

SUPPLY AGREEMENT SALE AND ASSIGNMENT

THIS SUPPLY AGREEMENT SALE AND ASSIGNMENT (this “**Agreement**”) dated effective as of May 12, 2014 (the “**Effective Date**”)

BETWEEN:

RESOLUTE ONCOLOGY LIMITED, a corporation organized and existing under the laws of Ireland and having an address at 27 Cork Road, Midleton Co., Cork, Ireland

(the “**Assignor**”)

AND:

ORGANACH BEVERAGE ACQUISITION CORP. CHANGING ITS NAME TO NETWORK ONCOLOGY INC., a corporation organized and existing under the laws of British Columbia and having an address at 2000 - 18500 West Georgia Street, Vancouver, B.C. V6G 2Z6

(the “**Assignee**”)

(Each a “**Party**” and collectively, the “**Parties**”)

WHEREAS:

- A. The Assignor is the owner of all rights, title, and interests in and to the Assets (as defined below); and
- B. The Assignee wishes to acquire the Assets from the Assignor, and the Assignor agrees to transfer all rights, title, and interests in and to the Assets to the Assignee on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions.

- (a) “**Agreement**” means this Supply Agreement Sale and Assignment agreement;
- (b) “**Assets**” means the rights, entitlements, and obligations under i) the Agreement on Sale and Purchase of Dossier For Paclitaxel dated February 22, 2013 between AqVida GmbH and Assignor, a copy of which is attached Exhibit A, ii) the Agreement on Sale and Purchase of Dossier For Oxaliplatin dated March 28, 2013 between AqVida GmbH and Assignor, a copy of which is attached Exhibit A, iii) the Agreement on Sale and Purchase of Dossier For Docetaxel dated June 6, 2013 between AqVida GmbH and Assignor, a copy of which is attached Exhibit A, iv) the Principal Agreement dated March 20, 2013 between Neogen Developments N.V. and Assignor, a copy of which is attached Exhibit A, and v) the Service Agreement dated June 11, 2013 between the Assignor and World Medical Care GmbH & Co. KG, and any amendments to these agreements constituting the Assets and any proprietary technologies of the Assignor, whether incorporating, utilizing, or based on the Assets or otherwise, including, without limitation all information and work product related to, connected with, and/or ancillary to such Assets that was created, invented, developed, conceived, or reduced to practice by the Assignor’s employees and contractors, including, without limitation, all inventions, concepts,

formulae, databases, know-how, trade secrets, methods, processes, data files, documentation, sales data, clinical data, test data, trial data, flow charts, diagrams, other documentation and reasonably related notes, comments, and memoranda, physical media containing any of the foregoing, and all versions thereof, whether stored, encoded, recorded, or written on any type of media;

- (c) **"Assignee Revenue"** means all revenues to the Assignee derived from any combination of Net Sales and sublicensing revenue from exploitation and sale of the Products relating to the Assets, excluding equity purchases of the Assignee's securities;
- (d) **"Closing Date"** means the date that the shares of the Assignee are approved for trading on the Canadian Securities Exchange ("CSE");
- (e) **"Net Sales"** means all gross revenues derived by the Assignee through the sale, use, or commercialization of the Products by itself, its Affiliates, and any authorized subAssignees, less (i) all trade, quantity, and cash discounts actually allowed on the Products, (ii) all credits and allowances actually granted on Products on account of rejection, returns, billing errors, and retroactive price reductions, (iii) duties actually paid on the Products, and (iv) excise, sale and use taxes, and equivalent taxes actually paid on the Products; and
- (f) **"Products"** means any product, method, process, device, or services that is developed, made, used, sold, distributed, imported or exported by utilizing or incorporating in any way, whether directly or indirectly, any Assets.

ARTICLE 2 - ASSIGNMENT AND CONFIDENTIALITY

2.1 **Assignment by the Assignor.** The Assignor hereby sells, assigns, and otherwise transfers to the Assignee all of its rights, title, and interests, including, without limitation, all intellectual property rights, in and to:

- (a) all of the Assets; and
- (b) the benefits associated with any obligations of the Assignor's employees or contractors to: (i) maintain and protect the confidentiality of the Assets, whether pursuant to the terms of an employment agreement, contractor agreement, non-disclosure agreement, or any other agreement between the Assignor and such employees or contractors; and (ii) to sign, execute, and do all such acts and other things as may be requested by the Assignor, to evidence or to confirm the Assignor's ownership of the Assets or the waiver or moral rights therein or to obtain or enforce the Intellectual Property Rights in and to the Assets, including, without limitation, the signing or execution of documents relating to any of the Patent Rights; and
- (c) all past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to the Assets, whether arising prior to or subsequent to the Effective Date, and any and all renewals and extensions thereof that may be secured under the laws of the applicable jurisdiction after the Effective Date

(collectively, the **"Assignment"**).

