LICENSE AGREEMENT REGARDING THE DETECTION OF THE EBOLA VIRUS

This License Agreement (hereinafter "Agreement") is entered into as of June 11, 2015 (the "Effective Date"), by and between BioLytical Laboratories, Inc., having its principal office at 1108 - 13351 Commerce Parkway, Richmond, British Columbia V6V 2X7 Canada, ("BioLytical" or "Licensor") and Network Oncology Inc., having its principal office at Suite 500 - 900 West Hastings Street, Vancouver, British Columbia, V6C 1E5 Canada ("NOI" or "Licensee") (each a "Party" and collectively, the "Parties").

WHEREAS, BioLytical has the right to grant a non-exclusive, world-wide license under the Licensed Patent, to make, have made, use, import, export, market, sell and distribute the Licensed Product, as those terms are defined below;

WHEREAS, BioLytical is willing to grant to NOI and NOI desires to obtain from BioLytical a non-exclusive, world-wide license under the Licensed Patent to make, have made, use, import, export, market, sell and distribute the Licensed Product solely for NOI;

WHEREAS, BioLytical is in the business of manufacturing and supplying the Licensed Product; and

WHEREAS, NOI has agreed to enter into a supply agreement with BioLytical for the manufacture and supply of the Licensed Product (the "Supply Agreement").

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties agree as follows:

(I) Definitions.

For the purpose of this Agreement, the terms set forth hereinafter shall be defined as follows:

1.1 Affiliate

"Affiliate" shall mean, with respect to an entity, any corporation or other business entity controlled by, controlling or under common control with such entity. For purposes of this Section 1.1, "control" shall mean, with respect to an entity, direct or indirect beneficial ownership of more than fifty percent (50%) of the voting stock or equity.

1.2 Licensed Patent

"Licensed Patent" shall mean the provisional patent listed in Appendix A and the subsequent issue of the patent and all divisions, continuations, continuations-in-part, and reissues of the patent and all corresponding foreign counterparts to the patent when and if applicable.

1.3 Licensed Product

"Licensed Product" shall mean the immunoassay rapid tests, sold under the Licensee's brand name only which: (i) detect target molecules that are specific for Ebola infection in biological samples using the biotin-avidin affinity assay designs described for the Licensed Product, conducted on Licensee's Point of Care Rapid Test Platform (as defined in Section 1.6); and (ii) allow visual and automated signal reading and interpretation through a single test unit format.

For clarity, "target molecules" can include any Ebola polypeptide or fragment thereof from VP, NP GP regions of the virus, or amplified Ebola RNA or DNA from biological samples and "biological samples" can include a body fluid, without limitation, such as blood, serum, plasma, mucous, or urine; cells or tissue, without limitation (*e.g.*, from a biopsy or autopsy) such as from bone, brain, breast, colon, muscle, nerve, ovary, prostate, retina, skin, skeletal muscle, intestine, testes, heart, liver, lung, kidney, stomach, pancreas, uterus, adrenal gland, tonsil, spleen or soft tissue.

For further clarity, Licensed Product expressly excludes (i) detection of target molecules that are not specific for Ebola infection in biological samples using the biotin-avidin affinity assay designs described for the licensed product.

1.4 Unit of Licensed Product(s)

"Unit of Licensed Product(s)" shall mean that portion of a Licensed Product required to test a single sample.

1.5 Point of Care Rapid Test Platform

"Point of Care Rapid Test Platform" shall mean the single use, flow through, in-vitro, qualitative immunoassay platform developed, manufactured by or for NOI or its Affiliates for the rapid, Point of Care (as defined in Section 1.6) detection of target molecules as described in section 1.3 for Ebola, including any improvements or modifications that may be made to such single use, flow through in vitro qualitative immunoassay platform.

1.6 Point of Care

"Point of Care" shall mean both professional and over-the-counter point of care.

1.7 Territory

"Territory" shall mean all the countries of the world.

1.8 Third Party

"Third Party" shall mean any party other than Licensor and NOI or their respective Affiliates.

1.9 Net Sales

"Net Sales" shall mean the gross amount invoiced by NOI or its Affiliates for the sale of Licensed Product to a Third Party within the Territory, less sales tax, VAT and custom duties, if applicable, paid by NOI or its Affiliates and the following expenses actually incurred by NOI as a result of such amounts invoiced: shipping costs, insurance costs, and rebates and returns (not to exceed 4% of total amount invoiced by NOI for sales of Licensed Product for any reporting period). For the avoidance of doubt, rebates includes wholesaler and cash discounts and allowances in amounts customary to the trade to the extent actually granted. Samples of Licensed Product provided by NOI to end users free of charge shall also be excluded in determining Net Sales up to a maximum of 2% of Units of Licensed Product sold by NOI per reporting period.

