tests and monthly report on the status of tests, and immediate information concerning safety issues.

2.4 WPD has a right to use provided information for use on WPD's own development and to present this information to regulatory authorities, in particular for the registration of clinical trials, drug registration or reimbursement.

2.5 WPD has a right to use ANIMAL'S confidential information obtained within the scope of this licence agreement in order to present to the researchers, an ethics committee and other organization or person necessary for the registration and conduct of clinical trials, drug registration or reimbursement.

2.6 Notwithstanding the rights and licenses granted in Article 2.1, ANIMAL's right and license is subject to WPD's retained right to make, have made and use Licensed Products and practice the Patent Rights, in each case solely for WPD's own non-commercial educational, academic, and research purposes, including the right to collaborate with other commercial, or non-commercial entities.

2.7 The definition of "Patent Rights" and all rights and licenses granted by WPD to ANIMAL pursuant to this Agreement with respect to Patent Rights shall automatically include WPD's interest in any and all patents and patent applications that disclose or claim any Improvement

Article III. PATENT PROSECUTION

1a. The filing and prosecution of the U.S. and foreign patent applications and maintenance of all U.S. and foreign patents within the Patent Rights will be managed by WPD using patent counsel selected by ANIMAL but reasonably acceptable to WPD. WPD (or its counsel) will give ANIMAL reasonable opportunities (but no obligation) to advise WPD in such filing, prosecution and maintenance. Without limiting the foregoing, WPD(or its counsel) shall provide ANIMAL with copies of all documents received any patent office with respect to the Patent Rights and with copies of all draft documents prepared by or on behalf of WPD relating to the Patent Rights sufficiently in advance of any deadline to provide ANIMAL with a reasonable opportunity to review and comment thereon. WPD shall incorporate all such reasonable comments, shall include any claims reasonably requested by ANIMAL, and shall file and prosecute patent applications in foreign countries requested by ANIMAL. Without limiting the foregoing, with respect to any invention or discovery that would otherwise be an Improvement or Option Invention but for the fact that its practice is only partially covered by the scope of the Patent Rights listed on Exhibit A (which shall be deemed to include all actual (for patent families with no pending applications) and hypothetical claims (for patent families that have a pending application) that are supported by the specifications or originally filed claims of such Patent Rights), to the extent possible under applicable laws governing the prosecution and maintenance

of patents, WPD shall file two patent applications on such invention or discovery, one of which will qualify as an Improvement or Option Invention (on account of having claims that are completely covered by the scope of the Patent Rights listed on Exhibit A (which is an attachment to WHUS Licence Agreement). ANIMAL shall have all rights set forth in this Agreement with respect to all such patent applications (and resulting patents) that qualify as Improvements or Option Inventions.

1 b. "Improvement" means any invention or discovery (a) the practice of which is completely covered by the scope of the Patent Rights listed on Exhibit A (which shall be deemed to include all actual (for patent families with no pending applications) and hypothetical claims (for patent families that have a pending application) that are supported by the specifications or originally filed claims of such Patent Rights), (b) may include inventors employed by entities other than WPD, (c) that is Controlled by WPD and (d) that is invented or discovered (as demonstrated by an invention disclosure report or the inventor's laboratory notebooks or other competent evidence) within five (5) years after the Effective Date.

1 c. "Option Invention" means:

(i) any invention or discovery (other than an Improvement) (a) in the Licensed Field, (b) may include inventors employed by entities other than WPD, (c) that is Controlled by WPD and (d) that is invented or discovered (as demonstrated by an invention disclosure report or the inventor's laboratory notebooks or other competent evidence) within five (5) years after the Effective Date;

or

(ii) any invention or discovery (a) the practice of which is completely covered by the scope of the Patent Rights listed on Exhibit A (which shall be deemed to include all actual (for patent families with no pending applications) and hypothetical claims (for patent families that have a pending application) that are supported by the specifications or originally filed claims of such Patent Rights), (ii) may include inventors employed by entities other than WPD, (b) that is Controlled by WPD and (c) that is invented or discovered (as demonstrated by an invention disclosure report or the inventor's laboratory notebooks or other competent evidence) within five (5) years after the Effective Date.

Article IV. INFORMATION

3.1 Upon the request by WPD, ANIMAL shall furnish WPD with written reports summarizing the Commercially Reasonable Development Efforts and progress of the research and development and all efforts to develop and/or commercialize a Licensed Product in the Sublicensed Territory within the Sublicensed Field. Such reports shall include, without limitation, a full financial report of the expenditures made by ANIMAL relative to its claimed Commercially Reasonable Development Efforts. WPD shall have the right to inspect the books and records of ANIMAL that support such claimed Commercially Reasonable Development Efforts. The requests by WPD hereunder shall not be made more than one (1) time per quarter during the term of this Agreement.

