

LICENSE AGREEMENT

This License Agreement (the “**Agreement**”) dated as of this 28th 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 Pharmaceuticals sp. z o.o. having its principal offices at ul. Wierzbowa 9/11, 00-094 Warsaw, Poland (“**WPD**”).

WHEREAS, WFUHS possesses certain Patent Rights (as hereinafter defined) in respect of certain inventions made and developed by employees of WFUHS; and

WHEREAS, WPD is interested in obtaining an exclusive license to such Patent Rights, and

WHEREAS, WFUHS is willing to grant such a license to WPD to its rights in the Patent Rights subject to the terms and conditions set forth herein;

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

1. Definitions

For all purposes of this Agreement the following terms, whether used in the singular or plural, will have the meanings specified below:

1.1 “**Affiliate**” means any corporation or entity that controls, is controlled by, or is under common control with WPD or WFUHS, as applicable. A corporation or other entity shall be regarded as “in control” of or “controlled by” another corporation or entity if (i) it owns or directly or indirectly controls more than fifty percent (50%) of the voting stock or other ownership interest of the other corporation or entity, or (ii) it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity or (iii) it possesses the power to elect or appoint fifty percent (50%) or more of the members of the governing body of the corporation or other entity. Additionally, Houston Pharmaceuticals, Inc. shall be deemed to be an Affiliate of WPD for the purposes of this Agreement, irrespective as to whether it satisfies the criteria set forth in (i)-(iii) above.

1.2 “**Controlled**” means, with respect to the grant of a particular right, license or option under any particular intellectual property right, the possession by the party granting the applicable right, license or option of the power and authority, whether arising by ownership, license, or other authorization, to grant such right, license or option, as applicable, to such other party without violation of the terms of any agreement with any Third Party then in existence.

1.3 “**Effective Date**” has the meaning given to it in Article 9.1.

1.4 “**Field**” means all fields of use, expressly including human and veterinary therapeutic and diagnostic uses, and research and development uses.

1.5 **"First Commercial Sale"** means the first sale of a Licensed Product in a particular country by WPD or its Affiliate or Sublicensee to an independent Third Party after receipt of all regulatory approvals required to sell such Licensed Product in such country.

1.6 **"Grant Application"** means an application for a grant to fund the creation and later commercialization of an innovative treatment for glioblastoma, which application is tentatively entitled "WPD001" and which application will be submitted by WPD under the Polish law known as Action 1.1. "R&D Projects of Enterprises", Subaction 1.1.1 "Industrial research and development works implemented by enterprises" within Priority Axis I "Support in R&D works conducted by enterprises" Operational Programme Intelligent Development 2014-2020.

1.7 **"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) the inventors of which (i) do not include any persons employed by WFUHS other than Waldemar Debinski or one or more persons working under his direct supervision and (ii) may include inventors employed by entities other than WFUHS, (c) that is Controlled by WFUHS 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.

1.8 **"Licensed Product"** means (a) any product or process which is covered (in whole or in part) by a Valid Claim contained in the Patent Rights in the country in which such product or process is made, used, sold, imported, offered for sale or transferred; (b) any product which is produced or manufactured using a process which is covered by a Valid Claim contained in the Patent Rights in the country in which such product is made, used, sold, imported, offered for sale or transferred; or (c) any product or process the use of which is covered by a Valid Claim contained in the Patent Rights in the country in which such product or process is made, used, sold, imported, offered for sale or transferred.

1.9 **"Major Market"** means any of the following the United States, United Kingdom, Germany, France, Italy, and Spain.

1.10 **"Maintenance Payment"** has the meaning given to it in Article 3.3.

1.11 **"Net Sales"** means WPD's, its Affiliates, and their respective Sublicensees' gross receipts for the sale, lease or other transfer of Licensed Products to any independent Third Party in a country where such Licensed Product or its manufacture or use is covered by a Valid Claim within the Patent Rights in such country, less:

- a) actual credits or allowances for returned, rejected or recalled Licensed Product only in amounts customary in the trade;
- b) the amounts of actual discounts, chargebacks, retroactive price reductions and rebates only in amounts customary in the trade;
- c) all outbound freight, shipping, insurance and Third-Party handling charges actually paid by WPD, its Affiliates, or their respective Sublicensees directly on Licensed Products only in amounts customary in the trade;

- d) sales taxes, excise taxes and import/export duties or other governmental charges actually paid by WPD, its Affiliates, or their respective Sublicensees directly on Licensed Products only; and
- e) amounts that are written off as non-collectible after WPD's, its Affiliates', or their respective Sublicensees' commercially reasonable efforts to collect such amounts, exclusive of the cost of collections.

1.11.1 No deductions may be made from the gross receipts for (i) commissions paid to individuals for the sale of Licensed Products whether they are independent sales agents or regularly employed by, WPD, its Affiliates, or their respective Sublicensees, or (ii) for any other cost incurred in the manufacture, marketing, sale, distribution, shipment, promotion, advertisement, exploitation or commercialization of Licensed Products that is not explicitly included in subsections (a)-(e) above in this Article 1.11.

1.11.2 Licensed Products will be considered "sold", "leased" or "otherwise transferred" for the purpose of this definition when billed out, or invoiced, by WPD, its Affiliates, or their respective Sublicensees to an independent Third Party, whichever comes first.

1.11.3 If Licensed Products are sold by WPD or its Affiliates or any Sublicensee as part of a bundle with other products, or as part of a packaged arrangement that includes a Licensed Product, then for the purpose of determining Net Sales, neither WPD or its Affiliates or any Sublicensee may disproportionately discount the selling price of the Licensed Product as compared with the weighted-average discount applied to the other products, calculated as a percent of the respective list prices (or if not available, a good faith estimate thereof) of such products and the Licensed Product prior to applying the discount.

1.11.4 Reasonable quantities of Licensed Product that are provided without charge or without profit in connection with research and development, clinical trials, compassionate use, humanitarian and charitable donations, indigent programs or for use as samples will be excluded from the computation of Net Sales.

1.11.5 Sales of Licensed Products by WPD to any WPD Affiliate or Sublicensee or by any Sublicensee to WPD or a WPD Affiliate or other Sublicensee which is a reseller thereof shall be excluded from calculating Net Sales (unless such sales are the last sale in the distribution chain of the Licensed Product), and only the subsequent sale of such Licensed Product by such selling party to an independent Third Party shall be included in Net Sales hereunder.

