

## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the “Agreement”) is entered into as of February 11, 2024, by and among HIMV LLC, a Delaware limited liability company, as seller (“Seller”), and BioVaxys Technology Corp., a British Columbia-registered company, as purchaser (“Purchaser”).

### RECITALS

**WHEREAS**, IMV Inc., a corporation existing under the laws of Canada (“IMV”) and Immunovaccine Technologies Inc., a corporation existing under the laws of the Province of Nova Scotia (“IVT” and collectively with IMV, the “Debtors”) were indebted to lenders (collectively, the “Lenders”) under the terms of (a) a Venture Loan and Security Agreement, dated as of December 17, 2021 (as amended, restated, supplemented, and/or modified from time to time, the “Loan Agreement”); and (b) all notes, security agreements, and other documents, instruments, and agreements entered into in connection with the Loan Agreement (as amended, restated, supplemented, and/or modified from time to time, collectively with the Loan Agreement, the “Loan Documents”).

**WHEREAS**, to secure their obligations under the Loan Documents, IMV and IVT pledged substantially all of their personal property to Horizon Technology Finance Corporation, as collateral agent for the Lenders (the “Collateral Agent”).

**WHEREAS**, by an Order of the Supreme Court of Nova Scotia (the “CCAA Court”) made on May 1, 2023 (as amended and restated from time to time, the “Initial Order”), the Debtors commenced proceedings (the “CCAA Proceedings”) under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”).

**WHEREAS**, on June 2, 2023, the CCAA Proceedings were recognized by the United States Bankruptcy Court for the District of Delaware (the “US Bankruptcy Court”) under chapter 15 of the United States Bankruptcy Code, Chapter 15 Case No. 23-10589 (KBO) (Jointly Administered) (the “Chapter 15 Proceedings”).

**WHEREAS**, in connection with a sale and investment solicitation process approved by the CCAA Court in the CCAA Proceedings, the Collateral Agent submitted a credit bid, on behalf of the Lenders, for the Debtors’ intellectual property and related books and records.

**WHEREAS**, pursuant to an Agreement of Purchase and Sale, dated as of September 1, 2023 (the “Secured Party Purchase Agreement”), the Debtors agreed to sell, and the Collateral Agent agreed to purchase, by release and satisfaction of a portion of the secured obligations owing to the Lenders, the Debtors’ intellectual property and related books and records.

**WHEREAS**, pursuant to an Approval and Vesting Order (the “Approval and Vesting Order”) entered on September 6, 2023, in the CCAA Proceedings, the CCAA Court approved the Secured Party Purchase Agreement and the transactions contemplated therein, and pursuant to the *Order Granting Motion Pursuant to Sections 105(a), 363 (as Applicable), 365, 1507, 1520, 1521, and 1525 of the Bankruptcy Code and Bankruptcy Rule 9006, for Entry of an Order (I) Recognizing and Enforcing (A) the Approval and Vesting Order and (B) Certain Portions of*

*the Interim Distribution and WEPPA Order and (II) Granting Related Relief* [Docket No. 40] (the “US Sale Recognition Order” and collectively with the Approval and Vesting Order, the “Sale Orders”), entered on September 21, 2023, the US Bankruptcy Court recognized the Approval and Vesting Order in the Chapter 15 Proceedings.

**WHEREAS**, pursuant to the terms of the Secured Party Purchase Agreement, the Collateral Agent designated Seller to take title to the the IMV Assets (as defined herein), which is now being purchased by and assigned and transferred to the Purchaser herein in accordance with the terms and conditions hereof.

**WHEREAS**, Seller desires to sell, and Purchaser desires to acquire the IMV Assets (as defined herein), pursuant to the terms and conditions set forth herein.

## **AGREEMENT**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following capitalized terms shall have the meanings specified below:

“Affiliate” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“APA Documents” means this Agreement, the Bill of Sale, the Assignment of Patents, the Assignment of Trademarks, the Assignment and Assumption Agreement, and all other transfer documentation executed by and between Seller and Purchaser to transfer the IMV Assets to Purchaser.

“Books and Records” means all non-privileged books, files and records in Seller’s possession which pertain to the IMV Assets, recorded or stored by means of any device (including in electronic form), including all clinical trial and experimental data, regulatory records, filings and correspondence, and records relating to the IMV IP; provided that, Books and Records shall exclude all books, files and records pertaining to the Excluded Assets.

“Calendar Quarter” means the respective periods of three consecutive calendar months ending on March 31, June 30, September 30 and December 31.

“Clarivate Agreement” means the Agreement, dated as of August 12, 2022, by and between Seller (as successor to IVT) and CPA Global IPAN LLC (a/k/a Clarivate).

“Collateral” means, whether now owned or subsequently acquired, created or developed by Purchaser, all right, title, interest, claims and demands of Purchaser in and to the following:

(i) any and all IMV Assets; (ii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; (iii) any and all License Agreements, (iv) any and all substitutions for, additions and accessions to, and proceeds of the foregoing, including, without limitation, Gross Sales, Net Licensing Revenues, and any other income, royalties, and other payments and proceeds arising from the sale, disposition, or licensing of the foregoing; and (v) all of Purchaser's books and records relating to the foregoing.

“Commercialize” or “Commercializing” means to market, promote, distribute, offer for sale, sell, have sold, import, have imported, export, have exported or otherwise commercialize a product. When used as a noun, “Commercialization” means any and all activities involved in Commercializing.

“Commercially Reasonable Efforts” means, with respect to the efforts to be expended by Purchaser with respect to a given objective or obligation, the use of reasonable, diligent efforts and resources (including use and expenditure of resources) as normally used by companies in the biopharmaceutical industry for the achievement of the same or a substantially similar objective or obligation on a timely basis.

“Consideration Shares” means the number of common shares in the capital of Purchaser to be issued pursuant to the terms of this Agreement, to equal \$250,000 in value, at a price per share equal to the volume-weighted average price of the common shares in the capital of Purchaser during the 20 trading day period immediately prior to the Closing Date.

“Covered” means with respect to any product and any IMV Patent Right, that the manufacture, use, sale, import, export or practice of such product is within the scope of any Valid Claim of such IMV Patent Right.

“CSE” means the Canadian Securities Exchange.

“Data Servers” means all cloud and physical data servers to which Seller has right of access which holds any IMV IP.

“Existing Licenses” means (i) the Amended and Restated License and Supply Agreement, dated as of May 18, 2022, by and between Seller (as successor to IVT), as licensor, and SpayVac for Wildlife Inc., a Wisconsin corporation (“SpayVac”), as licensee, (ii) License Agreement 2, dated as of December 28, 2007, as amended by that certain First Amendment to License Agreement 2, dated as of June 9, 2010, by and between Seller (as successor to IVT), as licensor, and Zoetis Inc. (“Zoetis”), a Delaware corporation (as successor to Pfizer Inc. (“Pfizer”), a Delaware corporation) (Bovine Anti-LHRH Vaccines), (iii) License Agreement 3, dated as of November 11, 2009, by and between Seller (as successor to IVT), as licensor, and Zoetis (as successor to Pfizer) (All Other Vaccines, except Bovine Clostridial and Bovine Anti-LHRH Vaccines), and (iv) License Agreement, dated as of July 12, 2010, between MERCK KGaA, a German company, and SURVAC ApS, a Danish company (collectively, “Merck”), and Seller (as successor to IVT).

“Existing Licensees” means SpayVac and Zoetis.

“Governmental Authority” means the government of the United States, Canada or any other nation, or any political subdivision thereof, whether state, provincial, territorial, regional, aboriginal, municipal or local, and any agency, authority, instrumentality, regulatory body, court, tribunal, central bank or other entity exercising executive, legislative, judicial, ministerial, prerogative, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Gross Licensing Revenues” means all gross proceeds received by (or that would have been receivable, but for a Payment Direction, by) Purchaser and its Affiliates from any Licensee pursuant to a License Agreement (including, without limitation, upfront payments, milestone payments, and Licensing Sales Revenues). In the case of any License Agreement pursuant to which Purchaser or its Affiliates receives value other than money, such as barter or counter trade, in consideration for the rights granted under the IMV IP, Gross Licensing Revenues shall be calculated based on the fair market value of the consideration given. For the avoidance of doubt, Gross Licensing Revenues shall (i) exclude proceeds from licensing arrangements related solely to Unrelated BioVaxys IP and (ii) be calculated on a Licensee-by-Licensee basis for each Calendar Quarter during the Licensing Sales Earn-Out Term or Licensing Non-Sales Earn-Out Term, as applicable.

“Gross Sales” means, with respect to an IMV Product, the gross amount invoiced to or received by or for the benefit of the Purchaser or its Affiliates in consideration for the sale, transfer, or other disposition of any IMV Product (whether such sale is made directly by Purchaser or any of its Affiliates, or through any co-promotion, co-commercialization, or other similar partnership with any Third Party), but for clarity, excluding any amounts received by any Licensee or Sublicensee with respect to the sale, transfer, or other disposition of any IMV Product by such Licensee or Sublicensee (royalties or other payments with respect to which shall be treated as Net Licensing Revenues). In the case of any other sale, transfer, or other disposal for value (including, but not limited to, a barter or counter trade) of any IMV Product, or part thereof, other than in an arm’s length transaction exclusively for money, Gross Sales shall be calculated based on the fair market value of the consideration given.

“IMV IP” means, all Intellectual Property transferred to Seller by the Debtors pursuant to the IMV Sale Documents that is recognized under the laws of the Specified Jurisdictions, including those listed on Schedule A-1 and A-2 attached hereto, and any Data Servers containing any of the foregoing.

“IMV Patent Right” means any patent or patent application included in the IMV IP and any patent or patent application throughout the world that claims priority to or shares common priority with any such patent or patent application, including (a) any provisional patent applications and international (PCT) applications), (b) all patent applications filed either from such patents, patent applications, or provisional applications or from an application claiming priority from or sharing common priority with any of these, including divisionals, continuations,

continuations-in-part, converted provisionals, and continued prosecution applications, (c) any and all patents that have issued or in the future issue from the foregoing patent applications, including utility models, petty patents and design patents and certificates of invention, (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including adjustments, revalidations, reissues, re-examinations, and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications, and (e) any similar government-issued rights.

“IMV Product” means any product (including any apparatus or kit), Covered by a Valid Claim of a IMV Patent Right. For the avoidance of doubt, “IMV Product” does not include any Unrelated BioVaxys Product.