If a Licensed Product is sold in the form of a combination product containing one or more products that is not the Licensed Product, Net Sales for such combination product shall be calculated by multiplying actual Net Sales of such combination product by the fraction A/(A+B), where A is the list price in the relevant country of the Licensed Product if sold separately and B is the total list price in the relevant country of any other products in the combination if sold separately. If, on a country-by-country basis, the Licensed

Product and other assays contained in a combination product are not sold separately in such country, the Net Sales of such combination product shall be determined by multiplying the Net Sales of such combination product by the fraction A/(A+B), where A is the Licensed Product in the combination product and B is the number of other assays in the combination product that is not the Licensed Products.

(II) Grant of License

2.1 BioLytical grants to NOI a royalty-bearing, non-transferable, non-exclusive, world-wide license (with the right to grant sublicenses), under the Licensed Patent, to make or, have made by NOI's Affiliates only, use, import, export, offer to sell, and sell, market and distribute the Licensed Product in the Territory solely for NOI under NOI's brand name (the "License"). NOI shall not have the right to have the Licensed Product made by a Third Party without the prior written consent of BioLytical. For clarity, BioLytical grants to NOI a royalty-bearing, non-transferable, exclusive, world-wide license (with the right to grant sublicenses) to use, import, export, offer to sell, and sell, market and distribute the Licensed Product in the Territory.

2.2 For further clarity, NOI acknowledges and agrees that BioLytical may, in its sole discretion, utilize the Licensed Patent for its own purposes and/or grant licenses (with the right to grant sublicenses) under the Licensed Patent to a Third Party or Third Parties to either exclusively or non-exclusively make or have an Affiliate make, use, import, export, offer to sell, and sell, market and distribute all other products other than the Licensed Product which only NOI may make, use, import, export, offer to sell and sell, market or distribute.

2.3 For further clarity, BioLytical acknowledges that the sale to, or use by, third party customers of NOI of the Licensed Product exhausts BioLytical's patent rights as those rights relate specifically to the Licensed Product with respect to those third party customers, and BioLytical shall have no legal or equitable claim or demand against those third party customers in respect of any claim under the Licensed Patent which relates specifically to the Licensed Product in connection with such sales or uses.

2.4 BioLytical hereby releases each and every legal or equitable claim or demand which it now has or may hereafter have against NOI or its customers for the manufacture, use, import, export, offer to sell, or sale prior to the effective date of this Agreement, of the Licensed Product with respect to (i) any claim under the Licensed Patent which relates specifically to the Licensed Product , and (ii) any claim in any other patent or application for patent owned or hereafter acquired by BioLytical with respect to the Licensed Product.

(III) Fees and Royalties, Records and Reports

3.1 NOI shall pay to BioLytical a non-refundable license fee to be paid as set forth below (the "License Fee"):

(a) NOI shall pay U.S.$250,000 (two hundred fifty thousand United States Dollars) within 90 days of execution of this Agreement; and

(b) NOI shall pay to BioLytical an aggregate of 15,000,000 restricted common shares in the capital of NOI within 15 days of execution of this Agreement, subject to applicable securities laws and stock exchange rules.

3.2 NOI shall pay to BioLytical as a royalty in the Territory, the greater of: (a) 9% of Net Sales of the Licensed Product; or (b) US$0.50 per Unit of Licensed Product sold.

3.3 All royalty payments under this Agreement shall be paid on a quarterly basis, within forty-five (45) days after March 31st, June 30th, September 30th and December 31st of each year. All payments shall be

made in United States dollars. If Net Sales are invoiced in a currency other than United States dollars, then such Net Sales and NOI's royalty obligations based on such Net Sales shall be expressed in United States dollars converted on the basis of the average daily Bank of Canada foreign exchange rate for the thirty (30) day period ending on the payment date, as quoted at the Bank of Canada website.