1.11.6 For a product that contains a Licensed Product and at least one other therapeutically active ingredient that is not a Licensed Product (a "Combination Product"), the Net Sales shall be determined by multiplying the actual Net Sales of the Combination Product by the

fraction $A/(A+B)$ where A is the actual average invoice price (on a per unit basis) of the Licensed Product that is part of the Combination Product in the relevant country, if sold separately, and B is the sum of the actual average of the invoice prices (on a per unit basis) of the other therapeutically active ingredients that are part of the Combination Product in the relevant country, if such other therapeutically active ingredients are sold separately. If the other therapeutically active ingredients are not sold separately, then the Net Sales shall be determined by multiplying the actual Net Sales by the fraction A/C where A is the actual average invoice price (on a per unit basis) of the Licensed Product that is part of the Combination Product in the relevant country, if sold separately, and C is the actual average invoice price (on a per unit basis) of the Combination Product in the relevant country. If neither of the foregoing applies, then WPD shall determine the Net Sales of the Combination Product in good faith based on the respective values of the Licensed Product and other therapeutically active ingredients in such Combination Product. If WFUHS objects to WPD's "good faith" determination, the parties will agree upon a suitable mediation process as a means of agreeing upon a Net Sales figure for such products.

1.12 "Notification Invention" means any invention or discovery that WFUHS has the right to disclose to WPD that (a) would otherwise be an Improvement or an Option Invention but for the fact that WFUHS does not, at the time in question, have the right to grant a license or option, respectively, to such invention or discovery; or (b) is not an Improvement or an Option Invention but is invented or discovered (whether solely or jointly) by Waldemar Debinski or one or more persons working under his direct supervision within five (5) years after the Effective Date (as demonstrated by an invention disclosure report or the inventor's laboratory notebooks or other competent evidence).

1.13 "Option Field" means any invention or discovery (a) for the diagnosis or treatment of brain, pancreatic or skin cancer or (b) that is a composition or method known by WFUHS before patent filing (including through the invention disclosure report or other information provided to or learned by WFUHS in connection with its invention assessment) to be or to involve a molecule that targets or binds to the IL-13 receptor subunit α 2 or the EphA2 receptor, whether alone, connected to a payload such as a radioisotope or cytotoxic molecule, or used in combination with other targeted products or services.

1.14 "Option Invention" means:

- (i) any invention or discovery (other than an Improvement) (a) in the Option Field, (b) the inventors of which (i) do not include [REDACTED] and (ii) may include inventors employed by entities other than WFUHS, (c) that is Controlled by WFUHS 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

[Redacted: Personal Information]

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) the inventors of which (i) include [REDACTED] and (ii) may include inventors employed by entities other than WFUHS, (c) that is Controlled by WFUHS 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.

[Redacted: Personal Information]

1.15 "Outside Date" has the meaning given to it in Article 5.2.

1.16 "Patent Rights" means WFUHS's interest in (a) those U.S. and non-U.S. patents and patent applications that (i) are listed on Exhibit A hereto or (ii) disclose or claim an Improvement, (b) any patent applications or patents claiming priority to such patents or patent applications, including, but not limited to, any continuations, continuations-in-part, or divisions, of any of the foregoing patent applications or patents, (c) any foreign equivalent of any of the foregoing patent applications or patents, (d) any patent that issues from any of the foregoing patent applications or patents, and (e) any reexaminations, reissues, substitutes, renewals, extensions or supplementary protection certificates of any of the foregoing patents. For clarity, if WFUHS and any other Third Party enter into an agreement that permits WFUHS to grant licenses under such Third Party's interest in any Patent Rights that are co-owned by WFUHS and such Third Party, then "Patent Rights" shall include both WFUHS's interest and such Third Party's interest in such patents and patent applications.

1.17 "Product Period" has the meaning given to it in Article 11.3.

1.18 "Royalty Term" means, on a Licensed Product-by-Licensed Product and country-by-country basis, the period commencing on the First Commercial Sale of such Licensed Product in such country and ending upon the expiration of the last to expire Valid Claim that covers the composition of matter, manufacture or use of such Licensed Product in such country.

1.19 "Sublicensee" shall mean any Third Party to whom WPD or its Affiliates has granted a sublicense, under the Patent Rights, either exclusive or non-exclusive, to make, use, sell, import or export Licensed Products, or to otherwise practice under the Patent Rights; provided, however, that "Sublicensees" shall not include any Third Party that is engaged by WPD or its Affiliates to perform services on behalf of WPD or its Affiliates (e.g. a contract service provider such as a contract manufacturer or a contract research organization). Such grant of a sublicense to a Sublicensee will be referred to herein as a "Sublicense".

1.20 "Sublicensing Revenue" means amounts received by the WPD or its Affiliates from Sublicensees as consideration for the grant of a Sublicense, including, but not limited to, initial or periodic license fees, license maintenance fees, and milestone payments; provided, however, that "Sublicensing Revenue" shall not include any amounts received: (i) for research or development services provided by WPD or its Affiliates on a going-forward basis, (ii) for manufacture or supply of any Licensed Product, (iii) as a loan or other form of debt (to the extent not forgiven), (iv) for equity securities of WPD or its Affiliate, (v) for reimbursement of patent expenses, (vi) for the conduct or support of marketing or promotional activities related to the Licensed Products, or (vii) based on the sales of Licensed Products by a

Sublicensee (as sales by Sublicensees are included in the definition of Net Sales and consideration due to WFUHS thereon is addressed in Article 3.2), in each case to the extent that such amount was determined in good faith and represents the fair market value thereof.

1.21 "Term" has the meaning given to it in Article 9.1.

1.22 "Third Party" means any individual or entity that is not WPD, WFUHS or an Affiliate of WPD or WFUHS.

1.23 "U.S." means the United States of America.

1.24 "Valid Claim" means (a) any claim of an issued patent within the Patent Rights which, at that time, has not expired or been finally declared unenforceable or invalid by a court or other governmental agency of competent jurisdiction and from which no appeal can be taken, or (b) any claim of a pending patent application within the Patent Rights, the earliest priority date of which, at that time, is less than seven (7) years in the past.