“IMV Sale Documents” means the Secured Party Purchase Agreement, the Sale Orders, and all other transfer documentation executed by and between the Debtors and Seller to transfer the “Purchased Assets” (as defined in the Secured Party Purchase Agreement) to Seller.

“Intellectual Property” means all intellectual and industrial property and any and all forms of protection having equivalent or similar effect anywhere in the world and all rights therein as recognized under the laws of Canada, United States, and/or any other countries or jurisdictions, whether registered or unregistered and including rights in and to: (a) trademarks, trademark rights, service marks and service mark rights (and applications and registrations therefor and the goodwill associated therewith), whether registered or not; (b) patents and patent rights (and applications and registrations therefor and divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same), whether registered or not; (c) copyrights and works of authorship (including applications and registrations therefor and like protections in each work or authorship and derivative work thereof), whether published or unpublished; (d) mask works (and applications and registrations therefor); (e) trade names, trade styles, software and computer programs, source code, object code, licenses, methods, processes, drawings, specifications, descriptions, any memoranda, notes, and records with respect to any research and development, methods, processes, trade secrets, know-how, and proprietary and confidential technical or business information, whether in tangible or intangible form; (f) any technology; and (g) industrial designs.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

“Knowledge of Seller” or “Knowledge”, when used with respect to Seller, means the current actual knowledge of [REDACTED], in their capacities of officers of Seller or its Affiliates. For the avoidance of doubt, any representations, warranties, covenants and agreements in the APA Documents made on the part of Seller is made by Seller and is not intended to be nor is a personal representation, warranty, covenant or agreement of any other Person, including those Persons named in this definition of “Knowledge of Seller” and any other representative of Seller or Seller’s Affiliates.

“License Agreement” means any agreement between Purchaser or any of its Affiliates and any Third Party pursuant to which such Third Party is granted a license, assignment, transfer, option to receive a license, assignment, or transfer, or any other right under the IMV IP, including,

without limitation, the Existing Licenses with the Existing Licensees. For clarity, any agreement between Purchaser or any of its Affiliates and any Third Party that contains a license, assignment, transfer, option to receive a license, assignment, or transfer of only Unrelated BioVaxys IP (and no IMV IP) is not a License Agreement.

“Licensee” means any Third Party under any License Agreement.

“Licensing Earn-Out Percentage” means, with respect to (A) any Existing Licensee or Pre-Existing Potential Licensee, 75% and (B) all other Licensees, 15%.

“Licensing Sales Revenues” means all gross proceeds received by (or that would have been receivable, but for a Payment Direction, by) Purchaser and its Affiliates from any Licensee pursuant to a License Agreement with respect to the sales of IMV Products (including, without limitation, royalty payments, profit share payments, or sales milestone payments). In the case of any License Agreement pursuant to which Purchaser or its Affiliates receives value other than money with respect to the sales of IMV Products, such as barter or counter trade, Licensing Sales Revenues shall be calculated based on the fair market value of the consideration given. For the avoidance of doubt, Licensing Sales Revenues shall (i) exclude proceeds from licensing arrangements related solely to Unrelated BioVaxys IP and (ii) be calculated on a Licensee-by-Licensee basis for each Calendar Quarter during the Licensing Sales Earn-Out Term.

“Lien” means any lien (statutory or otherwise), mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any agreement to give or refrain from giving a lien, mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind.

“Lien Effective Date” means the date on which the first Seller Earn-Out Payment is due and payable.

“Net Licensing Non-Sales Revenues” means all gross proceeds received by (or that would have been receivable, but for a Payment Direction, by) Purchaser and its Affiliates from any Licensee pursuant to a License Agreement (including, without limitation, upfront payments or milestone payments) other than Licensing Sales Revenue, minus reasonable, out-of-pocket expenses incurred by Purchaser and its Affiliates in connection with the preparation, negotiation, execution, and delivery of documentation required to effectuate such License Agreement; provided, however, that Net Licensing Non-Sales Revenues shall exclude amounts paid to Purchaser under the License Agreement (a) on a time and materials basis in consideration of research services performed by Purchaser under the License Agreement, and (b) to reimburse Purchaser for out-of-pocket amounts paid to Third Parties performing research under the License Agreement, including, without limitation, CDMO (Contract Development and Manufacturing Organization), CRO (Contract Research Organization) and PI (Principal Investigator) expenses related to such research (such costs in connection with the preparation, negotiation, execution, and deliver of such documentation and the amounts in clause (a) and (b) collectively (such out-of-pocket expenses, “Purchaser Deductions”). In the case of any License Agreement pursuant to

which Purchaser or its Affiliates receives value other than money, such as barter or counter trade, in consideration for the rights granted under the IMV IP, Net Licensing Non-Sales Revenues shall be calculated based on the fair market value of the consideration given. For the avoidance of doubt, Net Licensing Non-Sales Revenues shall (i) exclude proceeds from licensing arrangements related solely to Unrelated BioVaxys IP and (ii) be calculated on a Licensee-by-Licensee basis for each Calendar Quarter during the Licensing Non-Sales Earn-Out Term.

“Net Licensing Revenues” means, collectively, the Net Licensing Non-Sales Revenues and the Licensing Sales Revenues.

“Person” means any individual, any partnership, any corporation, any business trust, any joint stock company, any limited liability company, any unincorporated association or any other entity and any domestic or foreign national, state, provincial or local government, any political subdivision thereof, and any department, agency, authority or bureau of any of the foregoing.

“Pre-Existing Potential Licensee” means the Person identified in writing by Seller as the Pre-Existing Potential Licensee in the closing certificate delivered by Seller at the Closing, if Purchaser or any of its Affiliates enters into a licensing arrangement in the field of allergy and immune-mediated allergy disease with such Person within 18 months of the Closing Date.

“PPSA” means the *Personal Property Security Act* (Ontario) as in effect from time to time or, when the laws of any other jurisdiction govern the perfection, priority or enforcement of any Lien, the Personal Property Security Act or such other applicable legislation in effect from time to time in such other jurisdiction.

“Purchaser Public Documents” means the documents filed by Purchaser with the Canadian securities regulatory authorities, stock exchanges and all applicable self-regulatory authorities on or after January 1, 2023.

“Purchaser Shares” means the common shares in the capital of Purchaser, as constituted as at the date of this Agreement.

“Regulatory Approval” means all technical, medical and scientific licenses, registrations, authorizations and approvals (including approvals of new drug applications, supplements and amendments, pre- and post- approvals, pricing approvals and third party reimbursement approvals, and labeling approvals) of any Regulatory Authority, necessary for the use, development, manufacture, or commercialization of a pharmaceutical product in a regulatory jurisdiction.

“Regulatory Authority” means any national (e.g., the FDA), supra-national (e.g., the European Commission, the Council of the European Union, or the European Medicines Agency), regional, state or local regulatory agency, department, bureau, commission, council or other Governmental Authority involved in the granting of a Regulatory Approval or, to the extent required in such country, price approval, for pharmaceutical products in such country.

“Secured Obligations” means any and all Seller Earn-Out Payments, interest due on Seller Earn-Out Payments and all other fees, costs, expenses, indemnities, amounts, obligations,

covenants, and duties owing by Purchaser to Seller under this Agreement, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

“Security Documents” means this Agreement, the Canadian Security Agreement, the IP Security Agreements, the Existing Licensee Directions, and each other agreement, instrument or document that creates or purports to create a Lien in the Collateral in favor of Seller.

“Seller Earn-Out Payments” means the Licensing Earn-Out Payments, Milestone Earn-Out Payments, and Sale Earn-Out Payments.

“Specified Jurisdictions” means Canada, Europe, France, Germany, Great Britain, Italy, Japan, Spain, Korea, and Israel and the United States.

“Sublicensee” means any Third Party to whom a Licensee (or other Sublicensee) grants any license, assignment, transfer, option to receive a license, assignment, or transfer, or any other right under the IMV IP.

“Tax” or “Taxes” means any and all supranational, national, federal, provincial, state, local or other taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, net worth, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, ad valorem, branch excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers’ compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, premium taxes, alternative or add-on minimum taxes, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions.

“Third Party” means any Person other than Purchaser, Seller or their respective Affiliates.

“Unrelated BioVaxys IP” means Intellectual Property owned or licensed by Purchaser that is not included in the IMV Assets.

“Unrelated BioVaxys Product” means any product, now or in the future, that is based solely on Unrelated BioVaxys IP and is not Covered by a Valid Claim of an IMV Patent Right.

“Valid Claim” means a pending, issued or unexpired claim of a patent or pending patent application included in the IMV Patent Rights so long as such claim (a) shall not have been irrevocably abandoned or declared to be invalid in an unappealable decision of a court or other authority or competent jurisdiction or (b) has not been pending for more than seven (7) years from the date of the initial substantive office action with respect to its parent application.

## 2. Sale of IMV Assets.



(a) Upon the terms and subject to the conditions of this Agreement, in consideration of and in exchange for Seller's receipt of the Purchase Price defined in Section 6 (*Purchase Price*), Seller agrees, on the Closing Date (as defined below), to sell, transfer, assign, and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's rights, title, and interests in the following personal property of Seller (the "IMV Assets"):

(i) the IMV IP, and all claims and causes of action for past, present, and future infringement, misappropriation, or other violation thereof;

(ii) the Existing Licenses and the Clarivate Agreement; and

(iii) the Books and Records; *provided, however*, that Seller shall be entitled to retain copies of all books, files, and records, as are reasonably necessary for Seller to fulfill its fiduciary and administrative duties, including, without limitation, tax preparation (the "Excluded Books and Records").

(b) On the Closing Date:

(i) Seller shall execute and deliver to Purchaser (1) a Bill of Sale, in the form attached as Exhibit A hereto (the "Bill of Sale"), (2) an Assignment of Patents in the form attached as Exhibit B hereto (the "Assignment of Patents"), and (3) an Assignment of Trademarks in the form attached as Exhibit C hereto (the "Assignment of Trademarks");

(ii) Purchaser shall execute and deliver to Seller (1) a Canadian-law governed security agreement, in the form attached as Exhibit D hereto (the "Canadian Security Agreement"), (2) undated, short-form intellectual property security agreements in form and substance satisfactory to Seller and suitable for recording with the Canadian Intellectual Property Office ("CIPO") and the United States Patent and Trademark Office ("USPTO") (collectively, the "IP Security Agreements"), and (3) irrevocable direction to each Existing Licensee to remit the Licensing Earn-Out Payments directly to Seller, in the form attached as Exhibit E hereto (the "Existing Licensee Directions"). Seller shall hold the IP Security Agreements in escrow and not file, record, or register them with the CIPO or USPTO until the occurrence of the Lien Effective Date. Upon the occurrence of the Lien Effective Date, Seller shall be automatically authorized and entitled to date (as of the Lien Effective Date), file, record, and/or register the IP Security Agreements with the CIPO or USPTO. For clarity, the Seller confirms that the provisions of the IP Security Agreements shall not be effective until the Lien Effective Date.