3.4 NOI shall keep, and shall require its Affiliates to keep, full, true, and accurate books of account in accordance with the international financial reporting standards, containing all particulars necessary to show the amounts due and payable under this Agreement. Such books and the supporting data shall be open during normal business hours upon reasonable advance notice, at mutually agreed upon times, for three (3) years following the end of the calendar year to which they pertain (and access shall not be denied thereafter, if reasonably available), to the inspection of an independent certified public accountant retained by BioLytical. If in dispute, such records shall be kept until the dispute is settled. Inspection shall be at BioLytical's expense, unless the inspector concludes that the amount payable that is stated in a report is understated by five percent (5%) or more, in which case BioLytical's expenses incurred in connection with the inspection shall be paid by NOI. The Parties agree that any certified public accountant inspecting NOI's books pursuant to this Section 3.4 shall retain as confidential all information, including information about NOI's finances and customers gained as a result of that inspection, with the exception that the accountant shall be free to communicate information to BioLytical with respect to (i) whether or not NOI is in compliance with the terms of this Agreement, (ii) the results of the audit including financial information but not customer information, information relating to the accuracy of reports and payments made, and (iii) if in the accountant's professional opinion NOI is not complying or has not complied with the terms of the Agreement, the underlying facts and information relevant to said non-compliance. Such accountant shall be required to execute an agreement with NOI agreeing to the confidentiality provisions set forth in this Section 3.4. Information disclosed to BioLytical as a result of an inspection shall be subject to the confidentiality provisions set forth in Section 4.

3.5 NOI shall within forty-five (45) days after March 31st, June 30th, September 30th and December 3lst of each year of this Agreement, deliver to BioLytical a true and accurate written accounting report for each calendar quarter. Each report shall be substantially as set forth in Appendix B and shall in particular set forth, per Licensed Product and on a country-by-country basis: (i) the Net Sales; (ii) all deductions made by NOI pursuant to Section 1.10; (iii) the royalties payable by NOI to BioLytical pursuant to Section 3.2; (iv) the quantity of Licensed Product sold; (v) the name of Licensed Product sold; (vi) the Licensed Product's catalog codes; (vii) the quantity of Units of Licensed Product corresponding to each Licensed Product's catalog code; and upon BioLytical's written request (viii) the quantity of samples of Licensed Product provided to end users by NOI.

3.6 Simultaneously with the delivery of each royalty report, NOI shall pay to BioLytical or to BioLytical's designee, if designated in writing, the monies then due under this Agreement for the period covered by the report. Each report shall be made and sent by the due date to the following addressees or any other address that BioLytical may provide in writing:

BioLytical Laboratories, Inc.
1108-13351 Commerce Parkway,
Richmond, British Columbia V6V 2X7 Canada

Each payment shall be made and sent by the due date to the bank coordinates of BioLytical as provided by BioLytical from time to time (or to any other bank account, designee or address that BioLytical may advise in writing)

3.7 If NOI shall fail to pay any amount owing under this Agreement by the due date, the amount owed shall bear interest at the Canadian prime-lending rate ("prime rate") plus three (3) percent per annum calculated not in advance from the due date until paid.

3.8 Failure of NOI to pay any amount specified under this Agreement within thirty (30) days after the due date will give BioLytical the right to terminate this Agreement thirty (30) days after notice to NOI of the failure to pay which failure has not been cured within the latter thirty-day period.

3.9 In the event that this Agreement expires or is terminated pursuant to its terms and conditions, NOI will remain obligated to pay to Licensor any royalties due to BioLytical under Section 3 for each Licensed Product sold, upon NOI's receipt of payment after the termination of this Agreement.

3.10 In the event that any taxes, withholding or otherwise, are levied by any taxing authority in connection with accrual or payment of any royalties payable to BioLytical under this Agreement, NOI shall have the right to pay such taxes to the local tax authorities on behalf of BioLytical and the payment to BioLytical of the net amount due, after reduction by the amount of such taxes, shall fully satisfy NOI's royalty obligations under this Agreement, provided that appropriate documentation of such tax payment, including evidence of payment and receipt or any other appropriate documentation, is provided to BioLytical.

(IV) **Confidentiality**

4.1 The Parties shall maintain the confidentiality of the terms of this Agreement and shall not disclose the terms to any Third Party without the prior written consent of the other Parties. In addition, BioLytical shall maintain the confidentiality of any information disclosed to it as a result of any inspection conducted under Section 3.4 and shall use such information solely in connection with this Agreement. The confidentiality obligations in this Section 4 shall not apply where disclosure is required under applicable law or regulation (including applicable securities laws or regulations), in which case the affected Party shall notify the other Parties in writing in advance of such disclosure and, upon request, shall cooperate in seeking confidential treatment of the disclosed information. The Parties agree that the obligation of confidentiality shall also not apply if:

(a) the information is at the material time in the public domain through no fault of the receiving Party;

(b) the information is required by law to be communicated to a person who is authorized by law to receive it;