Article V. COMPENSATION

4.1 In consideration for the rights granted hereunder, upon the effective date, ANIMAL shall issue to WPD membership interests representing 7.14% of the total membership interests of ANIMAL upon the execution of this Agreement..

4.2 As additional consideration for the rights granted hereunder, during the Term, to the extent WPD is required to make any payments to WFUHS pursuant to the WFUHS License Agreement as a result of this Agreement, ANIMAL shall be required to advance WPD such payments upon demand by WPD and an accounting showing the calculations for such payments.

Article VI. MAINTENANCE

5.1 Pursuant to Section 6.1 of the WFUHS Agreement, WPD shall be responsible for the prosecution and maintenance of the Patent Rights, subject to Section 5.2 of this Sublicense Agreement.

5.2 ANIMAL shall consult with WPD in the event that ANIMAL determines that any Additional Patents in the Sublicensed Territory should be filed. Should WPD and ANIMAL agree that an Additional Patent covering an invention in the Sublicensed Field shall be filed, then ANIMAL, working with its preferred counsel, and with the reasonable assistance of WPD (and with WPD at all times subject to the terms of the WFUHS License Agreement), will prepare and file appropriate patent applications. In such instance, ANIMAL shall be responsible for all costs of searching, preparing, filing, prosecuting and maintaining the Additional Patents in the Sublicensed Territories. For purposes of clarity only, (i) ANIMAL shall not be responsible for any part of the Maintenance Fee, as that term is defined in the WFUHS License Agreement, and (ii) ANIMAL shall not be responsible for any other costs specified under Article VI of the WFUHS License Agreement unless such costs are specifically assigned to it under the terms of this Article VI of this Sublicense Agreement. ANIMAL shall consult with WPD regarding any and all prosecution and maintenance issues, including, without limitation, any rejection, office action, inquiry, opposition, re-examination, reissue or pre-grant or post-grant proceeding conducted by any patent office or similar agency or initiated by any Third Party. WPD shall be responsible for executing documents required in connection with such prosecution or maintenance efforts, subject to prior consultation with WPD.

5.3 ANIMAL will (i) consult with and keep WPD fully informed of the status of any patent application or patent related to the Patent Rights in the Sublicensed Territory; (ii) provide WPD with a copy of any patent applications and Additional Patents it deems to be licensed under this Agreement; and (iii) provide copies of all documents prepared by prosecution counsel for submission to governmental patent offices to WPD for review and comment prior to filing. ANIMAL will not abandon any Patent Right or other patent application or patent licensed to ANIMAL under this Agreement without first providing three (3) months (the "Release Period")

advanced written notice to WPD ("Notice of Release") identifying each patent or patent application to be abandoned ("Released Patents"). ANIMAL shall be obligated to continue to file, prosecute, and maintain Released Patents during the Release Period. After the expiration of the Release Period, ANIMAL shall have no further obligation to continue to file, prosecute and maintain such Released Patents; and such Released Patents shall cease to be included in the Patent Rights under this Agreement; and ANIMAL shall have no further right under such Released Patent. The Parties agree that they share a common legal interest to obtain valid enforceable patents and that each party will maintain as privileged all information received pursuant to this Section.

Article VII. TERM AND TERMINATION

6.1 This Agreement shall commence as of the Effective Date and shall expire upon termination of the WFUHS Agreement unless this Agreement is earlier terminated pursuant to the terms of this Agreement ("Term").

6.2 WPD may terminate this Agreement by delivering a written notice of termination to ANIMAL in the event that ANIMAL fails to exercise Commercially Reasonable Development Efforts as specified in this Agreement. In such instance, WPD must deliver the written notice of termination to ANIMAL within sixty (60) days following the last date upon which ANIMAL may provide WPD evidence of its having exercised Commercially Reasonable Development Efforts by the Development Deadline. In the event that WPD fails to deliver a written notice of termination pursuant to this Section this Agreement shall continue in force regardless of any failure by ANIMAL to put forth Commercially Reasonable Development Efforts.

6.3 Either Party may terminate this Agreement in the following circumstances: (i) If a Party believes that the other Party is in material breach of this Agreement, the non-breaching party may deliver a written notice of such material breach to the other party, such notice to describe in detail the nature of such breach. The allegedly breaching party shall have 60 days from receipt of such notice to cure such breach. Any such termination shall become effective at the end of such 60-day period unless the breaching party has cured any such breach prior to the expiration of such period; or (ii) this agreement may be terminated by a Party upon written notice to the other Party in the event the other party becomes insolvent or if a petition in bankruptcy or for corporate reorganization or for any similar relief is filed by or against the other Party, or a receiver is appointed with respect to any assets of the other Party, or a liquidation proceeding is commenced by or against the other Party.