(iii) Seller and Purchaser shall execute and deliver to each other an Assignment and Assumption of Contracts in the form attached as Exhibit F hereto (the "Assignment and Assumption Agreement").

3. Excluded Assets. All assets of the Seller other than the IMV Assets (collectively, the "Excluded Assets") shall be excluded from the purchase and sale of assets herein, including, without limitation, the following items:

(a) all cash, cash equivalents and uncashed checks;

(b) any contracts, agreements or licenses other than the Existing Licenses and Clarivate Agreement, including Seller's rights under this Agreement;

(c) any right that Seller has with respect to tax refunds, claims for tax refunds, and tax attributes; and

(d) the Excluded Books and Records.

4. Assumed Liabilities. On the Closing Date, Purchaser shall assume all obligations and liabilities of Seller arising from or relating to the IMV Assets, to the extent accrued on or after the Closing Date, including, without limitation, all fees, costs, and expenses relating to the prosecution, maintenance, and Regulatory Approvals for the IMV IP and all obligations and liabilities under the Existing Licenses and Clarivate Agreement (collectively, the "Assumed Liabilities").

5. Excluded Liabilities. Except for the Assumed Liabilities, Purchaser shall not assume or become obligated in any way to pay any liabilities, debts, or obligations of Seller, including any obligations, debts and/or liabilities arising from or relating to the IMV Assets that have accrued prior to the Closing Date. Notwithstanding the foregoing, Purchaser shall reimburse Seller for all reasonable fees and expenses incurred by Seller, including legal and filing fees, to maintain the IMV Assets on and after February 1, 2024 (the "Reimbursable Maintenance Costs").

6. Purchase Price. As consideration for the sale, transfer, and conveyance of the IMV Assets by Seller, Purchaser agrees to deliver at Closing the following consideration (collectively, the "Purchase Price"):

(a) \$750,000 in cash in United States dollars *plus* the Reimbursable Maintenance Costs (the "Cash Consideration"), which shall be paid to Seller by wire transfer of immediately available funds in accordance with wire instructions specified by Seller to Purchaser;

(b) a DRS Certificate representing the Consideration Shares, registered in the name of the Seller (or as the Seller may otherwise direct in writing) and bearing such resale legends required by applicable securities laws, including, but not limited to, a four month and one day restricted legend required under applicable Canadian securities laws and any restricted legend required by United States securities laws, but otherwise free and clear of any and all encumbrances (the "DRS Certificate"); and

(c) effective as of the Closing Date (except to the extent such rights are specified to be effective as of the Lien Effective Date), the rights specified as set forth in Sections 7 (*Earn-Out Payments*) through 12 (*Call Option*) and Section 20 (*Expenses*) below and in the Security Documents (collectively, the "Seller Rights").

7. Earn-Out Payments. Effective as of the Closing Date, Purchaser hereby agrees that Seller shall be entitled to the following:

(a) Milestone Payments. Purchaser shall make the following earn-out payments (the "Milestone Earn-Out Payments") to Seller upon the occurrence of any of the

following milestones with respect to any IMV Product, whether such milestone is achieved by Purchaser, its Affiliates, or any Licensee or Sublicensee (the “Milestones”):

- (i) \$200,000 upon completion of each and any successful Phase II clinical study;
- (ii) \$75,000 upon the dosing of the first human subject in each Phase III clinical study;
- (iii) \$500,000 upon the completion of each and any successful Phase III clinical study; and
- (iv) \$1,000,000 upon receipt of marketing approval for each of United States, Canada, European Union, United Kingdom, Japan, or Australia and \$200,000 upon receipt of marketing approval in any other jurisdiction.

(b) Sale Earn-Out Payments. Seller shall be entitled to earn-out payments equal to 6.0% royalties on all Gross Sales by Purchaser and its Affiliates of IMV Products made during the Sale Earn-Out Period in each jurisdiction (the “Sale Earn-Out Payments”). “Sale Earn-Out Period” means, on IMV Product-by-IMV Product basis, the period commencing upon the first commercial sale of an IMV Product by Purchaser and its Affiliates in any country in the world following the receipt of Regulatory Approval to market such IMV Product in such country from the relevant Regulatory Authority (e.g., the FDA in the U.S. or the EMA in the E.U.) and ending upon the expiration of the last IMV Patent Right containing a Valid Claim that Covers such IMV Product. Purchaser shall have the option, at its sole election, but not the obligation, to repurchase and cancel the Sale Earn-Out Payments in exchange for a one-time cash payment to Seller of \$25,000,000 (the “Sale Earn-Out Termination Payment”), and upon Seller’s receipt of the Sale Earn-Out Termination Payment, Purchaser’s obligation to pay the Sale Earn-Out Payments shall cease. For clarity, in such event, Seller will not be required to refund any Sale Earn-Out Payments received by it prior to its receipt of such Sale Earn-Out Termination Payment.

(c) Licensing Earn-Out Payments.

(i) During the Licensing Non-Sales Earn-Out Term, Purchaser shall pay to Seller 15% of Net Licensing Non-Sales Revenues; provided, that, Purchaser shall pay to Seller 75% of Net Licensing Non-Sales Revenues from any Existing Licensee or Pre-existing Potential Licensee (the “Licensing Non-Sales Earn-Out Payments”). The “Licensing Non-Sales Earn-Out Term” means (a) with respect to payments received from an Existing Licensee or Pre-existing Potential Licensee, the period ending upon the expiration of the last Valid Claim of an IMV Patent Right that is subject to the License Agreement to which such Existing Licensee or Pre-existing Potential Licensee is party, and (b) with respect to any other payment received under a License Agreement, the period ending on the eighth anniversary of the Closing Date.

(ii) During the Licensing Sales Earn-Out Term, Purchaser shall pay to Seller 15% of Licensing Sales Revenues; provided, that, Purchaser shall pay to Seller 75% of Licensing Sales Revenues from any Existing Licensee or Pre-existing Potential Licensee (the “Licensing Sales Earn-Out Payments” and collectively with the Licensing Non-Sales Earnout Payments, the “Licensing Earn-Out Payments”). The “Licensing Sales Earn-Out Term” means

the period of time commencing upon Purchaser's first receipt of any Licensing Sales Revenue and continuing for so long as Purchaser receives any Licensing Sales Revenue.

(iii) From and after Closing, upon the execution and delivery of each License Agreement, Purchaser shall irrevocably direct the Licensee under such License Agreement in writing to remit the Licensing Earn-Out Percentage of all Gross Licensing Revenues (the "Direct Licensee Payments") directly to Seller in accordance with Seller's instructions in the form attached as Exhibit E hereto (any such directions, together with the Existing Licensee Directions, the "Payment Directions").

(iv) Notwithstanding anything to the contrary herein, Purchaser shall remain fully responsible for ensuring the timely payment of the Licensing Earn-Out Payments to Seller in accordance with the terms hereof; provided that Purchaser shall have no obligation to pay to Seller any Licensing Earn-Out Payments to the extent Seller has actually received such Licensing Earn-Out Payment directly from a Licensee in accordance with a Payment Direction. In the event that any Licensing Earn-Out Payments are not received by Seller from a Licensee when due under the applicable License Agreement, Seller shall notify Purchaser of such non-payment and Purchaser shall promptly pay to Seller such Licensing Earn-Out Payments to the extent Purchaser or its Affiliates received such Licensing Earn-Out Payments and use commercially reasonable efforts to cause such Licensee to comply with the Payment Direction.

(v) For clarity, if Purchaser is paid to conduct research using IMV IP (but without granting any Third Party a license, assignment, transfer, option to receive a license, assignment, or transfer, or any other right under the IMV IP), such payment shall not constitute Licensing Sales Revenues and Net Licensing Non-Sales Revenues.

(d) Reporting.

(i) The amounts of Seller Earn-Out Payments shall be determined from the books and records of Purchaser and its Affiliates maintained in accordance with Canadian GAAP or such similar accounting principles as may be applicable, consistently applied. Purchaser further agrees in determining such amounts, it shall use Purchaser's then current standard procedures and methodology, including Purchaser's then current standard exchange rate methodology for the translation of foreign currency sales into United States dollars or such similar accounting principles as may be applicable, consistently applied.

(ii) Within 45 days of the end of each Calendar Quarter, Purchaser shall deliver to Seller a written report, in form and substance reasonably satisfactory to Seller, setting forth for such Calendar Quarter (the "Earn-Out Payment Reports"): (1) a list of all Milestones achieved by Purchaser or its Affiliates, Licensees or Sublicensees for each IMV Product on a country-by-country basis during such Calendar Quarter, (2) a list of all Milestone Earn-Out Payments due for such Calendar Quarter, (3) a list of and copies of all License Agreements entered into by Purchaser during such Calendar Quarter and any material breach or termination of any License Agreement during such Calendar Quarter, (4) Gross Sales of IMV Products on a product-by-product, country-by-country and aggregate basis during such Calendar Quarter, (5) a detailed calculation of the Sale Earn-Out Payments due for such Calendar Quarter, (6) the Net Licensing Revenues received by Purchaser or its Affiliates during such Calendar Quarter from each Licensee

and each Sublicensee, together with a detailed calculation of and supporting documentation for any Purchaser Deductions or other adjustments made in determining such Net Licensing Revenues, (7) a detailed calculation of the Licensing Earn-Out Payments due directly from Purchaser or its Affiliates for such Calendar Quarter, and (8) to the extent that the amount of any Direct Licensee Payments remitted directly to and actually received by Seller from a Licensee during such Calendar Quarter exceeds the Licensing Earn-Out Payments owing with respect to such Licensee (such excess, calculated on a Licensee-by-Licensee basis, the “Licensee Payment Overage”), a detailed calculation of and supporting documentation for the amount of such Licensee Payment Overage, including a detailed calculation of and supporting documentation for any Purchaser Deductions or other adjustments made in determining such Licensee Payment Overage.

(iii) No Earn-Out Payment Reports shall be required (1) with respect to Sale Earn-Out Payments following receipt by Seller of the Sale Earn-Out Termination Payment or (2) with respect to Licensing Earn-Out Payments following the later of the (x) expiration of the Licensing Non-Sales Earn-Out Term and (y) Licensing Sales Earn-Out Term.