2. Grant of License

2.1 Subject to the terms and conditions of this Agreement, WFUHS hereby grants to WPD and WPD accepts from WFUHS for the Term of this Agreement an exclusive, worldwide right and license under the Patent Rights to make, have made, use, import, offer for sale and sell the Licensed Products in the Field including the right to sublicense such right and license through multiple tiers.

2.2 Notwithstanding the right and license granted in Article 2.1, WPD's right and license under this Agreement are subject to any rights of the United States Government pursuant to any contract, grant or similar funding agreement between WFUHS and the United States Government.

2.3 Notwithstanding the rights and licenses granted in Article 2.1, WPD's right and license is subject to WFUHS's retained right to make, have made and use Licensed Products and practice the Patent Rights, in each case solely for WFUHS's own non-commercial educational, academic, and research purposes, including the right to collaborate with other non-commercial entities (but not with for-profit entities) for such purposes.

2.4 WPD agrees that any products constituting Licensed Products or any products produced through the use of Licensed Products will be manufactured substantially in the U.S. only to the extent required by 35 U.S.C. Sec. 204, if such statute is applicable. WFUHS will offer reasonable assistance in obtaining a waiver of these requirements at WPD's request and expense.

2.5 WFUHS shall notify WPD in writing of each Improvement, Option Invention or Notification Invention promptly after it is disclosed to WFUHS. Such notice shall include a copy of the invention disclosure form and all other information provided by the inventors as well as a summary of the basis for WFUHS's initial determination whether such invention or discovery is an Improvement, Option Invention or Notification Invention. WFUHS shall respond promptly to any questions or concerns raised by WPD regarding such initial determination and WFUHS shall make the final determination in good faith after discussing such matters with WPD. At WPD's request, the parties shall convene a joint patent committee ("JPC") comprised of an equal number of representatives of the parties to review WFUHS' initial determinations and to make the final determinations by unanimous agreement. If the

JPC is not able to reach unanimous agreement, WFUHS shall have the tie-breaking vote. Any dispute regarding a final determination made by WFUHS or WFUHS' exercise of its tie-breaking vote shall be resolved in accordance with Article 16.10.

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

2.5.2 WFUHS hereby grants to WPD an exclusive option to acquire a worldwide, royalty-bearing exclusive (or non-exclusive if mutually agreed by WPD and WFUHS) license under WFUHS's rights to each Option Invention. The option for each Option Invention shall extend for ninety (90) days after WPD's receipt of WFUHS' notice pursuant to Article 2.5 with respect thereto (the "Option Period"). If WPD notifies WFUHS in writing of its exercise of the option for a particular Option Invention within the Option Period, then the Option Period shall be extended for an additional ninety (90) days during which time the parties will either (a) amend this Agreement to include within the definition of "Patent Rights" WFUHS' interest in any and all patents and patent applications that disclose or claim such Option Invention or (b) (i) negotiate in good faith to agree upon commercially reasonable terms pursuant to which WFUHS will grant an exclusive (or non-exclusive if mutually agreed by WPD and WFUHS) license to WPD under WFUHS' interest in any and all patents and patent applications that disclose or claim such Option Invention and (ii) once the parties agree upon such terms, enter into a license agreement that reflects such agreed-upon terms. All amounts paid by WPD pursuant to such a license agreement shall be creditable against amounts due to WFUHS pursuant to this Agreement.

2.6 Except as expressly provided for in this Agreement, no license or other rights, either express or implied, are granted by WFUHS to WPD by the execution of this Agreement or the transfer of any materials or information hereunder.

2.7 The parties anticipate that Waldemar Debinski will continue, in his capacity as a WFUHS faculty member, to be involved in the development of Licensed Products including by participating in discussions with WPD regarding such development, and they may mutually agree to enter into a sponsored research or other agreement with respect thereto. WPD may acknowledge such involvement in its applications for grant funding.

3. License Fees and Royalties

3.1 In partial consideration for the rights and licenses granted under this Agreement, WPD will pay to WFUHS an upfront licensing fee equal to fifty thousand dollars (\$50,000.00 U.S.). This upfront fee is non-refundable and is not creditable against any other fee, reimbursement or consideration due hereunder.

- 3.2 In partial consideration for the rights and licenses granted under this Agreement, during the Royalty Term, WPD will pay to WFUHS a royalty equal to four and one-quarter percent (4.25%) of Net Sales.
- 3.3 In partial consideration for the rights and licenses granted under this Agreement, WPD will pay to WFUHS [REDACTED] (“Maintenance Payments”) upon each anniversary of the Effective Date beginning with the second (2nd) anniversary. *[Redacted: Sensitive Commercial Information]*
- 3.3.1 Maintenance Payments are not creditable against any reimbursement of patent expenses or against any royalty or other payment from any other prior or future year.
- 3.4 In partial consideration for the rights and licenses granted under this Agreement, WPD will pay to WFUHS the following applicable percentage of Sublicensing Revenue received by WPD and its Affiliates during such calendar quarter:
- 3.4.1 For Sublicenses executed prior to the earlier to occur of (i) any material product development efforts by WPD and (ii) the first anniversary of the Effective Date: [REDACTED]; *[Redacted: Sensitive Commercial Information]*
- 3.4.2 For Sublicenses executed after the applicable event of Article 3.4.1 but prior to the earlier to occur of (i) First Commercial Sale of a Licensed Product and (ii) enrollment of the first patient in the first clinical trial of a Licensed Product: [REDACTED]; or *[Redacted: Sensitive Commercial Information]*
- 3.4.3 For Sublicenses executed after the applicable events of both Articles 3.4.1 and 3.4.2: [REDACTED]. *[Redacted: Sensitive Commercial Information]*
- 3.5 In partial consideration for the right and license granted under this Agreement, WPD will make one-time payments to WFUHS of the following amounts upon the first achievement of the following milestone events by WPD, its Affiliates or their respective Sublicensees for each Licensed Product. The milestone payment amounts listed below are minimums and a higher amount may be due and payable to WFUHS as a result of the sharing of Sublicense consideration under Article 3.4 above, as described more fully in Article 3.5.4.
- 3.5.1 Upon filing the first Investigational New Drug application with the U.S. Food and Drug Administration (or non-U.S. Major Market equivalent): [REDACTED]; *[Redacted: Sensitive Commercial Information]*
- 3.5.2 Upon the enrollment of the first patient in the first clinical trial that is designed to study efficacy and longer term safety of a Licensed Product as described in 21 C.F.R. § 312.12(c) (i.e. Phase III clinical trial): [REDACTED]; and [REDACTED]; *[Redacted: Sensitive Commercial Information]*
- 3.5.3 Upon First Commercial Sale of a Licensed Product in a Major Market in which such Licensed Product or its manufacture or use is covered by a Valid Claim within the Patent Rights in such country: [REDACTED]. *[Redacted: Sensitive Commercial Information]*