(c) the information is required to be provided to a stock exchange, regulatory body or government agency;

(d) disclosure of the information is necessarily made to a court, or to an arbitrator or administrative tribunal or to legal counsel in the course of proceedings provided that, in the case of any arbitration proceedings, BioLytical or NOI, as the case may be, first obtains from each and every party to those proceedings an undertaking, enforceable by BioLytical or NOI, as the case may be, that each party will similarly not divulge or communicate, without BioLytical or NOI, as the case may be, written consent, any information referred to in this clause;

(e) the information is required to be disclosed to any government agency whether in connection with the granting of any license or otherwise, but such disclosure is to be made only with the consent of the Party not disclosing the information; or

(f) the disclosure is made to effect registration of this Agreement with a Patent Office or other Industrial Property Authority.

4.2 All press releases relating to this Agreement shall require the prior approval of authorized representatives of BioLytical and NOI.

(V) **Compliance and Quality**

5.1 In the exercise of any and all rights and in performance hereunder, it shall be the duty of NOI to comply fully with all applicable laws, regulations and ordinances and to obtain and keep in effect any licenses, permits and other governmental approvals (federal, state or local) necessary or appropriate to carry on NOI's activities hereunder.

5.2 BioLytical does not approve or endorse the Licensed Product sold by NOI in any way or for any purpose. Quality and quality control, according to standards and requirements that may exist in the marketplace from time to time, are the sole responsibility of NOI.

(VI) **Assignment**

6.1 This Agreement may not be assigned or transferred by NOI, by operation of law, merger, change in ownership or control, including acquisition of the assets or change in ownership or control of the stock of NOI, without the prior written consent of BioLytical said consent not to be unreasonably withheld. The term "change in ownership or control" shall have the meaning set forth in Section 8.5.

(VII) **Warranty, Negation of Warranties and Indemnity**

7.1 BioLytical warrants that it is the sole and exclusive owner of the entire right, title and interest in and to the Licensed Patent and has the right to enter into this Agreement and grant the license granted to NOI herein.

7.2 Nothing in this Agreement shall be construed as: (a) a warranty or representation by BioLytical as to the validity or scope of any Licensed Patent; (b) a warranty or representation that the practice under the Licensed Patent is or will be free from infringement of patents of Third Parties; (c) an authority or obligation to sublicense or to sue Third Parties for infringement; (d) except as expressly set forth herein, conferring the right to use in advertising, publicity or otherwise, in any form, the name of, or any trademark or trade name of BioLytical; (e) conferring by implication, estoppel or otherwise any license, immunity or right under any patent owned by or licensed to BioLytical other than the Licensed Patent, regardless of whether such patent is dominant or subordinate to the Licensed Patent; (f) an obligation to furnish any know-how; or (g) creating any agency, partnership, joint venture or similar relationship between BioLytical and NOI.

7.3 BioLytical makes no express or implied warranties of merchantability or fitness for a particular purpose. BioLytical shall not be liable for any consequential damages or lost profits of NOI.

7.4 NOI shall assume full responsibility for its operation under the Licensed Patent and shall defend, indemnify and hold BioLytical harmless from and against all liability, demands, damages, expenses (including reasonable attorneys' fee) and losses for death, personal injury, illness, property damage or any other injury or damage, including any damages or expenses arising in connection with state or federal regulatory action, arising from the manufacture, use or sale of Licensed Products.

7.5 BioLytical may terminate this Agreement with immediate effect in the event that NOI, either directly or indirectly, challenges the validity of the Licensed Patent.

(VIII) **Term and Termination**

8.1 This Agreement shall become effective on the Effective Date and shall continue for a period of twenty (20) years from the Effective Date, unless sooner terminated in accordance with the terms of either this Agreement or the Supply Agreement.

8.2 This Agreement shall terminate upon a holding of invalidity or unenforceability of the Licensed Patent by a final court decision from which no appeal is or can be taken (except for a writ of certiorari to the Canadian Supreme Court).

8.3 This Agreement may be terminated by NOI by giving written notice to BioLytical. The termination shall be effective sixty (60) days after the notice. If the Agreement is terminated by NOI before the License Fee is fully paid, the unpaid portion of the License Fee shall become due immediately and shall be paid by NOI within ten (10) days of its notice of termination.

8.4 The unappealable decision of a court or administrative body finding BioLytical liable or culpable due to NOI's manufacture or sale of the Licensed Product covered by this Agreement shall give BioLytical the right to terminate this Agreement immediately upon notice, unless NOI obtains a complete release of BioLytical and fully indemnifies BioLytical for such liability.