(iv) The aggregate Seller Earn-Out Payments due for each Calendar Quarter shall be paid by Purchaser to Seller at the time the Earn-Out Payment Report is delivered, but in no event later than 45 days following the end of the applicable Calendar Quarter; provided that Purchaser shall have no obligation to pay to Seller any Licensing Earn-Out Payments to the extent Seller has received such Licensing Earn-Out Payment directly from a Licensee in accordance with a Payment Direction. Purchaser shall be entitled to deduct the Licensee Payment Overage from the aggregate Seller Earn-Out Payments required to be paid directly by Purchaser to Seller for such Calendar Quarter; provided, that, if the Licensee Payment Overage exceeds the amount of such Seller Earn-Out Payments to be paid directly by Purchaser for such Calendar Quarter, Seller shall promptly pay such excess to Purchaser.

(e) Audit Rights. Purchaser shall keep and maintain, such records and books of account as are reasonably required to verify Purchaser’s reporting and payment of all Seller Earn-Out Payments due under this Agreement. At Seller’s request, Purchaser shall permit Seller to engage an independent certified, nationally recognized public accounting firm, during normal business hours and not more than twice a year and upon reasonable notice, to audit such records and books of account, using IFRS, in order to verify the correctness or completeness of any Earn-Out Payment Reports delivered by Purchaser to Seller and the amounts of any Seller Earn-Out Payments paid or payable by Purchaser to Seller. Upon completion of the audit, the accounting firm shall provide both Seller and Purchaser a written report disclosing any discrepancies in the Earn-Out Payment Reports submitted by Purchaser or the Seller Earn-Out Payments paid by Purchaser, and, in each case, the specific details concerning any discrepancies. Seller shall bear the full cost of the performance of any such audit, provided, that Purchaser shall reimburse Seller for the full costs of the audit if such audit determines that Purchaser has failed to report or pay more than 5% of the total amounts reportable or payable for the relevant audit period. Promptly, but in no event longer than 30 days following Purchaser’s receipt of any such accountant’s written report, Purchaser shall pay to Seller the amount of any underpayment revealed by such audit. In the event that Purchaser disagrees with and disputes the written report of the accounting firm disclosing any discrepancies in the Earn-Out Payment Reports, within fifteen (15) days of receipt of the said written report, Purchaser shall have the right to dispute same upon providing written notice to the Seller. Within forty-five (45) days of Purchaser providing notice to Seller as aforesaid,

the accountant for the Purchaser and the accountant for the Seller shall use their best respective efforts to resolve the dispute. In the event that the accountant for the Purchaser and the accountant for the Seller are unable to resolve the dispute, then either party (the "Requesting Party") shall be entitled to notify the other party hereto (the "Receiving Party") of the name of an expert from an independent certified, nationally recognized accounting firm for the purpose of resolving the dispute. Within five (5) days after such notice from the Requesting Party, the Receiving Party shall notify the Requesting Party either approving the expert proposed by the Requesting Party or naming another expert from an independent certified, nationally recognized accounting firm for the purpose of determining and resolving the dispute. Should the Receiving Party fail to give notice to the Requesting Party within the said five (5) day period, the expert named in the notice given by the Requesting Party shall decide and determine the dispute. If Purchaser and Seller are unable to agree upon the selection of the expert within five (5) days after such notice from the Receiving Party to the Requesting Party, then either party shall be entitled to apply to a court of competent jurisdiction to appoint an expert to resolve the dispute. The expert appointed, either by Purchaser and/or Seller or by such court, shall be qualified by education, experience and training to decide and determine the dispute. Within thirty (30) days after being so appointed, the expert shall make a determination in regard to the dispute, after receiving evidence from both Purchaser and Seller. The cost of such determination shall be borne by Purchaser and Seller on an equal basis. The determination of the expert shall be conclusive and binding upon Purchaser and Seller and shall not be subject to appeal for any reason whatsoever. Until such determination has been made by the expert as aforesaid, Purchaser shall not be required to pay to Seller the amount of any underpayment revealed by the said audit undertaken by the Seller as set out in the written report by the Seller's accounting firm disclosing any discrepancies in the Earn-Out Payment Reports submitted by Purchaser or the Seller Earn-Out Payments paid by Purchaser; provided, that, if the amount of such underpayment exceeds \$50,000, Purchaser shall deposit such amount in a joint escrow account, pursuant to escrow arrangements reasonably satisfactory to Purchaser and Seller. Within five (5) business days following receipt of the determination of the expert, Purchaser shall pay the amount of the underpayment (if any) determined to be owing by the said expert.

(f) Diligence. Purchaser shall, and shall cause its Affiliates, Licensees, and Sublicensees to, use Commercially Reasonable Efforts to: (a) launch the IMV Products in the United States, Canada, European Union, United Kingdom, and Japan; (b) Commercialize and sell IMV Products in the United States, Canada, European Union, United Kingdom, and Japan; and (c) secure and maintain all Regulatory Approvals required to Commercialize IMV Products in the United States, Canada, European Union, United Kingdom, and Japan.

(g) Late Payments. Purchaser shall pay interest at a rate equal to five percent (5%) to Seller on all overdue amounts owed to Seller under this Agreement, calculated on a daily basis and payable for the number of days such amounts are overdue and remain unpaid.

(h) Licensing. Purchaser shall have the right to enter into License Agreements with Third Parties; provided, that (i) such License Agreements is entered into in good faith and is an arm's length transaction, (ii) such License Agreements shall fully reflect all consideration payable with respect to the license, assignment, transfer, option to receive a license, assignment, or transfer, or any other right under the IMV IP granted under such License Agreements, and (iii) Purchaser irrevocably directs in writing the Licensee under such License Agreements to remit the

Licensing Earn-Out Payments directly to Seller in accordance with Seller's instructions in the form attached as Exhibit E hereto.

8. Amounts and Payments. All amounts set forth herein are in United States dollars. All payments due under this Agreement shall be made in United States dollars by wire transfer in immediately available funds to an account designated by Seller in writing. Whenever for the purposes of calculating payments payable under this Agreement conversion from any foreign currency will be required, all amounts will first be calculated in the currency of sale and then converted into United States dollars using the rate of exchange quoted in the New York edition of *The Wall Street Journal* on the last business day of the applicable Calendar Quarter to which the payment relates.

9. Grant of Security Interest.

(a) Automatically effective as of the Lien Effective Date, Purchaser hereby grants to Seller a valid, first priority, and continuing Lien upon and security interest in the Collateral in order to secure the prompt, full and complete payment of any and all Secured Obligations.

(b) Automatically effective as of the Lien Effective Date, Purchaser hereby authorizes Seller to file, record, and/or register (with or without such Purchaser's signature), at any time and from time to time thereafter, all financing statements, PPSA registration statements, continuation financing statements, termination statements, IP Security Agreements, and other documents and instruments, in form and substance satisfactory to Seller, and to take all other actions, to perfect, continue the perfection of, maintain the priority of, or provide notice of, Seller's security interest in the Collateral and to accomplish the purposes of this Section 9.

(c) Purchaser shall not change its name, jurisdiction of incorporation, chief executive office, or principal place of business without thirty (30) days prior written notice to Seller (or such shorter notice as Seller may agree).

(d) Purchaser shall not (i) create, incur, allow or suffer to exist, any Lien on any of the Collateral unless (x) Purchaser gives written notice to Seller of such Lien and the holder of such Lien permits or otherwise consents in writing to the Lien granted (or to be granted) to Seller under the Security Documents (for the avoidance of doubt, the holder of such Lien shall not be required to alter the priority of its Lien provided by applicable law) and (y) Purchaser has complied with Section 9(e) below, or (ii) automatically effective as of the Lien Effective Date, permit any Collateral not to be subject to the Lien granted herein.

(e) Purchaser hereby grants to Seller and its Affiliates a right of first offer and right of first negotiation to provide any Additional Financing (as defined below) to Purchaser or its Affiliates. Prior to any incurrence of any indebtedness by Purchaser and/or its Affiliates for borrowed money, including any loan facility, note issuance, or financing in a bankruptcy or insolvency proceeding (an "Additional Financing"), Purchaser shall notify Seller in writing of its or its Affiliate's intention to incur such Additional Financing. If Seller or its Affiliate desires to offer such Additional Financing, then within five business days of Seller's receipt of such notice from Purchaser, Seller or its Affiliate shall submit a term sheet (a "Proposed Term Sheet") to

Purchaser setting forth the proposed terms, conditions and pricing of such Additional Financing. For a period of 30 days following Seller's submission of the Proposed Term Sheet, Seller or its Affiliate, as the case may be, shall have the exclusive right to negotiate the Additional Financing with Purchaser and/or such Purchaser's Affiliate, and Seller and Purchaser (or their respective Affiliates, the case may be) shall negotiate the Proposed Term Sheet promptly and in good faith. If Seller and Purchaser (or their respective Affiliates, the case may be) do not mutually agree on the terms of such Additional Financing during such 30-day exclusivity period, then Purchaser shall be free to negotiate Additional Financing with any Third Party, subject to Section 9(d) above.

(f) Purchaser shall not transfer, assign or convey any Collateral (or any right to receive proceeds from the Collateral), except to a wholly-owned subsidiary of Purchaser; provided, that, prior to any transfer, assignment, or conveyance of any Collateral (or any right to receive proceeds from the Collateral) to any such subsidiary, Purchaser shall (i) provide at least five business days' prior written notice to Seller of such anticipated transfer, assignment, or conveyance, (ii) on and after the Lien Effective Date, cause such subsidiary to guarantee the Secured Obligations, grant Liens to Seller on such transferred, assigned, or conveyed Collateral, and agree to be bound by and subject to all terms and provisions in the Security Documents with respect to the Seller Rights, by executing a joinder to the Security Documents, in form and substance satisfactory to Seller; and (iii) on and after the Lien Effective Date, cause such subsidiary to execute, deliver and/or file all other security agreements and documents reasonably requested by Seller (including the filing of Uniform Commercial Code financing statements or PPSA registration statements) to vest in Seller valid, perfected Liens in such Collateral.