6.4 If this Agreement expires upon termination of the WFUHS Agreement, all rights granted by WPD to ANIMAL hereunder shall revert to WPD or otherwise cease.

6.5 If this Agreement is terminated in its entirety by WPD pursuant to Section 6.2 or 6.3 all rights granted by WPD to ANIMAL hereunder shall revert to WPD, and upon WPD's written request ANIMAL shall grant WPD a royalty free non-exclusive license to all ANIMAL know-how and patents and trademarks (if any) related to Licensed Products, including the

transfer of all Development Data, documentation and regulatory filings and registrations, and full rights therein, free of costs to WPD.

6.6 If this Agreement is terminated in its entirety by ANIMAL pursuant to Section 6.3 all rights granted by WPD to ANIMAL hereunder shall revert to WPD. Further, upon WPD's written request ANIMAL shall grant WPD a royalty free non-exclusive license to all ANIMAL know-how and patents and trademarks (if any) related to Licensed Products, including the transfer of all Development Data, documentation and regulatory filings and registrations, and full rights therein subject to the Parties agreeing on appropriate consideration to ANIMAL for such license.

Article VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Except for the rights of WFUHS and the Government of the United States of America ("Government") as set forth below and except as may otherwise be set forth in this Agreement, WPD represents and warrants that

(a) WPD is the exclusive licensee of the Patent Rights and is entitled to grant the rights and licenses specified herein, subject to the terms and conditions of the WFUHS License Agreement;

(b) WPD has not entered into any agreement granting any rights, interest or claim in or to any Patent Rights, if any, to any Third Party that conflicts with the rights granted to ANIMAL pursuant to this Agreement;

(c) to WPD's knowledge, the patents encompassed by the Patent Rights are, or upon issuance will be, valid, and enforceable patents and no Third Party is infringing any such Patent Rights or has challenged the scope, validity, or enforceability of such patents or Patent Rights;

(d) WPD's will consult with and keep ANIMAL fully informed of the status of any patent application or patent related to the Patent Rights.

(e) WPD's will provide ANIMAL with all safety data obtained during WPD's Commercially Reasonable Development Efforts especially Suspected Unexpected Serious Adverse Reaction.

7.2 ANIMAL understands that the Patent Rights may have been developed under a funding agreement with the Government and, if so, that the Government may have certain rights relative thereto. This Agreement is explicitly made subject to the Government's rights under any such agreement and any applicable law or regulation. To the extent that there is a conflict between any such agreement, applicable law or regulation and this Agreement, the terms of such Government agreement, applicable law or regulation shall prevail. WPD agrees that Licensed Products used or sold in the United States, to the extent such Licensed Products were developed under a funding agreement with the Government, will be manufactured substantially in the United States, unless a written waiver is obtained in advance from the Government. WPD will

promptly advise ANIMAL if such a written waiver is requested and/or obtained.

7.3 ANIMAL, by execution hereof, acknowledges, covenants and agrees that ANIMAL has not been induced in any way by WPD or employees thereof to enter into this Agreement, and further represents that ANIMAL is entering into this Agreement voluntarily.

7.4 Each Party represents and warrants that:

(a) it is duly organized and validly existing under the Laws of its state of incorporation, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the person executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action;

(c) this Agreement is legally binding upon it and enforceable in accordance with its terms; that the execution, delivery and performance of this Agreement by it does not conflict with any Agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any governmental entity having jurisdiction over it; and

(d) it has not granted, and will not grant during the term of the Agreement, any right to any Third Party that would conflict with the rights granted to the other Party hereunder; that it has (or will have at the time performance is due) maintained, and will maintain, and keep in full force and effect, all agreements, permits and licenses necessary to perform its obligations hereunder; and in complying with the terms and conditions of this Agreement and carrying out any obligations hereunder, it will comply (and it will ensure that its subcontractor's comply) with all applicable laws, regulations, ordinances, statutes, and decrees or proclamations of all governmental entities having jurisdiction over such Party.

7.5 ANIMAL represents that if within 12 months of the Effective Date ANIMAL is party to any merger, share acquisition or other combination transaction, the membership interests issued to WPD will represent no less than 3.15% on a fully diluted basis of the surviving entity.