8.5 This Agreement shall terminate upon (i) an adjudication of NOI as bankrupt or insolvent, or admission in writing of its inability to pay its obligations as they mature; (ii) an assignment of this Agreement by NOI for the benefit of creditors; (iii) the appointment of, or NOI applying for or consenting to the appointment of, a receiver, trustee or similar officer for a substantial part of its property, which appointment is not withdrawn or otherwise cured within ninety (90) days after such original appointment; (iv) the institution of or any act of NOI instituting any bankruptcy, insolvency arrangement, or similar proceeding, or (v) the issuance or levy of any judgment, writ, warrant of attachment or execution or similar process against a substantial part of the property of NOI.

8.6 Upon any breach of or default of a material term under this Agreement by NOI (except for a payment default covered under Section 3.8), BioLytical may terminate this Agreement upon sixty (60) days after receipt of written notice. BioLytical will withdraw such notice if, during the notice period, NOI fully cures such breach or default.

8.7 Upon expiration or termination of this Agreement, all rights granted to NOI shall revert to or be retained by BioLytical.

8.8 Notwithstanding the above, if BioLytical terminates this Agreement for any reason other than an uncured payment default by NOI, NOI shall have the right to dispose of its existing inventory of Licensed Product and to complete all outstanding orders for Licensed Product for a period of up to six (6) months after the effective date of termination; provided that NOI fulfills its obligations to report and pay royalties on such Licensed Products in accordance with this Agreement.

8.9 Effect of Expiration or Termination

(a) Upon termination of this Agreement, and in addition to the rights set out Sections 3.9 and 8.8, BioLytical shall have the right to retain any sums already paid by NOI hereunder, and NOI shall pay all sums accrued hereunder which are then due.

(b) Sections 3.4, 3.5, 3.6, 3.7, 3.9, 4, 7.2, 7.3, 7.4, 8.8, 8.9, 10.1,10.2 and 10.5 shall survive any termination or expiration of the Agreement.

(IX) **Counterparts**

9.1 This Agreement may be signed in any number of counterparts, all of which taken together and when delivered shall constitute one and the same instrument. Any one of the Parties may enter into this Agreement by signing any such counterpart.

(X) **General**

10.1 This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof, and supercedes all prior negotiations, representations, agreements and understandings. This Agreement may be modified or amended only by a writing executed by authorized representatives of each of the Parties.

10.2 Any notice required or permitted to be given by this Agreement shall be given by postpaid, first class, registered or certified mail, or by courier, properly addressed to the other party at the respective address set forth herein or another address that may be provided by written notice of either Party to the other Party:

If to BioLytical:

BioLytical Laboratories, Inc.
1108-13351 Commerce Parkway,
Richmond, British Columbia V6V 2X7 Canada
Attention: General Counsel

If to NOI:

Network Oncology Inc.
Suite 500 - 900 West Hastings Street,
Vancouver, British Columbia V6C 1E5 Canada
Attention: General Counsel

10.3 Force Majeure

If the performance of any part of this Agreement by any Party, or of any obligation under this Agreement (with the exception of payment of royalties), is prevented, by reason of acts of God, fire, earthquakes, acts of war, civil unrest or other similar cause beyond the control of the Party liable to perform, unless conclusive evidence to the contrary is provided, the Party so affected shall, upon giving written notice to the other Party, be excused from such performance provided that the affected Party shall use reasonable efforts to avoid or remove such causes of non-performance and shall continue performance with the utmost dispatch whenever such causes are removed. When such circumstances arise, the Parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

10.4 Construction

Each of the Parties and each of their respective counsel have negotiated this Agreement. This Agreement will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party.

10.5 Severability

If any provision of the Agreement is held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the illegal, invalid, or unenforceable provision shall be promptly substituted by the Parties by a legal, valid or enforceable one, approximating as closely as possible the original commercial intent of the Parties.

(XI) **Governing Law and Venue**

11.1 This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia without giving effect to its conflicts of law principles. The Parties agree that the exclusive jurisdiction and venue for any dispute or controversy arising from this Agreement shall be the courts of British Columbia, Canada and the parties shall attorn to its jurisdiction.

IN WITNESS WHEREOF, BioLytical and NOI have executed this Agreement as of the Effective Date.

BIOLYTICAL LABORATORIES, INC.	NETWORK ONCOLOGY INC.
By: s//Robert Mackie	By: s//Bill Thomas
President	CFO and Director