(g) Purchaser shall (i) protect, defend, and maintain the validity and enforceability of the IMV IP and promptly advise Seller in writing of material infringements of the IMV IP known to Purchaser, and (ii) not allow any IMV IP to be abandoned, forfeited, or dedicated to the public (A) unless such IMV IP does not Cover any IMV Product and is not otherwise necessary or reasonably useful for the conduct of the business of Purchaser and its Affiliates, or (B) without Seller's prior written consent; provided, that Purchaser shall be permitted to continue or suspend prosecution of any IMV IP expiring in any country if such IMV IP will expire in such country within five years of the Closing Date. Purchaser shall provide at least 30 days' prior written notice to Seller of any anticipated abandonment, forfeiture, or dedication to the public of any IMV IP, and Seller shall have the option (but not the obligation) to repurchase all such IMV IP for \$1.00 (the "Abandoned IP Repurchase Option"). Purchaser agrees to execute and/or deliver, at its own expense, all documentation reasonably requested by Seller to effectuate the repurchase of such IMV IP (such repurchased IMV IP, "Repurchased IMV IP") within 30 days after receipt of such written notice of Seller's intent to exercise the Abandoned IP Repurchase Option. Promptly following Seller's exercise of the Abandoned IP Repurchase Option, Purchaser shall deliver to Seller any books, records, and other materials within Purchaser's possession or control that are related to the Repurchased IMV IP. Upon Seller's reasonable request, Purchaser agrees to reasonably cooperate with Seller, at Seller's cost, to effect, document, record, or perfect such repurchase and to prosecute, maintain, protect, defend, and enforce the Repurchased IMV IP.

(h) Upon Seller's receipt of the Sale Earn-Out Termination Payment, Seller's Lien in the Collateral shall automatically be released and terminated, and Seller shall execute and/or deliver such documents as Purchaser may reasonably request to evidence the release and termination of Seller's Lien in the Collateral, including without limitation, terminations of the



Canadian Security Agreement, the IP Security Agreements and all related security documentation and agreements.

(i) Event of Default. Automatically effective as of the Lien Effective Date, any one or more of the following events shall constitute an “Event of Default” by Purchaser under this Agreement:

(i) If Purchaser fails to pay any Seller Earn-Out Payment within ten (10) business days of the date such Seller Earn-Out Payment becomes due and payable under this Agreement; or (b) any other Secured Obligations within ten (10) business days after receipt of written notice from Seller that such payment is due.

(ii) If Purchaser shall breach any of its covenants set forth in Section 7 (*Earn Out Payments*) or this Section 9 (*Grant of Security Interest*) (other than the failure to pay Seller Earn-Out Payments or other Secured Obligations, as to which clause (i) shall apply); provided, that, Purchaser shall have thirty (30) days to cure such breach; provided, further, that following expiration of such thirty (30) day period, so long as the Purchaser is actively and diligently taking proper and reasonable steps and actions to cure such default, the Purchaser shall be given an additional thirty (30) days to cure such default.

(iii) If a proceeding shall have been instituted in a court having jurisdiction in the premises (1) seeking a decree or order for relief in respect of Purchaser or any of its Affiliates in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) for the appointment of a receiver, receiver and manager, interim receiver, liquidator, administrator, assignee, custodian, trustee (or similar official) of Purchaser or any of its Affiliates or for any substantial part of its assets or (3) for the winding-up or liquidation of its affairs, and such proceeding shall remain undismissed or unstayed and in effect for a period of 45 days or (b) such court shall enter a decree or order granting the relief sought in any such proceeding.

(iv) If Purchaser or any of its Affiliates shall (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case under any such law, (3) consent to the appointment of or taking possession by a receiver and manager, interim receiver, liquidator, assignee, trustee, custodian (or other similar official) of Purchaser or its Affiliates or for any substantial part of its assets, (4) shall make a general assignment for the benefit of creditors, re arrangement or plan of arrangement, (5) shall fail generally to pay its debts as they become due or (6) take any corporate action in furtherance of any of the foregoing.

(v) Remedies. Automatically effective as of the Lien Effective Date:

(1) Upon the occurrence and during the continuance of an Event of Default, Seller shall have the right, with or without notice to Purchaser (as provided below), as to any or all of the Collateral, by any available judicial procedure, or without judicial process, to exercise any and all rights and remedies afforded to a secured party under the Uniform Commercial Code, the PPSA or other applicable law. Without limiting the generality of the foregoing, Seller shall have the right to sell or otherwise dispose of all or any part of the Collateral, either at public

or private sale, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions and at such places (including Purchaser's or its Affiliates' premises), as are, in each case, commercially reasonable, and Seller shall have the right to credit bid and purchase all or any portion of the Collateral at any such sale. Purchaser agrees that a notice sent at least ten (10) days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made shall be reasonable notice of such sale or other disposition. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all of Purchaser's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the Collateral sold, and shall be a perpetual bar, both at law and in equity, against Purchaser, its respective successors and assigns, and against all Persons claiming the Collateral sold or any part thereof under, by or through Purchaser or its respective successors or assigns. Purchaser acknowledges that any private sale of the Collateral may be at prices and on terms less favorable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that the election by Seller to conduct a private, rather than public, sale shall not, in and of itself cause such sale to be commercially unreasonable.

(2) Purchaser hereby irrevocably appoints Seller, and any officer, employee or agent of Seller, with full power of substitution, as such Purchaser's true and lawful attorney-in-fact, with power, upon Seller's election, in its own name or in the name of Purchaser, upon and during the continuance of an Event of Default, to do, at Seller's option and at Purchaser's expense, at any time, or from time to time, all acts and things which Seller deems necessary to protect, preserve and realize upon the Collateral and the Seller's Lien therein to effect the intent of this Agreement, all as fully and effectually as Purchaser might or could do; and Purchaser hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof.

(3) Upon the occurrence and during the continuance of an Event of Default, Seller may appoint by instrument in writing a receiver (which term shall include a receiver and manager or agent) of Purchaser and of all or any part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by Seller, with respect to responsibility for its acts, shall, to the extent permitted by applicable law, be deemed the agent of Purchaser and not of Seller. Where the "Seller" is referred to in this Section 9, the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver. As soon as Seller takes possession of any Collateral or appoints a receiver, all powers, functions, rights and privileges of Purchaser and the directors and officers of Purchaser with respect to the Collateral shall cease, unless specifically continued by the written consent of the Seller or the receiver.

(4) Any proceeds arising out of the realization upon any Collateral may be applied by Seller as follows: first to the payment in full of all fees, expenses, and indemnities due to Seller under this Agreement, second, to the payment in full of all accrued and unpaid interest on Seller Earn-Out Payments, and third to the payment in full of all other Secured Obligations.

(5) Seller's acceptance of partial or delinquent performance from Purchaser under this Agreement, or Seller's failure to exercise any right hereunder, shall not constitute a waiver of any obligation of Purchaser hereunder, or any right of Seller hereunder, and shall not affect in any way the right to require full performance at any time thereafter.

(6) Purchaser waives, upon the occurrence and during the continuation of an Event of Default, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshaling of the Collateral or any other collateral or security for the Secured Obligations; (ii) any right to require Seller (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Secured Obligations, (C) to pursue any remedy in Seller's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against Seller arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

10. Board Observer Rights. A representative designated by Seller (the "Board Observer") shall be entitled to attend all meetings of Purchaser's board of directors in a nonvoting observer capacity. Purchaser shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors at the same time and by the same means so provided; provided, however, that Seller will cause such representative to hold in confidence all material, non-public information so provided to the same extent as provided in Section 26(m) below and acknowledges that such representative will be subject to applicable securities rules and regulations as well as the Purchaser's insider trading policy, if any, a copy of which (and any revisions thereto) will be provided by Purchaser to the Board Observer immediately following the appointment of the Board Observer (or the effectiveness of such revisions), as applicable; provided further, that Purchaser reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if access to such information or attendance at such meeting would adversely affect the attorney-client privilege between Purchaser and its counsel or would create an actual conflict of interest with respect to business or corporate development discussions.

11. Information Rights. Purchaser shall provide information to Seller on no less than on a quarterly basis (such information to be in a form and to contain such details as reasonably requested by Seller or Horizon Investment Management ("HIM")), regarding the financial situation of Purchaser and its Affiliates and the IMV Assets, including, without limitation, the raising of funds in the form of equity, grants, licensing payments, royalties, or loans, hiring of key professionals or officers, and other relevant information regarding the licensing and the Commercialization of the IMV IP and IMV Products.

12. Call Option. If Purchaser fails to raise and receive at least \$10,000,000 in cash by December 31, 2024, in any form (including, but not limited to, equity, grants, licensing fees, or loans), Seller shall have the right, in its sole discretion, but not the obligation, to repurchase the IMV Assets (the "Call Option") for an amount equal to 50% of the cumulative, reasonable, and out-of-pocket expenditures actually made by Purchaser on patent filings to maintain the IMV Patent Rights (the "Call Option Strike Price"). Purchaser agrees to execute and/or deliver, at its own expense, within 30 days after receipt of written notice of Seller's intent to exercise the Call

Option, all documentation reasonably requested by Seller (i) to evidence the Call Option Strike Price and (ii) to effect, document, record, or perfect such repurchase of the IMV Assets and otherwise effectuate the Call Option. Promptly following Seller's exercise of the Call Option, Purchaser shall deliver to Seller any books, records, and other materials within Purchaser's possession or control that are related to the IMV Assets. Upon Seller's reasonable request, Purchaser agrees to reasonably cooperate with Seller, at Seller's cost, to prosecute, maintain, protect, defend, and enforce the IMV Assets.

13. [Reserved.]

14. Closing. Subject to satisfaction of the conditions precedent set forth in Sections 16 and 17 below, the closing of the purchase and sale of the IMV Assets (the "Closing") shall take place at such date, time and location as the Parties shall mutually agree. The date on which the Closing is consummated is referred to herein as a "Closing Date."

15. Tangible Assets. Purchaser or its designee shall be responsible for arranging for the removal of any IMV Assets that are tangible assets on or prior to March 29, 2024. Seller shall have no responsibility to provide access to any tangible assets not in Seller's possession.

16. Seller's Conditions Precedent. Seller's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

(a) The representations and warranties of Purchaser contained in Section 19 shall be true and correct on and as of Closing, and Seller shall have received a closing certificate from an officer of Purchaser certifying as to the foregoing.

(b) Purchaser shall have performed or complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by such parties on or before the Closing, including, but not limited to, having obtained the approval of the CSE to issue the Consideration Shares by the Closing Date.

(c) As of the Closing Date, the sale of the IMV Assets by Seller or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, without limitation, the "automatic stay" under 11 U.S.C. § 362 in any pending case under Title 11 of the United States Code by or against Seller.