- 3.5.4 If WPD receives Sublicensing Revenue on account of the achievement of any of the milestones set forth in this Article 3.5, then WPD shall not be obligated to make, on account of achievement of such milestone, both the payment specified in Article 3.4 and the payment specified in this Article 3.5 but shall instead make whichever payment is greater.
- 3.6 If a license to a Third Party's patent or patent application is required in order to make, use or sell a Licensed Product, WPD may deduct, from payments otherwise due to WFUHS pursuant to this Agreement up to (a) fifty percent (50%) of the amounts actually paid by WPD, its Affiliates or Sublicensees to any such Third Party with respect to a license to any such patent or patent application that is not jointly owned by WFUHS or (b) one hundred percent (100%) of the amounts actually paid by WPD, its Affiliates or Sublicensees to any such Third Party with respect to a license to any such patent or patent application that is jointly owned by WFUHS; provided in each case that in no event shall the payment to WFUHS be reduced below fifty percent (50%) of the amount that would otherwise be due.
- 3.7 In partial consideration for the right and license granted to WPD, on the date that WPD completes the issuance and sale, in one or more financings, of its equity, equity-linked or convertible debt securities for cumulative gross proceeds of at least a cumulative of two million dollars (\$2,000,000.00 U.S.) (the "Initial Financing"), Company shall issue (or sell or cause to be sold) and deliver to WFUHS a number of shares of its common stock, \$0.001 par value per share ("Common Stock") such that WFUHS will hold, in the aggregate, six percent (6.0%) of the WPD's outstanding common stock calculated on a fully diluted basis assuming for these purposes (i) the issuance of two million dollars (\$2,000,000 U.S.) of equity, equity-linked or convertible debt securities by WPD in the Initial Financing that triggered the issuance (and ignoring issuances in excess of such amount); (ii) the conversion of all securities convertible into Common Stock and the exchange of all securities exchangeable for Common Stock; and (iii) the exercise of all outstanding warrants (hereinafter referred to as "Fully Diluted Capitalization"). The shares of Common Stock required to be sold or that are issuable to WFUHS under this Article 3.7 are referred to as the "WFUHS Shares." Upon issuance, the WFUHS Shares will be duly authorized, validly issued, fully paid and nonassessable.

- 3.7.1 If WPD anticipates a "change of control" prior to the Initial Financing, WPD will promptly notify WFUHS and issue to WFUHS those shares that would have been issued to WFUHS under Article 3.7 had the Initial Financing occurred.

4. Sublicenses

4.1 Termination of this Agreement will terminate all Sublicenses that may have been granted by WPD, provided, however, that any Sublicensee who is not then in breach of its Sublicense and who desires to continue its Sublicense must so advise WFUHS in writing of such Sublicensee's desire to continue the Sublicense within thirty (30) days of WPD's receipt of written notice of the effectiveness of termination of this Agreement and, subject to the

Sublicensee (i) entering into a written agreement to assume relative to WFUHS all of WPD's obligations, including obligations for payment, contained in this Agreement that are applicable to the scope of the Sublicense, (ii) not at that time being (x) the subject of bankruptcy or insolvency proceedings, or (y) adverse to WFUHS in any arbitration or lawsuit or (iii) not being of a nature that the public knowledge of a direct relationship would be materially detrimental to WFUHS's reputation, WFUHS shall continue the Sublicense.

4.2 Any Sublicense granted by WPD must contain provisions corresponding to those of Article 4.1 of this Agreement relative to termination and the conditions of continuance of any Sublicenses.

4.3 All Sublicenses will contain provisions corresponding to the obligations of WPD to, and the rights of WFUHS under, this Agreement, including but not limited to, the obligations and rights contained in Articles 2.2, 2.3 and 2.4 (Grant of License), 7.1 (Records, Reports and Payments), 11 (Indemnification and Insurance), 13 (Confidentiality and Non-Use of Names), 14 (Export Controls), and 16 (Miscellaneous Provisions), in each case, to the extent applicable to the scope of the Sublicense granted to such Sublicensee.

4.4 WPD will provide notice to WFUHS of any Sublicense granted and will provide a copy of all such Sublicenses within thirty (30) days of execution. WPD will promptly provide WFUHS with copies of all reports received from a Sublicensee related to the calculation of any consideration payable to WFUHS hereunder. WPD may redact any Sublicense or any report provided under this Article 4.4 to remove any confidential information contained therein that is not necessary to confirm compliance with this Agreement.

5. Diligence

5.1 WPD will use commercially reasonable efforts to bring the Licensed Products to market through exploitation of the Patent Rights and commercialization of the Licensed Products.

5.2 In addition to the diligence provisions of Article 5.1 above, WPD, its Affiliates or their respective Sublicensees will use commercially reasonable efforts to achieve the following milestones by the following dates (the "Outside Date"):

- 5.2.1 Submit the Grant Application prior to April 30, 2018;
- 5.2.2 Complete the Initial Financing before the third (3rd) anniversary of the Effective Date;
- 5.2.3 Enroll the first subject in a phase 1 clinical trial of a Licensed Product before the fifth (5th) anniversary of the Effective Date;
- 5.2.4 Enroll the first subject in a phase 2 clinical trial of a Licensed Product before the seventh (7th) anniversary of the Effective Date;
- 5.2.5 WPD will provide to WFUHS written notice of the achievement of each milestone in this Article 5.2.
- 5.2.6 For the removal of doubt, failure by WPD, its Affiliates and its Sublicensees failure to achieve a particular milestone under Article 5.2 will result in WFUHS having the right to terminate WPD's license for material breach in accordance with Article 9.3 if such failure is due to

(a) WPD becoming a non-operational company or (b) the cessation of all Licensed Product research, development and commercialization efforts by WPD and its Affiliates and Sublicensees.