Article IX. INFRINGEMENT BY THIRD PARTIES

8.1 If either WPD or ANIMAL becomes aware of any infringement or potential infringement of the Patent Rights, each shall promptly notify the other of such in writing. ANIMAL, at its expense, shall have the first right to enforce any Patent Rights in the Sublicensed Territory exclusively licensed hereunder against infringement by Third Parties within the Sublicensed Field. With respect to infringement of the Patent Rights within the Sublicensed Field and/or Sublicensed Territory, if ANIMAL does not file suit against a substantial infringer or take alternative action reasonably acceptable to WPD to end such infringement in the Sublicensed Field and/or Sublicensed Territory, within three (3) months of its actual knowledge thereof, then, provided that such infringement is still on going, WPD may, at its sole discretion, enforce the Patent Rights against such infringement in the Sublicensed

Territory and/or Sublicensed Field. The enforcing party shall be solely entitled to retain any and all recovery. Recoveries from any such enforcement in the Sublicensed Territory and/or Sublicensed Field shall be solely distributed to the enforcing party.

8.2 As between the Parties, WPD shall have the sole and exclusive right, at its sole discretion, to enforce any Patent Rights against infringement by Third Parties outside the Sublicensed Territory and/or Sublicensed Field.

8.3 In any suit or dispute involving an infringer, the Parties agree to cooperate fully with each other. At the request and expense of the enforcing party, the other Party will permit access during regular business hours, to all reasonably relevant personnel, records, papers, information, samples, specimens, and the like in its possession.

Article X. INDEMNITY

9.1 Each Party (the "Indemnifying Party") hereby agrees to indemnify and hold harmless the other Party and its officers, directors, employees, consultants, contractors, sublicensees and agents (collectively, the "Indemnified Party") from and against any and all losses, damages and other amounts payable to a claimant, as well as reasonable attorneys' fees and costs (collectively, "Losses"), to the extent resulting from claims, suits, proceedings or causes of action ("Claims") brought by a Third Party against the Indemnified Party based on or arising from: (a) breach of any representation or warranty or covenant or other agreement by the indemnifying party contained in this Agreement, or (b) negligence, recklessness or willful misconduct by such Indemnifying Party.

9.2 In the event that any third party asserts a claim with respect to any matter for which the Indemnified Party is entitled to indemnification hereunder (a "Third-Party Indemnity Claim"), then the Indemnified Party shall promptly notify the Indemnifying Party thereof, *provided, however*, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then, only to the extent that) the Indemnifying Party is prejudiced thereby. The Indemnifying Party shall have the right, exercisable by notice to the Indemnified Party within ten days of receipt of notice from the Indemnified Party of the commencement of or assertion of any Third-Party Indemnity Claim, to control the defense, settlement, appeal or other disposition of the Third-Party Indemnity Claim with counsel reasonably acceptable to the Indemnified Party; provided that, the Indemnified Party will have the right to participate jointly therein and provided, further, that if the Indemnifying Party fails to take reasonable steps necessary to defend such Third-Party Indemnity Claim, the Indemnified Party may assume its own defense and the Indemnifying Party will be liable for the reasonable costs and expenses in connection therewith. The Indemnifying Party will not settle any Third-Party Indemnity Claim except: (i) with the approval of the Indemnified Party, which approval shall not be unreasonably withheld or delayed and (ii) with respect to any Third-Party Indemnity Claim relating solely to the payment of money damages and which could not result in the Indemnified Party's becoming subject to injunctive or other equitable relief or otherwise adversely affect the business of the Indemnified Party in any manner, and as to which the Indemnifying Party shall have acknowledged in writing the obligation to indemnify the Indemnified Party hereunder; provided, that the Indemnifying Party shall provide reasonable evidence of its ability to pay any damages

claimed and with respect to any such settlement shall obtain the written release of the Indemnified Party from the Third-Party Indemnity Claim. The Indemnifying Party shall obtain the written consent of the Indemnified Party prior to ceasing to defend, settling or otherwise disposing of any Third-Party Indemnity Claim if as a result thereof the Indemnified Party would become subject to injunctive or other equitable relief or the business of the Indemnified Party would be adversely affected in any manner.

IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY MULTIPLIED OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, PROVIDED, HOWEVER, THAT THIS LIMITATION WILL NOT REDUCE OR AFFECT EITHER PARTY'S OBLIGATIONS TO INDEMNIFY THE OTHER AGAINST THIRD-PARTY INDEMNITY CLAIMS.