(d) Purchaser shall have delivered the Purchase Price as provided in Section 6 (*Purchase Price*).

(e) Purchaser shall have executed and delivered to Seller the Assignment and Assumption Agreement, the Canadian Security Agreement, the IP Security Agreements, and the Existing Licensee Directions.

17. Purchaser's Conditions Precedent. Purchaser's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

(a) The representations and warranties of Seller contained in Section 18 shall be true and correct on and as of Closing, and Purchaser shall have received a closing certificate from an officer of Seller certifying as to the foregoing.

(b) Seller shall have performed or complied with all agreements, obligations and conditions contained in this Agreement and required to be performed or complied with by Seller on or before the Closing.

(c) As of the Closing Date, the sale of the IMV Assets by Seller or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, without limitation, the “automatic stay” under 11 U.S.C. § 362 in any pending case under Title 11 of the United States Code by or against Seller.

(d) Seller shall have executed and delivered to Purchaser the Bill of Sale, the Assignment of Patents, Assignment of Trademarks, and the Assignment and Assumption Agreement.

18. Representations and Warranties of Seller. Seller represents and warrants to Purchaser, as follows:

(a) Seller (i) is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and (ii) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby.

(b) The execution, delivery, and performance by Seller of the APA Documents and the consummation of the transaction contemplated hereby are within the power of Seller and have been duly authorized by all necessary actions on the part of Seller. The execution of the APA Documents by Seller constitutes, or will constitute, a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

(c) No consent, approval authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Seller (or any of its properties) is required for (i) Seller’s execution and delivery of the APA Documents or (ii) the consummation by Seller of the transactions contemplated by the APA Documents or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

(d) To the Knowledge of Seller, (i) Seller has not received any written notice from Merck or any Existing Licensee asserting a material breach by Seller or purporting to exercise a termination right under its respective Existing License Agreement, and (ii) Seller has not received any written notice of any claim by any Person asserting that Seller’s use of any IMV IP infringes, misappropriates or otherwise violates such Person’s Intellectual Property rights.

(e) To the Knowledge of Seller, and in reliance on the enforceability of the Sale Orders in each applicable jurisdiction, the IMV Assets are free and clear of and from all Claims (as defined in the Approval and Vesting Order).

(f) Except for Rock Creek Advisors, no person or entity acting on behalf of Purchaser or any of its affiliates or under the authority of any of them is or will be entitled to any “brokers” or “finders” fee or any other commission or similar fee, directly or indirectly, from Purchaser or any of its affiliates in connection with any of the transactions contemplated hereby.

19. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, as follows:

(a) Purchaser (i) is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation and (ii) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby.

(b) The execution, delivery, and performance by Purchaser of the APA Documents and the Security Documents, the granting of the security interest in and Lien upon the Collateral, and the consummation of the transactions contemplated hereby are within the power of Purchaser and have been duly authorized by all necessary actions on the part of Purchaser. The execution of the APA Documents and the Security Documents by Purchaser constitutes, or will constitute, a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors’ right generally and general principles of equity.

(c) Other than the approval of the CSE with respect to the issuance of the Consideration Shares, and subject to compliance with all the rules, regulations, policies, notices and disclosure requirements of the CSE, including the filing of a CSE Form 9 prior to Closing, and the OSC, no consent, approval, authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Purchaser (or any of its properties) is required for (i) Purchaser’s execution and delivery of the APA Documents and the Security Documents or (ii) the consummation by Purchaser of the transactions contemplated by the APA Documents and the Security Documents or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

(d) All of the issued and outstanding Purchaser Shares have been duly authorized and issued as fully paid and non-assessable shares, and there are currently 189,061,821 Purchaser Shares, 64,996,907 Purchaser Share purchase warrants and 9,955,000 options to purchase Purchaser Shares issued and outstanding and, other than the Consideration Shares provided for in this Agreement or as disclosed on the CSE website, including a potential private placement to issue of up to an additional 16,550,000 Purchaser Shares and 16,550,000 Purchaser Share purchase warrants on or about February 9, 2024, there are no other securities or rights to acquire securities of the Purchaser outstanding.

(e) The issuance of the Consideration Shares as contemplated herein for delivery by Purchaser to Seller has been authorized by all necessary corporate action on the part of Purchaser, and such Consideration Shares will, when issued in accordance with the terms of this Agreement, be validly issued as fully paid and non-assessable and clear of any and all encumbrances. None of the Canadian securities regulatory authorities or any similar authority or

court of competent jurisdiction or any Governmental Authority has issued or threatened to issue any order preventing or suspending trading in any securities of Purchaser which is currently in effect. Purchaser Shares are listed and posted for trading on the CSE. Purchaser is a “reporting issuer” in good standing under the securities laws of the Provinces of British Columbia, Alberta and Ontario. Purchaser is not subject to any cease trade order or other order of any applicable stock exchange or securities regulatory authority and Purchaser has not received notice of any investigation or other proceedings involving Purchaser which may operate to prevent or restrict trading in any securities of Purchaser which are currently in progress or pending before any applicable stock exchange or securities regulatory authority. Seller acknowledges and understands that the Consideration Shares are subject to a hold period and resale restrictions as provided by applicable Canadian and United States securities laws and regulations.

(f) Purchaser has filed the Purchaser Public Documents. To the knowledge of Purchaser, Purchaser Public Documents, at the time filed or, if amended, as of the date of such amendment (i) did not contain any misrepresentation (as defined by the *Securities Act* (Ontario) or interpreted by applicable securities regulatory authorities) and did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and (ii) complied in all material respects with the requirements of applicable securities legislation and the rules, policies and instruments of all securities regulatory authorities having jurisdiction over Purchaser. Purchaser has not filed any confidential material change report or other document with any securities regulatory authorities or stock exchange or self-regulatory authority which at the date hereof remains confidential, save and except for the confidential price protection from the CSE in connection with the private placement of the Purchaser that closed on about February 1, 2024 and the potential private placement of the Purchaser which is expected to close on or about February 9, 2024.

(g) Other than as disclosed in the Purchaser Public Documents, Purchaser and each of its subsidiaries has good and marketable title to and legal and/or beneficial ownership or interest to acquire all of their respective assets and property, free and clear of any and all Liens.

(h) To Purchaser’s knowledge, there is no legal, arbitral, governmental or other action, proceeding or investigation pending or threatened against or otherwise affecting Purchaser or any of its subsidiaries or their respective assets or with respect to any matter arising out of their respective business or in connection with their affairs that could result in a material adverse effect on the business or operations of Purchaser or any of its subsidiaries. There is no outstanding judgment, decree, order, ruling or injunction involving the Purchaser or any of its subsidiaries or relating in any way to the transactions contemplated by this Agreement that could result in a material adverse effect on the business or operations of the Purchaser or any of its subsidiaries.

(i) To date all tax returns have been filed for Purchaser. Purchaser is not aware of any tax assessments or liabilities related to any tax required to be paid by the Purchaser or any of its subsidiaries.

(j) No person or entity acting on behalf of Purchaser or any of its affiliates or under the authority of any of them is or will be entitled to any “brokers” or “finders” fee or any

other commission or similar fee, directly or indirectly, from Purchaser or any of its affiliates in connection with any of the transactions contemplated hereby.

20. Expenses. Except as otherwise provided in this Agreement, each party hereto shall bear its own expenses incurred in connection with the transactions contemplated by this Agreement. Purchaser shall pay on demand all reasonable and documented out-of-pocket fees and expenses, including reasonable and documented out-of-pocket attorneys' fees and expenses, incurred by Seller in connection with the enforcement of this Agreement, any of the Secured Obligations, or the preservation of Seller's rights and remedies under this Agreement (including, without limitation, all such fees and expenses incurred in connection with any "workout" or restructuring affecting the Secured Obligations or any insolvency proceeding involving Purchaser or any of its Affiliates).

21. Taxes.

(a) Transfer Taxes. Purchaser shall pay all sales, use, excise, stamp, documentary, filing, recording, transfer or similar fees or Taxes or governmental charges ("Transfer Taxes"), as levied by any taxing authority or governmental agency in connection with the sale and transfer of IMV Assets to Purchaser as contemplated by this Agreement. Purchaser shall prepare and file all necessary tax returns and other documentation with respect to any such Transfer Taxes.

(b) Other Taxes. The Purchase Price, Seller Earn-Out Payments, and any other payments made by Purchaser under this Agreement shall be exclusive of any value added or similar Tax imposed upon such payments and Purchaser shall be solely responsible for all such Taxes, other than Taxes on income to Seller. The Purchase Price, Seller Earn-Out Payments, and any other payments made by Purchaser under this Agreement shall be made free and clear of and without deduction for any Taxes.

(c) Intended Tax Treatment. The parties hereto agree that the sale of the IMV Assets pursuant to Section 2 (Sale of IMV Assets) is intended to be treated for U.S. federal, state and local tax purposes as a sale by Seller and a purchase by Purchaser of the IMV Assets in exchange for the Purchase Price (and any other amounts treated as consideration for U.S. federal income tax purposes) (the "Intended Tax Treatment"). Each party shall file all required tax returns and keep all books and records in a manner consistent with the Intended Tax Treatment and agrees that it nor any of its Affiliates shall file any tax return in a manner that is inconsistent with the Intended Tax Treatment, except to the extent otherwise required by a "determination" within the meaning of Section 1313 of the Internal Revenue Code (or any similar provision of state or local law).

(d) Allocation of Purchase Price. Purchaser and Seller agree that the Purchase Price (and any other amounts treated as consideration for U.S. federal income tax purposes) will be allocated for U.S. federal and applicable state and local income tax purposes in accordance with the Internal Revenue Code. Seller shall deliver to Purchaser no later than one hundred eighty (180) days following the Closing Date a schedule allocating all such amounts among the IMV Assets as provided in this Section 21(d) (the "Allocation Schedule"). Purchaser and Seller shall file all tax returns in a manner consistent with the Allocation Schedule and take no position inconsistent with



the Allocation Schedule, in each case, absent a final determination within the meaning of Section 1313 of the Code to the contrary. In the event that there are any post-Closing adjustments to the Purchase Price, as determined for tax purposes, Seller shall appropriately adjust the Allocation Schedule.

22. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing, and shall be deemed given when personally delivered to a party set forth below or when sent by telecopy providing a transmission confirmation (provided that such notice is immediately sent by a recognized overnight delivery service), or three (3) days after mailed by first class mail, registered, or certified, return receipt requested, postage prepaid, or when delivered by a nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, in any case addressed as follows.