5.3 WPD, its Affiliates or their respective Sublicensees will use their commercially reasonable efforts to have the Licensed Products cleared for marketing in those countries in which they intend to sell Licensed Products by the responsible governmental agencies requiring such clearance. To accomplish such clearances at the earliest reasonable date, WPD will use commercially reasonable efforts to promptly file any necessary data with such governmental agencies.

6. Disclaimer of Warranties and Representations

6.1 WFUHS represents that to its actual knowledge as of the Effective Date but without review: (a) WFUHS is the sole owner of the patents and patent applications set forth in Exhibit A, (b) WFUHS has the right to grant the licenses and other rights set forth in this Agreement, (c) WFUHS's entry into and performance of this Agreement does not violate or conflict with any agreement between WFUHS and any Third Party, and (d) except for the rights of the United States Government, the Patent Rights are not subject to the rights of any Third Party.

6.2 All property, whether tangible or intangible, which may be delivered hereunder, will be delivered on an "as is, where is" basis without any express or implied representation or warranty. OTHER THAN AS EXPRESSLY SET FORTH IN ARTICLE 6.1, WFUHS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AND WFUHS HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED REPRESENTATIONS AND WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WFUHS ASSUMES NO RESPONSIBILITY WITH RESPECT TO THE EXPLOITATION OR COMMERCIALIZATION OF THE PATENT RIGHTS OR THE MANUFACTURE, USE, SALE, LEASE OR DISTRIBUTION OF ANY METHODS, PROCESSES, APPARATUS, DEVICES, SYSTEMS, PRODUCTS, ARTICLES AND APPLIANCES DERIVED FROM OR USING THE LICENSED PRODUCTS BY WPD. OTHER THAN AS EXPRESSLY SET FORTH IN ARTICLE 6.1, WFUHS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE VALIDITY OF PATENT RIGHTS, INCLUDING CLAIMS ISSUED OR PENDING OR THAT THE PRACTICE OF THE PATENT RIGHTS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY.

6.3 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, LOSS OF USE OR ANY OTHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEPT FOR BREACH OF ARTICLE 13 BELOW.

7. Records, Reports and Payments

7.1 WPD will keep and maintain and will require any and all of its Affiliates, and its and their respective Sublicensees to keep and maintain complete, accurate and correct records and books relating to the sale of the Licensed Products, and any and all payments or consideration associated with this Agreement for three (3) years following the end of the calendar year to which such records and books pertain.

7.2 WPD will provide to WFUHS written reports for each calendar quarter as of January 1, April 1, July 1 and October 1 of each calendar year during the term of this Agreement within ninety (90) days of the end of each such calendar quarter. Each such written reports, which shall include the following information with respect to such calendar quarter:

- (a) an accounting for any and all Licensed Products sold;
- (b) gross receipts for sales of Licensed Products;
- (c) any applicable deductions, allowances and charges as provided in the definition of Net Sales of this Agreement;
- (d) total Net Sales; and
- (e) total royalties and any other payments or consideration under this Agreement then due.

7.2.1 WPD will give to WFUHS with each such report and on the date specified above the full amount of any and all payments due. Following the date of First Commercial Sale, if no sales of the Licensed Products were made during any calendar quarter, WPD will provide to WFUHS a statement to that effect. Prior to the First Commercial Sale and upon request from WFUHS, WPD will annually provide WFUHS with (i) a summary of progress made by WPD, its Affiliates, and their respective Sublicensees towards the commercialization of the Licensed Products and (ii) a summary of WPD's then-current business plan with respect to the commercialization of the Licensed Products.

7.3 The books and records of account kept by WPD pursuant to Article 7.1 above shall be made available upon reasonable notice, during normal business hours for examination by one or more independent auditors of WFUHS's choosing and reasonably acceptable to WPD who will be permitted to enter upon the premises of WPD to examine such books and records solely to verify all amounts payable to WFUHS under this Agreement. Any amount found to have been owed but not paid will be paid promptly to WFUHS with interest at the annual rate of prime (as reported in The Wall Street Journal (Eastern U.S. Edition)) plus two percentage points (2%) or the maximum rate allowable by applicable law, whichever is less. In the event any such audit shows that WPD has underpaid its royalty obligation hereunder by five percent (5%) or more during any calendar quarter, WPD will reimburse WFUHS for WFUHS's reasonable out-of-pocket expenses for such audit.

7.4 Royalty or other payments will be paid in U.S. Dollars to WFUHS in Winston-Salem, North Carolina, or at such other place as WFUHS may reasonably designate consistent with the laws and regulations controlling in any foreign country. WFU and WFUHS have a separate agreement governing the sharing of revenues due to each under this Agreement. If any royalties hereunder are based on sales converted from foreign currency, such conversion

will be made by using the exchange rate published in the U.S. edition of the Wall Street Journal on the last day of the calendar quarter period to which such royalty payments relate.

8. Patent Prosecution

8.1 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 WFUHS using patent counsel selected by WPD but reasonably acceptable to WFUHS. WFUHS (or its counsel) will give WPD reasonable opportunities (but no obligation) to advise WFUHS in such filing, prosecution and maintenance. Without limiting the foregoing, WFUHS (or its counsel) shall provide WPD 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 WFUHS relating to the Patent Rights sufficiently in advance of any deadline to provide WPD with a reasonable opportunity to review and comment thereon. WFUHS shall incorporate all such reasonable comments, shall include any claims reasonably requested by WPD, and shall file and prosecute patent applications in foreign countries requested by WPD. 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, WFUHS 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 (as described above)); WPD 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.

8.2 Upon presentation of itemized statements to WPD, WPD will reimburse WFUHS for all reasonable fees and costs incurred after the Signing Date relating to the preparation, filing, prosecution, and maintenance of the U.S., PCT, and foreign patent applications within the Patent Rights. Any amounts remaining unpaid after forty-five (45) days will accrue simple interest at the rate set forth in Article 7.3, and any amounts unpaid after ninety (90) days will represent a material breach of this Agreement.

8.2.1 WPD will reimburse WFUHS for expenses incurred related to that Patent Rights before the Effective Date as follows. The total amount incurred prior to the Effective Date is [REDACTED]. WPD will reimburse WFUHS for such expenses with six (6) equal payments due upon October 1 and April 1 of each year. If WPD raises at least five million dollars in external equity capital during this repayment period, the reimbursement of such historic expenses will be accelerated with WPD reimbursing WFUHS for the remainder.