2.2 **Assumption.** The Assignee hereby accepts the Assignment, assumes all of the Assignor's obligations under the Assets, and covenants with the Assignor that it will, from and after the Effective Date, be bound by, observe, and perform all of the terms and conditions to be observed and performed by the Assignor under the Assets to the same extent as if the Assignee had been originally named as a party in the agreements relating to the Assets in place of the Assignor.

2.3 **Consideration.** In consideration of the Assignment and the Assignee's assumption as described in section 2.2 herein, the Assignee will, pursuant to the terms and conditions of other agreements as agreed upon and

entered into by the Assignor and the Assignee, (i) issue to the Assignor or its nominees or assigns, all rights, title, and interests in and to FIFTEEN MILLION (15,000,000) issued and outstanding shares of the Assignee's common stock on the Closing Date as defined in this Agreement, (ii) pay to the Assignor, CDN\$25,000 as a deposit upon signing Agreement, and iii) pay to the Assignor CDN\$25,000 within 10 days of execution of this Agreement.

- 2.4 **Operating Funds.** The Assignee agrees to use its best efforts to close a private placement in the capital of the Assignee with public shareholders in an amount not less than CDN\$250,000 at the Closing as defined herein inclusive of cash deposits required in item 2.3 of this Agreement, with units in the capital of the Assignee, with each CDN \$0.02 unit (each a "Unit") comprised of one restricted common share, and one share purchase warrant to purchase a further common share in the capital of the Assignee at CDN\$0.05 per warrant share for a one year term from the Date of Closing.
- 2.5 **Confidentiality.** The Assignor acknowledges and agrees that, except as otherwise agreed upon in writing between the Parties, the Assignor is not entitled to directly or indirectly use, disclose, or otherwise deal with the Assets, and that the Assets are the confidential information of the Assignee. The Assignor will, and will ensure its employees and contractors will, keep all information relating to the Assets strictly confidential and take all necessary precautions against unauthorized disclosure of such information. This obligation is in addition to and not in substitution for any other obligation of confidentiality between the Parties. The confidentiality obligations in this Section 2.5 will not apply to any information that is made or becomes publicly known or generally available to the public without breaching this Agreement or other non-disclosure obligations with respect to the Assets.
- 2.6 **Assignee Performance Obligations.**
- (a) The Assignee will use its best efforts, consistent with sound and reasonable business practice and judgment, to diligently develop and otherwise commercialize and sell the Products whether alone or with an approved subassignee, or marketing contractual arrangement. Without limiting the generality of the foregoing, the Assignee will:
- (i) diligently seek funding to support the development, commercialization, and sale of the Products;
 - (ii) obtain all regulatory approvals for the use and sale of the Products; and
 - (iii) ensure that the Products satisfy all applicable governmental regulations and requirements.
- 2.7 **Royalties.** In consideration of the rights granted under this Agreement by the Assignor to the Assignee, the Assignee will pay to the Assignor three percent (3%) of the Assignee Revenue (collectively, the "Royalties").
- 2.8 **Royalties Payment.** Within thirty (30) days after the end of each calendar quarter, the Assignee will provide to the Assignor a report specifying the amount of Royalties payable for the immediately preceding quarter and information supporting such calculation (each a "Royalty Report"). The Assignee will pay the Royalties specified in the Royalty Report within thirty (30) days of the end of the applicable calendar quarter. Any Royalties not paid by the Assignee within such thirty (30) day period will be subject to interest from and including the date payment is due through and including the date upon which the Assignee pays to the Assignor at an interest rate of one percent (1.00%) per month (i.e., 12.00% per year), or the maximum rate allowed under the law of the Province of British Columbia, whichever is less, payable from the date the Royalty or other payment is due. The Parties acknowledge and agree that the Royalty Reports, while disclosed by the Assignee to the Assignor, constitutes the Confidential Information of the Assignor.
- 2.9 **Currency.** All amounts payable to the Assignor by the Assignee will be payable in Canadian dollars. If any currency conversion is required in connection with any payment to Assignor under this Agreement, such conversion will be made at the buying rate for the transfer of such other currency as quoted by the Globe and

Mail Canadian newspaper, or its successor, on the last business day of the applicable accounting period, in the case of any payment payable with respect to a specified accounting period.