To Seller:

HIMV, LLC  
c/o Horizon Technology Finance Corporation  
312 Farmington Avenue  
Farmington, CT 06032  
Attn: Legal Department  
E-mail: [REDACTED]

with a copy to:

Ropes & Gray LLP  
Prudential Tower  
800 Boylston Street  
Boston, MA 02199-3600  
Attn: Patricia Chen  
E-mail: [patricia.chen@ropesgray.com](mailto:patricia.chen@ropesgray.com)

To Purchaser:

BioVaxys Technology Corp.  
146 Thirtieth Street, Suite 100  
Etobicoke, Ontario M8W 3C4 Canada  
Attn: James Passin, CEO  
E-mail: [jpassin@biovaxys.com](mailto:jpassin@biovaxys.com)

with a copy to:

Barnet Goldberg  
6 Alexandra Wood  
Toronto, Ontario M5N 2R9  
[barnetlawyers@gmail.com](mailto:barnetlawyers@gmail.com)

23. Disclaimer:

(a) The sale of the IMV Assets is “as is and where is” and Seller makes no, and disclaims any, representation or warranty of any kind with respect to the IMV Assets, including, without limitation, any warranty of merchantability or fitness for a particular purpose, and there is no warranty relating to title, possession, quiet enjoyment, or the like which by operation of law would otherwise accompany a voluntary disposition of the IMV Assets. Without limiting the generality of the foregoing, Seller makes no representations or warranties, express or implied, as to the validity or utility of the IMV Assets, title to the IMV Assets, whether the sale will be free and clear of liens and security interests (except as provided in Section 18(e)), the status of any issued patents or registered trademarks or any applications for patents or trademarks, whether any transfer documentation executed by Seller will be sufficient to transfer title to IMV Assets registered in foreign jurisdictions, whether the IMV Assets or any use thereof infringes on the rights of others, whether any intent-to-use trademark applications are assignable, or whether any license agreements and other contracts are assignable. Any and all fees, costs, or other charges associated with transferring title to, assigning, perfecting, recording, maintaining, renewing, defending, enforcing, or registering IMV Assets domestically or in a foreign jurisdiction, including without limitation costs of legalizing and/or translating documents, legal fees, and patent office, trademark office, or other governmental fees, are solely the responsibility of Purchaser. Further, there is no warranty as to the existence, location or condition of any tangible assets constituting IMV Assets. To the extent that the consent of any Third Party is required for the transfer of any IMV Assets, Purchaser shall have sole responsibility for communicating with such Third Parties and obtaining such consent.

(b) The aggregate liability of Seller in respect of any claims under the APA Documents shall not exceed [REDACTED]

[REDACTED]. In no event shall Seller have any liability to Purchaser or any other Person for any consequential, special, incidental, indirect or punitive damages, lost profits or income, loss of business reputation, or exemplary or special damages.

24. Purchaser Indemnity. Purchaser shall indemnify, reimburse and hold Seller and each of its respective successors, assigns, agents, attorneys, officers, directors, equity holders, servants, agents and employees (each an “Indemnified Person”) harmless from and against all liabilities, losses, damages, actions, suits, demands, claims, fines, penalties, fees, costs and expenses (including reasonable attorneys’ fees and expenses), of any kind and nature whatsoever that may be incurred or suffered by such Indemnified Person, directly or indirectly, in connection with, relating to, or arising from any IMV Assets, IMV Patent Rights, or IMV Products, including, without limitation, any Assumed Liabilities or any bodily injury to or death of any Person (each, a “Claim”); provided, that the foregoing indemnity shall exclude any Claims asserted in writing against Seller prior to the Closing Date, or any pending or future claims related to the IMV Sale Documents.

25. No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties hereto and their respective successors and permitted assigns.

26. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the schedules and exhibits attached hereto, the other APA Documents, and the Security Documents, constitutes the entire agreement of the parties hereto regarding the purchase and sale of the IMV Assets, and all prior agreements, understandings, representations and statements, oral or written, are superseded hereby.

(b) Captions. Section captions used in this Agreement are for convenience only, and do not affect the construction of this Agreement.

(c) Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

(d) Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

(e) Further Assurances. At any time or from time to time after the Closing, without further consideration, Seller shall, at the request of Purchaser and at Purchaser's sole expense, execute and deliver such further instruments and documents as Purchaser may reasonably request as may be reasonably necessary to evidence or effect the sale of the IMV Assets contemplated by this Agreement, including the assignment and assumption of the Existing Licenses.

(f) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Seller and Purchaser. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(g) Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York (without reference to conflicts of law principles that would require the application of the laws of another jurisdiction).

(h) Waiver of Trial by Jury. THE PARTIES HERETO HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES HERETO

HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

(i) Submission to Jurisdiction; Selection of Forum. EACH PARTY HERETO (A) AGREES THAT IT SHALL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS AGREEMENT, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CONNECTICUT (HEREAFTER REFERRED TO AS THE “CHOSEN COURT”) AND (B) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURT, (C) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURT, (D) WAIVES ANY ARGUMENT THAT THE CHOSEN COURT IS AN INCONVENIENT FORUM OR DOES NOT HAVE JURISDICTION OVER ANY PARTY THERETO, AND (E) AGREES THAT SERVICE OR PROCESS UPON ANY PARTY IN ANY SUCH ACTION OR PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 18 OF THIS AGREEMENT.

(j) Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean “including without limitation.”

(k) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

(l) Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign its rights hereunder and no party may assign or delegate any of its obligations or duties hereunder without the other party’s prior written consent; provided, however, that Seller shall be entitled to assign its rights under this Agreement upon written notice to Purchaser.

(m) Confidentiality. Neither party hereto shall disclose the terms of this Agreement or the transactions contemplated hereby to any Third Party, except as required by securities rules and regulations, including without limitation the CSE and the OSC, and Seller shall not disclose any material, non-public information disclosed by Purchaser to Seller under this Agreement, in each case, other than (a) to its and its Affiliates’ members, partners, attorneys, governmental regulators (including any self-regulatory authority) or auditors, (b) in the case of

Seller, to prospective transferees of Seller's rights hereunder, subject to the same confidentiality obligation set forth herein or (c) as required by law, regulation, subpoena or court order to be disclosed. The obligations of confidentiality shall not apply to any information that (i) has been or is required to be filed or disclosed in periodic public reports with any securities exchange or by applicable securities rules, policies or regulations, (ii) was known to the public prior to disclosure by the disclosing party under this Agreement, (iii) becomes known to the public through no fault of the non-disclosing party, (iv) is disclosed to a non-disclosing party on a non-confidential basis by a Third Party or (v) is independently developed by a non-disclosing party. Notwithstanding the foregoing, Seller's agreement of confidentiality shall not apply in connection with any enforcement or exercise of Seller's rights and remedies under this Agreement, including, without limitation, the enforcement of Seller's Lien in the IMV Assets.

(n) Press Releases. The parties acknowledge and understand that a news release, press release or other public announcement, including filings required by the Canadian Securities Exchange, with respect to the subject matter, the terms and the transactions contemplated by this Agreement, including the disclosure of this Agreement, shall be required to be made in a timely fashion as required by relevant securities laws and regulations. The party required to issue a news release, press release or other public announcement, including filings required by the Canadian Securities Exchange, shall give a minimum of twenty-four (24) hours' prior notice thereof to the other party and shall take into consideration the reasonable comments of the other party prior to its issuance.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, Seller and Purchaser have caused this Agreement to be executed as of the day and year first above written.

**SELLER:**

**HIMV LLC**

By: \_\_\_\_\_  
Name: Daniel Devorsetz  
Title: Chief Investment Officer

**PURCHASER:**

**BIOVAXYS TECHNOLOGY CORP.**

By: \_\_\_\_\_  
Name: James Passin  
Title: Chief Executive Officer

## Schedule A-1

### Assigned Patents

Title	Serial No.	Registration No.	Jurisdiction
METHODS OF TREATING OVARIAN CANCER	63/284748		USA
PHARMACEUTICAL COMPOSITIONS, METHODS FOR PREPARATION COMPRISING SIZING OF LIPID VESICLE PARTICLES, AND USES THEREOF	16/762286		USA
LIPOSOME COMPOSITIONS COMPRISING PAM2CYS OR PAM3CYS ADJUVANT AND METHODS FOR INDUCING A HUMORAL IMMUNE RESPONSE	17/350781		USA
SARS-COV-2 VACCINE COMPOSITIONS AND METHODS OF PREPARATION AND USE	63/250130		USA
RESPIRATORY SYNCYTIAL VIRUS VACCINE	17/078704		USA
Pharmaceutical Compositions, Methods for Preparation using Lipid Vesicle Particles of Defined Size, and Uses Thereof	16/629780		USA
METHODS OF USING LOW DOSE VOLUME B-CELL EPI TOPE COMPOSITIONS FOR INDUCING AN ANTIBODY IMMUNE RESPONSE IN HUMAN SUBJECTS	17/854205		USA
METHODS AND COMPOSITIONS FOR TARGETED DELIVERY OF ACTIVE AGENTS AND IMMUNOMODULATORY AGENTS TO LYMPH NODES	16/981758		USA
OIL-IN-WATER EMULSION FORMULATIONS FOR DELIVERY OF ACTIVE OR THERAPEUTIC AGENTS	17/768335		USA
METHODS FOR IMPROVING THE EFFICACY OF A SURVIVIN THERAPEUTIC IN THE TREATMENT OF TUMORS	17/294713		USA
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	16/941814		USA
VACCINE COMPOSITIONS COMPRISING AN AMPHIPATHIC COMPOUND, A NEOANTIGEN AND A HYDROPHOBIC CARRIER, AND METHODS OF USE THEREOF	17/580728		USA
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	17/314141		USA