*[Redacted: Sensitive
Commercial
Information]*

8.3 If WPD determines that filing, prosecution or maintenance of any of the U.S. or foreign patent applications or patents within the Patent Rights is not justified, it will advise WFUHS in writing, and WPD's responsibility for fees and costs related thereto will terminate

thirty (30) days after WFUHS's receipt of such written notification. WFUHS will then have the option to file, prosecute or maintain its rights within such Patent Rights at its own expense. Further, WFUHS will then have the sole right in such event to delete such patent applications or patents within said Patent Rights from the license granted to WPD under this Agreement such that WPD will have no rights under this Agreement for any such deleted patent applications or patents. WFUHS will obtain all of its rights in and to such deleted U.S. or foreign patent applications or patents and will be free to exploit and to assign or license any such deleted U.S. or foreign patent applications or patents to third parties without effect on the amount of royalties or other payments due under this Agreement.

8.4 In the event that WFUHS desires to abandon the prosecution or maintenance of any of the patents or patent applications within the Patent Rights, it will provide WPD with sixty (60) days' written notice of such intended abandonment; however, WFUHS may not abandon the prosecution or maintenance of any of the patents or patent applications within the Patent Rights without WPD's prior written consent.

9. Termination

9.1 This Agreement will become effective the day after WPD submits the Grant Application (the "Effective Date") and, unless sooner canceled or terminated as herein provided, will continue until the last to expire Valid Claim within the Patent Rights (the "Term").

9.2 If WPD files a petition in bankruptcy, or if the business of WPD is placed in the hands of a receiver, assignee or trustee for the benefit of creditors, whether by the voluntary act of WPD or otherwise, in each case that is not discharged within sixty (60) days, then the Agreement and any and all rights granted thereunder will automatically terminate on ten (10) days' prior written notice to WPD.

9.3 If WPD at any time (i) materially defaults in the payment of any license fee, royalty, reimbursement or other payment, or (ii) commits a material breach of any covenant or undertaking set forth herein, then WFUHS will have the right, in addition to all other remedies available, to terminate the license under this Agreement effective on sixty (60) days prior written notice of such termination identifying such default or breach in reasonable detail, provided, however, that if WPD will have rectified such default or breach within such 60-day period, this Agreement will remain in effect and the rights and licenses herein granted will be in force as if no default or breach had occurred on the part of WPD; and provided further that if such default or breach is not reasonably capable of cure within such 60-day period, then WFUHS shall not have the right to terminate this Agreement for so long as the WPD is using commercially reasonable efforts to cure such default or breach in a timely manner.

9.4 WPD has the right to terminate the license under this Agreement with or without cause on ninety (90) days' written notice to WFUHS.

9.5 Upon expiration or termination of this Agreement for any reason, nothing herein will be construed to release either party from any obligation accrued prior to the effective date of such termination.

9.6 If, at any time (i) WPD directly or indirectly opposes or assists any third party to oppose the grant of any letters patent on any patent application within the Patent Rights or

disputes or directly or indirectly assists any third party to dispute the validity of any patent within the Patent Rights, or validity or scope of any of the claims thereof, or (ii) WPD challenges in any way WFUHS's rights as an assignee of any of the Patent Rights, WFUHS will be entitled thereafter to terminate all or any portion of the licenses granted hereunder on ten (10) days' written notice thereof to WPD.

9.7 Notwithstanding Article 9.6 above, should WPD, its Affiliates or its Sublicensees bring an action seeking to invalidate any of the Patent Rights, WPD will pay to WFUHS double the royalties on the Net Sales of all Licensed Products sold during the pendency of such action. Moreover, should the outcome of such action finally determine that any claim of a patent challenged by WPD, its Affiliates or its Sublicensees is both valid and infringed by a Licensed Product, WPD will pay triple the royalties on the Net Sales of such Licensed Product for the remainder of the applicable Royalty Term, provided that the applicable license has not been terminated in accordance with Article 9.6. Notwithstanding the foregoing, WPD shall not be required to pay increased royalties on account of an action or challenge brought by a Sublicensee if WPD or its Affiliate terminates the applicable Sublicense within sixty (60) days of becoming aware of such action or challenge.

9.8 If this Agreement is terminated under this Article 9, WPD will provide to WFUHS a copy of WPD's then-current scientific and commercial data related to the Patent Rights and Licensed Products and provide reasonable support to WFUHS in helping WFUHS staff to understand the then-current state of the technology. WPD will grant to WFUHS a non-exclusive license to use such data for WFUHS's own internal non-commercial uses.

10. Infringement

10.1 Each party will promptly inform the other in writing of any alleged infringement by a Third Party of any of the patents within the Patent Rights, and provide such other party with any available evidence of infringement then in such party's possession. WPD will not settle or compromise any claim or action, including without limitation any declaratory judgment action alleging invalidity or noninfringement of any of the Patent Rights, in a manner that imposes any restrictions, limitations, responsibilities or obligations on WFUHS without WFUHS's express written consent, not to be unreasonably withheld or delayed.

10.2 During the term of this Agreement, WPD will have the right to prosecute at its own expense any such infringements of the Patent Rights and, in furtherance of such prosecution, WPD may join WFUHS as a party plaintiff in any such suit, without expense to WFUHS. Similarly, during the term of this Agreement, WPD will have the right to defend at its own expense any declaratory judgment action alleging invalidity or noninfringement of any of the Patent Rights (whether brought against WFUHS or WPD), and, in furtherance thereof, WPD may join WFUHS as a party in any such suit, without expense to WFUHS. The total cost of any such action commenced or defended solely by WPD will be borne by WPD. Any recovery of damages by WPD as a result of such action shall be applied first in satisfaction of any reasonable unreimbursed expenses and attorneys' fees of WPD relating to the action, and second in satisfaction of reasonable unreimbursed legal expenses and attorneys' fees of WFUHS, if any, relating to the action. The balance remaining from any such recovery shall be distributed to WPD, provided that such balance (including any increased amount such as treble damages due to willful infringement) will be deemed to be Net Sales under this Agreement, and WPD will pay to WFUHS royalties thereon in accordance with Article 3.2.