- 2.10 **Taxes.** The Assignee will be responsible for all taxes, duties or other charges of any kind resulting from this Agreement or the Assignee's rights granted under this Agreement (except for taxes that are based on the Assignor's income, profits or capital). If the Assignee is required by law to make any deductions or withholdings from payments to the Assignor, then Assignee will pay such additional amounts to the Assignor as may be necessary to ensure that the actual amount received by the Assignor after deduction or withholdings (and after payment of any additional taxes due as a consequence of such additional amount) will equal the amount that would have been payable to the Assignor if such deductions or withholdings were not required.
- 2.11 **Assignor Representations and Warranties.** The Assignor represents and warrants that:
- (a) it is a corporation duly organized, validly existing, and in good standing under the laws of Ireland and that it is not subject to any bankruptcy, insolvency, liquidation, or similar proceedings;
 - (b) it has the corporate power and authority to necessary to allow it to enter into this Agreement;
 - (c) the performance of this Agreement will not breach any other agreement that it has entered into;
 - (d) it has all rights, title, and interests in and to the Assets, prior to the Effective Date, so as to allow it to effect the Assignment pursuant to this Agreement;
 - (e) the Assets are free and clear of all liens, charges, security interests, options, adverse claims, and encumbrances of any kind or character whatsoever except as collateralized by an affiliated \$350,000 debt obligation of the Assignor disclosed to the Assignee. Assignor acknowledges their requirement to settle this obligation to the satisfaction of the Assignee in advance of Closing;
 - (f) its employees and contractors who were involved in the creation, invention, development, conception, and reduction to practice of any portions of the Assets have waived their moral rights to such Assets and have assigned their rights, title, and interests, in and to the Assets, to the Assignor; and
 - (g) to the Assignor's knowledge, no actions, suits, claims, disputes, or proceedings concerning the Assets are currently pending or are threatened.
 - (h) The Assignor shall seek confirmations, acknowledgments, or authorizations where necessary from the original parties to the Asset agreements to properly assign the rights to the Assets to the Assignee.
- 2.12 **Cooperation and Further Assurance.** The Assignor will cooperate fully, and will ensure its employees and contractors, whether past or present, will cooperate fully, with the Assignee and its successors and assigns, with respect to signing further documents, and doing such acts and other things requested by the Assignee or its successors and assigns, to confirm the transfer of ownership of the Assets, the waiver of moral rights in and to the Assets, or to obtain or enforce any Intellectual Property Rights for any of the Assets. Without limiting the generality of the foregoing of this Section 2.6, for the purposes of recording the Assignment with the applicable patent offices or governmental authorities, the Assignor will execute confirmatory assignment documents that are substantially similar to the form attached to this Agreement as Schedule "A".
- 2.13 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter contained in this Agreement and supersedes all prior communications, negotiations, understandings, agreements, or representations, either written or oral, between the Parties with respect to such subject matter.

- 2.14 **Succession and Assignment.** This Agreement binds and inures to the benefit of the Parties and their permitted successors and assigns. The Assignor may not assign this Agreement or its rights or obligations under this Agreement without prior written consent of the Assignee.
- 2.15 **Enurement.** This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 2.16 **Delivery and Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Executed counterparts of this Agreement delivered by each Party by facsimile, e-mail, or other electronic means will be deemed to be original and fully binding on the Parties.
- 2.17 **Headings.** The headings contained in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement.
- 2.18 **Notices.** All notices and other communications under this Agreement will be made in writing, and will be effective when received at the addresses specified on the first page of this Agreement.
- 2.19 **Governing Law.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to its conflict of laws provision.
- 2.20 **Amendments and Waivers.** No amendment of this Agreement will be valid unless stated in writing and signed by authorized representatives of the Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to waive the breach and, unless otherwise provided, will be limited to the specific breach waived.
- 2.21 **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions of this Agreement will continue to be in full force and effect. The invalid, illegal, or unenforceable provision will be replaced with a provision that is valid, legal and enforceable and that is closest to the Parties' intention underlying the invalid, illegal, or unenforceable provision.
- 2.22 **Legal Costs.** Each of the parties hereto shall be liable for and shall pay their own legal and accounting costs and expenses incurred by Assignor and Assignee in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with effect as of the Effective Date.

RESOLUTE ONCOLOGY LIMITED

**ORGANACH BEVERAGE ACQUISITION CORP.
CHANGING ITS NAME TO NETWORK ONCOLOGY INC.**

By: /s/ Sean Maenpaa
(Signature)

By: /s/ Don Gordon
(Signature)

Name: Sean Maenpaa
Title: President, Director

Name: Don Gordon
Title: President, Director