Article XI. CONFIDENTIALITY

10.1 The Parties shall negotiate in good faith and enter into a separate Non-Disclosure Agreement no later than thirty (30) calendar days after the Effective Date and this Agreement, including, the terms, conditions, duties and responsibilities under this Agreement shall be made subject to such Non-Disclosure Agreement. Notwithstanding anything to the contrary as may be set forth in this Section 10.1, except where disclosure is required by law or upon the non-disclosing party's written consent, the Parties agree that the terms and conditions of this Agreement and the Patent Rights that comprise non-published patent applications shall remain confidential as between the Parties and shall not be disclosed by either party to any Third Party, except as otherwise permitted herein. For clarity, the terms of this Agreement may be disclosed to WFUHS in accord with the terms and conditions set forth in the WFUHS License Agreement.

Article XII. MISCELLANEOUS

11.1 The Parties shall execute and deliver any and all additional papers, documents, and other instruments and shall do any and all further acts and things reasonably necessary, if any, in connection with the performance of its obligation hereunder to carry out the intent of this Agreement.

11.2 This Agreement, including exhibits and schedules (if any) contains the entire understanding of the Parties, and supersedes all prior agreements and understandings between the Parties. This Agreement may be amended only by a written instrument signed by the Parties.

11.3 The waiver by any Party of any terms or condition of this Agreement, or any part hereof, shall not be deemed a waiver of any other term or condition of this Agreement, or of any later breach of this Agreement.

11.4 Any notice required by this Agreement will be given by personal delivery (including delivery by reputable messenger services such as Federal Express) or by prepaid, first class, certified mail, return receipt requested, addressed to:

If to WPD:

WPD Pharmaceuticals sp. z o.o
, Attention: CEO
ul. Żwirki i Wigury 101,
02-089 Warszawa, Poland

If to ANIMAL:

ANIMAL
Attention: CEO
.....
.....

11.5 This Agreement may be executed in counterparts, all of which together shall constitute a single agreement.

11.6 This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Texas.

11.7 If any provision of this Agreement or application thereof to anyone is adjudicated to be invalid or unenforceable, such invalidity or unenforceability shall not affect any provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application, and shall not invalidate or render unenforceable such provision or application. Further, the judicial or other competent authority making such determination shall have the power to limit, construe or reduce the duration, scope, activity and/or area of such provision, and/or delete specific words or phrases as necessary to render, such provision enforceable.

11.8 The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. The Exhibits (if any) to this Agreement are incorporated herein by reference and will be deemed a part of this Agreement. Unless otherwise expressly provided herein or the context of this Agreement otherwise requires, (a) words of any gender include each other gender, (b) words such as "herein", "hereof", and "hereunder" refer to this Agreement as a whole and not merely to the particular provision in which such words appear, (c) words using the singular will include the plural, and vice versa, (d) the words "include," "includes" and "including" will be deemed to be followed by the phrase "but not limited to", "without limitation", "inter alia" or words of similar import, (e) the word "or" will be deemed to include the word "and" (e.g., "and/or") and (f) references to "ARTICLE," "Section," "subsection", "clause" or other subdivision, or to a Schedule or Exhibit, without reference to a document are to the specified provision, Schedule or Exhibit of this Agreement. This Agreement will be construed as if it were drafted jointly by the Parties and shall not be strictly construed against either Party.

11.9 Except for the payment of any amount due hereunder (other than any amount disputed in good faith), neither Party shall be liable to the other for any failure or delay in the fulfillment of its obligations under this Agreement, when any such failure or delay is caused by fire, flood, earthquakes, locusts, explosions, sabotage, terrorism, lack of adequate raw materials (caused by matters beyond the reasonable control of the performing Party), civil commotions, riots, invasions, wars, peril of the sea, acts, restraints, requisitions, regulations, or directions of government authorities (caused by matters beyond the reasonable control of the performing Party), acts of God, or any similar cause beyond the reasonable control of the performing Party (each, a "Force Majeure Event"). In the event that either Party is prevented from discharging its obligations under this Agreement on account of a Force Majeure Event, the performing Party will notify the other Party forthwith, and will nevertheless make every endeavor, in the utmost good faith, to discharge its obligations, even if in a partial or compromised manner. For clarity,

a Force Majeure Event shall not excuse a Party from its obligation to pay any money due hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives with full right, power and authority to enter into and perform under this Agreement.

ANIMAL LIFE SCIENCES, LLC

By: "Hughes Watler"
Hughes Watler, CEO

Date: 10/29/18

WPD Pharmaceuticals SP. z o.o.

By: "Mariusz Olejniczak"
Mariusz Olejniczak

Date: OCTOBER 10, 2018

PREZES ZARZADU

Mariusz Olejniczak
WPD Pharmaceuticals Sp. z o.o.
ul. Żwirki i Wigury 101. 02-089 Warszawa
NIP: 5252721500. KRS: 0000693186
XII Wydział Gospodarczy KRS w Warszawie