10.3 If, within One Hundred Eighty (180) days after having been notified of any alleged infringement, WPD has been unsuccessful in persuading the alleged infringer to desist, and has not brought, or otherwise is not diligently prosecuting, an infringement action, or if WPD notifies WFUHS at any time prior thereto of its intention not to bring suit against any alleged infringer, then, and in those events only and provided that WPD does not provide WFUHS with a commercially reasonable justification for not prosecuting such infringement action (including, for example, a reasonable risk of the applicable Patent Rights being held invalid or unenforceable), WFUHS will have the right, but not the obligation, to prosecute at its own expense any infringement of the Patent Rights, and WFUHS may, for such purposes, use the name of WPD as party plaintiff, without expense to WFUHS. Settlement, consent judgment or other voluntary final disposition of the suit may be entered into by WFUHS without the consent of WPD, provided however that WFUHS will not settle or compromise any claim or action, including without limitation any declaratory judgment action alleging invalidity or noninfringement of any of the Patent Rights, in a manner that imposes any monetary obligations on WPD or is inconsistent with or limits the rights granted to WPD's under this Agreement without WPD's express written consent. The total cost of any such infringement action commenced or defended solely by WFUHS will be borne by WFUHS, and WFUHS will keep any recovery or damages, for past infringement or otherwise, derived therefrom.

10.4 In the event an action for infringement of a Third Party patent is brought against WPD arising from the practice of the Patent Rights, WPD will have the right to defend such action and will be solely responsible for all attorneys' fees, costs of defense, and liability arising out of that action.

10.5 In the event that a declaratory judgment action alleging invalidity or noninfringement of any of the Patent Rights is brought against WPD, and WPD declines to defend the same or otherwise is not using commercially reasonable efforts to defend such action, then, and in those events only, WFUHS, at its option, will have the right to intervene and take over the sole defense of the action at its own expense and whereupon WFUHS will keep any recovery and damages derived therefrom or from any counterclaims asserted therein.

10.6 In any infringement suit brought or declaratory judgment action defended by either party to protect any of the Patent Rights pursuant to this Agreement, the other party will, at the request and expense of the party controlling such suit and at such party's expense, cooperate in all respects and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens, and the like.

11. Indemnification and Insurance

11.1 WPD will, at all times during the term of this Agreement and thereafter, indemnify, hold harmless, and defend WFUHS and its respective trustees, officers, directors, employees, agents, students and Affiliates (the "Indemnitees") from and against all Third Party claims ("Claims"), and all resulting losses, damages, and liabilities of whatsoever kind or nature, as well as all costs and expenses of defending such Claims, including legal expenses and reasonable attorneys' fees, which Claim arises or may arise at any time out of or in connection with this Agreement or with any activity of WPD, its Affiliates, and their respective Sublicensees involving the Licensed Products or the Patent Rights, including without

limitation the WPD's or its Affiliates' or Sublicensees' manufacture, use, sale, lease, commercialization, licensing or distribution of Licensed Products or any system, method, process, apparatus, device, product, article or appliance derived from or using the Licensed Products or the Patent Rights, except in all cases to the extent attributable to the negligence or willful misconduct of any Indemnitee or breach of this Agreement by WFUHS.

11.2 WPD's obligations under Article 11.1 are contingent upon WFUHS: (a) giving WPD prompt written notice of any Claim and control of the investigation, defense and settlement of the Claim with counsel selected by WPD and reasonably acceptable to WFUHS; and (b) reasonably cooperating with WPD, at WPD's request and expense, in the investigation, defense and settlement of the Claim. WFUHS is entitled to participate in any Claim at its option and expense through counsel of its own selection. WPD shall not settle any Claim with an admission of liability of WFUHS without WFUHS's written approval, which consent shall not be unreasonably withheld or delayed. WPD shall have no obligation for any settlement of Claims entered into by WFUHS without WPD's prior written approval.

11.3 Upon commencement of human clinical trials with a Licensed Product, WPD and its Affiliates shall, and, if appropriate, shall obligate their respective Sublicensees to, obtain and carry commercially reasonable levels of insurance intended to cover its obligations under Article 11.1 of this Agreement. WPD will include satisfactory evidence of such insurance coverage with each quarterly report required by Article 7.2 of this Agreement. Commencing with the First Commercial Sale of a Licensed Product and continuing for the remainder of the Term (the "Product Period"), such insurance of WPD will be in at least the following amounts (i) for Commercial General Liability: One Million Dollars (\$1,000,000.00 U.S.) combined single limits for bodily injury and property damage, and (ii) Products liability: Five Million Dollars (\$5,000,000.00 U.S.).

11.4 Prior to the Product Period, WPD, and its Affiliates shall, and, if appropriate, shall obligate their respective Sublicensees to, carry commercially reasonable levels of workers' compensation, and general liability insurance at their own expense, intended to cover its obligations to WFUHS under Article 11.1 of this Agreement.

11.5 WPD and its Affiliates will and, if appropriate, shall obligate their respective Sublicensees to have WFUHS named as an additional named insured on all such liability coverage policies, and will provide satisfactory evidence of such insurance coverage to WFUHS upon the reasonable request of WFUHS.

12. Assignment

12.1 If WPD is in full compliance with this Agreement, WPD may assign or otherwise transfer this Agreement and the license granted hereby and the rights acquired by it hereunder, whether voluntarily, by merger, operation of law or otherwise, only in whole and not in part and only to (i) one of its Affiliates, (ii) a Third Party with which it merges or consolidates or (iii) the assignee or transferee of all or substantially all of WPD's business or of that part of WPD's business to which the license granted hereby directly relates; provided, however, that such assignee or transferee (i) agrees in writing to be bound by the terms and conditions of this Agreement, (ii) is not at that time (A) the subject of bankruptcy or insolvency proceedings or (B) adverse to WFUHS in any arbitration or lawsuit and (iii) is not of a nature

that the public knowledge of a licensing relationship with WFUHS would be materially detrimental to the reputation of WFUHS.

13. Confidentiality and Non-Use of Names

13.1 During the Term and for a period of seven (7) years thereafter, or until such time as WFUHS and WPD agree in writing that information is no longer considered confidential hereunder, the parties agree that all information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") pursuant to this Agreement or the Prior NDAs (as defined in Article 13.3) (such information, the "Confidential Information") will be maintained in confidence by the Receiving Party and will not be disclosed by the Receiving Party to any Third Parties unless agreed to in writing by the Disclosing Party, nor will any Confidential Information be used by the Receiving Party for any purpose other than those contemplated by this Agreement; provided, however, that the foregoing obligations shall not apply to any information that (a) was already known to the Receiving Party or its Affiliates, other than under an obligation of confidentiality or non-use, at the time of initial disclosure by the Disclosing Party; (b) was generally available or was otherwise part of the public domain, at the time of its disclosure to the Receiving Party; (c) became generally available or otherwise became part of the public domain, after its disclosure to the Receiving Party through no fault of the Receiving Party; (d) is subsequently disclosed to the Receiving Party other than under an obligation of confidentiality or non-use, by a Third Party; or (e) was independently discovered or developed by the Receiving Party or its Affiliates, as evidenced by their written records, by personnel who had no access to, Confidential Information belonging to the Disclosing Party.

13.2 A Receiving Party may disclose Confidential Information of a Disclosing Party to the extent that such disclosure is:

13.2.1 required by applicable law or made in response to a valid order of a court or other governmental or regulatory body of competent jurisdiction; *provided, however*, that such Receiving Party gives the Disclosing Party notice and a reasonable opportunity to quash such order or to otherwise obtain an order protecting such Confidential Information;

13.2.2 made by such Receiving Party, in connection with the performance of this Agreement, to Affiliates, directors, employees, consultants, representatives or agents, each of whom, prior to such disclosure, must be bound by obligations of confidentiality and non-use equivalent in scope to those set forth in this Article 13;

13.2.3 made by WPD in confidence to existing or potential acquirers, merger candidates, sublicensees, collaborators, investment bankers, investors, lenders, venture capital firms or other financial institutions; or

13.2.4 made by such Receiving Party with the prior written consent of the Disclosing Party.

13.3 As of the Effective Date, the terms of this Article 13 supersede any prior non-disclosure, secrecy or confidentiality agreement between the parties (or their officers or Affiliates) relating to the subject of this Agreement, including for clarity that [REDACTED]

[Redacted:
Confidential
Information]

[Redacted:
Confidential
Information]

13.4 No party will use the names of the other or of the inventors of such other party, nor any adaptation thereof, in any advertising, promotional or sales activities without prior written consent from such other party in each separate case, except that WPD may state that it is licensed by WFUHS under one or more of the patents and patent applications within the Patent Rights. Each party will hold the specific financial terms of this Agreement (including without limitation royalty rates and measurement mechanisms and the payments called for upon milestone events) in confidence and will not disclose the same publicly without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed, provided that no such consent will be required and nothing herein shall prohibit any such disclosures in accordance with Article 13.3 or any public disclosure that is required by any applicable law or regulation or by any competent governmental authority (including disclosures to the SEC or other applicable agency or stock exchange).

13.5 WFUHS and WPD agree to issue a mutually acceptable press release shortly after the Effective Date.

14. Export Controls

14.1 It is understood that WFUHS is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities that may require a license from the applicable agency of the United States Government or may require written assurances by WPD that WPD will not export data or commodities to certain foreign countries without prior approval of such agency. WFUHS neither represents that a license will not be required nor that, if required, it will be issued.

15. Payments, Notices and Other Communications

15.1 Any payment, notice, or other communication pursuant to this Agreement will be sufficiently made or given on the date of mailing if sent to such party by overnight courier (e.g. Federal Express) or certified first class mail, postage prepaid, addressed to it at its address below or as it will designate by written notice given to the other party:

WFUHS: ATTN: Vice President
 Center for Technology Innovation and Commercialization
 WFUHS Innovations
 Medical Center Boulevard
 Winston-Salem, NC 27157

Other contact information (NOT FOR OFFICIAL NOTICES and subject to change)

Phone: [Redacted]

[Redacted: Personal Information]

Fax: [Redacted]

General office email: [Redacted]

Alliance Management: [Redacted]

Patents: [Redacted]

WPD: WPD Pharmaceuticals sp. z o.o.
ul. Wierzbowa 9/11
00-094 Warsaw, Poland
Attn: CEO

With a copy to:

[Redacted]

[Redacted: Personal Information]

16. Miscellaneous Provisions

16.1 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and will not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

16.2 The provisions of this Agreement are severable, and in the event that any provision of this Agreement will be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability will not in any way affect the validity or enforceability of the remaining provisions hereof.

16.3 To the extent commercially feasible and consistent with prevailing business practices, WPD agrees to use commercially reasonable efforts to mark the Licensed Products (a) sold in the United States with all applicable United States patent numbers and (b) sold in other countries in such a manner as to conform with the patent laws and practice of the relevant country of sale.

16.4 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement will not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

16.5 This Agreement will be binding and inure to the benefit of the parties hereto and their respective affiliates, and permitted successors and assigns.

16.6 The representations, warranties, covenants, and undertakings contained in this Agreement are for the sole benefit of the parties hereto and their permitted successors and assigns and such representations, warranties, covenants, and undertakings will not be construed as conferring any rights on any other party.

16.7 Nothing contained in this Agreement will be deemed to place the parties hereto in a partnership, joint venture or agency relationship and neither party will have the right or authority to obligate or bind the other party in any manner.

16.8 This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

16.9 Each party has consulted its own counsel during the drafting of this Agreement and agrees that in the event of a dispute the language of this Agreement will not be deemed to have been drafted by either individual party.

16.10 Any claim or dispute arising between the Parties regarding the terms or performance of this Agreement will be adjudicated in the state or federal Courts of North Carolina, and both Parties consent to the exclusive jurisdiction of such Courts. Venue will lie only in Forsyth County, North Carolina or the U.S. District Court for the Middle District of North Carolina.

16.11 The provisions of Articles 1, 4.1, 6, 7 (solely with respect to payments due and owing as of the effective date of expiration or termination and with respect to audits and recordkeeping, only for the time period set forth therein), 9.5, 11, 13, 15 and 16 (except for Article 16.3) shall survive the termination or expiration of this Agreement

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and duly executed this Agreement as of the day and year first set forth above.

Wake Forest University
Health Sciences

WPD Pharmaceuticals sp. z o.o.

BY: "Eric Tomlinson"

BY: "Mariusz Olejniczak"

11-29-17

NAME: Eric Tomlinson, DSc, PhD

NAME: Mariusz Olejniczak

TITLE: Chief Innovation Officer

TITLE: CEO

**Exhibit A to the License Agreement between WFUHS and WPD Pharma with a signing
date of November 28, 2017**

Patent Rights

[Redacted: Sensitive Commercial Terms]