Title	Serial No.	Registration No.	Jurisdiction
METHODS OF TREATING OVARIAN CANCER	63/276949		USA
ADJUVANTING SYSTEMS AND WATER-FREE VACCINE COMPOSITIONS COMPRISING A POLYI:C POLYNUCLEOTIDE ADJUVANT AND A LIPID-BASED ADJUVANT	17/480304		USA
VACCINE PLATFORMS	63/313240		USA
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	14/778897	10022441	USA
LIPOSOME COMPOSITIONS COMPRISING AN ADJUVANT THAT ACTIVATES OR INCREASES THE ACTIVITY OF TLR2 AND USES THEREOF	14/347928	10105435	USA
RESPIRATORY SYNCYTIAL VIRUS VACCINE	15/197001	10117926	USA
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	15/290567	10232052	USA
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE AS A VEHICLE FOR CANCER TREATMENT	15/897025	10272042	USA
LIPID A MIMICS, METHODS AND PREPARATION, AND USES THEREOF	15/541774	10533033	USA
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	16/013834	10729766	USA
LIPID A MIMICS, METHODS AND PREPARATION, AND USES THEREOF	16/715843	10988500	USA
LIPOSOME COMPOSITIONS COMPRISING PAM2CYS OR PAM3CYS ADJUVANT AND METHODS FOR INDUCING A HUMORAL IMMUNE RESPONSE	16/139361	11077184	USA
ADJUVANTING SYSTEMS AND WATER-FREE VACCINE COMPOSITIONS COMPRISING A POLYI:C POLYNUCLEOTIDE ADJUVANT AND A LIPID-BASED ADJUVANT	15/777120	11160861	USA
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	16/254716	11235069	USA



Title	Serial No.	Registration No.	Jurisdiction
VACCINE COMPOSITIONS COMPRISING AN AMPHIPATHIC COMPOUND, A NEOANTIGEN AND A HYDROPHOBIC CARRIER, AND METHODS OF USE THEREOF	16/098042	11260116	USA
Methods of Using Low Dose Volume B-cell Epitope Compositions for Inducing an Antibody Immune Response in Human Subjects	16/336162	11406705	USA
Compositions Comprising Liposomes, An Antigen, A Polynucleotide and A Carrier Comprising a Continuous Phase of a Hydrophobic Substance	16/283486	11717563	USA
VACCINES WITH ENHANCED IMMUNE RESPONSE AND METHODS FOR THEIR PREPARATION	12/313468	8628937	USA
RESPIRATORY SYNCYTIAL VIRUS VACCINE	13/885388	9409973	USA
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	12/679875	9498493	USA
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE AS A VEHICLE FOR CANCER TREATMENT	14/674063	9925142	USA
SURVIVIN-DERIVED PEPTIDES AND USES THEREOF	16/039999	RE48522	USA
LIPID COMPOSITIONS COMPRISING POLYNUCLEOTIDE ANTIGENS	3197163		Canada
OIL-IN-WATER EMULSION FORMULATIONS FOR DELIVERY OF ACTIVE OR THERAPEUTIC AGENTS	3153179		Canada
METHODS OF TREATING DIFFUSE LARGE B-CELL LYMPHOMA	3197069		Canada
METHODS FOR IMPROVING THE EFFICACY OF A SURVIVIN THERAPEUTIC IN THE TREATMENT OF TUMORS	3119910		Canada
PHARMACEUTICAL COMPOSITIONS, METHODS FOR PREPARATION COMPRISING SIZING OF LIPID VESICLE PARTICLES, AND USES THEREOF	3091974		Canada
LIPID A MIMICS, METHODS AND PREPARATION, AND USES THEREOF	2972635		Canada
RESPIRATORY SYNCYTIAL VIRUS VACCINE	2820614		Canada
METHODS AND COMPOSITIONS FOR TARGETED DELIVERY OF ACTIVE AGENTS AND IMMUNOMODULATORY AGENTS TO LYMPH NODES	3094405		Canada
VACCINE COMPOSITIONS COMPRISING AN AMPHIPATHIC COMPOUND, A NEOANTIGEN AND	3022924		Canada

Title	Serial No.	Registration No.	Jurisdiction
A HYDROPHOBIC CARRIER, AND METHODS OF USE THEREOF			
METHODS OF USING LOW DOSE VOLUME B-CELL EPITOPE COMPOSITIONS FOR INDUCING AN ANTIBODY IMMUNE RESPONSE IN HUMAN SUBJECTS	3038155		Canada
PHARMACEUTICAL COMPOSITIONS, METHODS FOR PREPARATION USING LIPID VESICLE PARTICLES OF DEFINED SIZE, AND USES THEREOF	3069019		Canada
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE AS A VEHICLE FOR CANCER TREATMENT	2622464	2622464	Canada
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	2700808	2700808	Canada
COMPOSITIONS COMPRISING AN ANTIGEN, AN AMPHIPATHIC COMPOUND AND A HYDROPHOBIC CARRIER, AND USES THEREOF	2700828	2700828	Canada
COMPOSITIONS COMPRISING LIPOSOMES, AN ANTIGEN, A POLYNUCLEOTIDE AND A CARRIER COMPRISING A CONTINUOUS PHASE OF A HYDROPHOBIC SUBSTANCE	2723918	2723918	Canada
LIPOSOME COMPOSITIONS COMPRISING AN ADJUVANT THAT ACTIVATES OR INCREASES THE ACTIVITY OF TLR2 AND USES THEREOF	2850857	2850857	Canada
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	2908042	2908042	Canada
ADJUVANTING SYSTEMS AND WATER-FREE VACCINE COMPOSITIONS COMPRISING A POLYI:C POLYNUCLEOTIDE ADJUVANT AND A LIPID-BASED ADJUVANT	3005127	3005127	Canada
METHODS FOR IMPROVING THE EFFICACY OF A SURVIVIN THERAPEUTIC IN THE TREATMENT OF TUMORS	19887650.0		EU
METHODS OF USING LOW DOSE VOLUME B-CELL EPITOPE COMPOSITIONS FOR INDUCING AN ANTIBODY IMMUNE RESPONSE IN HUMAN SUBJECTS	16917017.2		EU
PHARMACEUTICAL COMPOSITIONS, METHODS FOR PREPARATION USING LIPID VESICLE PARTICLES OF DEFINED SIZE, AND USES THEREOF	17917340.6		EU
ADJUVANTING SYSTEMS AND WATER-FREE VACCINE	16865342.6		EU

Title	Serial No.	Registration No.	Jurisdiction
COMPOSITIONS COMPRISING A POLYI:C POLYNUCLEOTIDE ADJUVANT AND A LIPID-BASED ADJUVANT			
METHODS AND COMPOSITIONS FOR TARGETED DELIVERY OF ACTIVE AGENTS AND IMMUNOMODULATORY AGENTS TO LYMPH NODES	19772567.4		EU
LIPID A MIMICS, METHODS AND PREPARATION, AND USES THEREOF	15876412.6		EU
VACCINE COMPOSITIONS COMPRISING AN AMPHIPATHIC COMPOUND, A NEOANTIGEN AND A HYDROPHOBIC CARRIER, AND METHODS OF USE THEREOF	17792333.1		EU
PHARMACEUTICAL COMPOSITIONS, METHODS FOR PREPARATION COMPRISING SIZING OF LIPID VESICLE PARTICLES, AND USES THEREOF	17931556.9		EU
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE AS A VEHICLE FOR CANCER TREATMENT	06790800.4	1948225	France
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	08800369.4	2197497	France
COMPOSITIONS COMPRISING LIPOSOMES, AN ANTIGEN, A POLYNUCLEOTIDE AND A CARRIER COMPRISING A CONTINUOUS PHASE OF A HYDROPHOBIC SUBSTANCE	09756985.9	2296696	France
RESPIRATORY SYNCYTIAL VIRUS VACCINE	11781825.2	2640419	France
LIPOSOME COMPOSITIONS COMPRISING AN ADJUVANT THAT ACTIVATES OR INCREASES THE ACTIVITY OF TLR2 AND USES THEREOF	12838879.0	2763698	France
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	13880361.4	2978450	France
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	18188268.9	3421047	France
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE AS A VEHICLE FOR CANCER TREATMENT	06790800.4	1948225	Germany

Title	Serial No.	Registration No.	Jurisdiction
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	08800369.4	2197497	Germany
COMPOSITIONS COMPRISING LIPOSOMES, AN ANTIGEN, A POLYNUCLEOTIDE AND A CARRIER COMPRISING A CONTINUOUS PHASE OF A HYDROPHOBIC SUBSTANCE	09756985.9	2296696	Germany
RESPIRATORY SYNCYTIAL VIRUS VACCINE	11781825.2	2640419	Germany
LIPOSOME COMPOSITIONS COMPRISING AN ADJUVANT THAT ACTIVATES OR INCREASES THE ACTIVITY OF TLR2 AND USES THEREOF	12838879.0	2763698	Germany
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	13880361.4	2978450	Germany
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	18188268.9	3421047	Germany
COMPOSITIONS COMPRISING LIPOSOMES, AN ANTIGEN, A POLYNUCLEOTIDE AND A CARRIER COMPRISING A CONTINUOUS PHASE OF A HYDROPHOBIC SUBSTANCE	209775	209775	Israel
LIPOSOME COMPOSITIONS COMPRISING AN ADJUVANT THAT ACTIVATES OR INCREASES THE ACTIVITY OF TLR2 AND USES THEREOF	231888	231888	Israel
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE AS A VEHICLE FOR CANCER TREATMENT	06790800.4	1948225	Italy
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	08800369.4	2197497	Italy
COMPOSITIONS COMPRISING LIPOSOMES, AN ANTIGEN, A POLYNUCLEOTIDE AND A CARRIER COMPRISING A CONTINUOUS PHASE OF A HYDROPHOBIC SUBSTANCE	09756985.9	2296696	Italy
RESPIRATORY SYNCYTIAL VIRUS VACCINE	11781825.2	2640419	Italy
LIPOSOME COMPOSITIONS COMPRISING AN ADJUVANT THAT ACTIVATES OR INCREASES THE ACTIVITY OF TLR2 AND USES THEREOF	12838879.0	2763698	Italy
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	13880361.4	2978450	Italy

Title	Serial No.	Registration No.	Jurisdiction
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	18188268.9	3421047	Italy
OIL-IN-WATER EMULSION FORMULATIONS FOR DELIVERY OF ACTIVE OR THERAPEUTIC AGENTS	2022-522804		Japan
METHODS FOR IMPROVING THE EFFICACY OF A SURVIVIN THERAPEUTIC IN THE TREATMENT OF TUMORS	2021-527070		Japan
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE AS A VEHICLE FOR CANCER TREATMENT	2008-533836	5528703	Japan
COMPOSITIONS COMPRISING AN ANTIGEN, AN AMPHIPATHIC COMPOUND AND A HYDROPHOBIC CARRIER, AND USES THEREOF	2010-527303	5591705	Japan
COMPOSITIONS COMPRISING LIPOSOMES, AN ANTIGEN, A POLYNUCLEOTIDE AND A CARRIER COMPRISING A CONTINUOUS PHASE OF A HYDROPHOBIC SUBSTANCE	2011-511943	5715051	Japan
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	2010-526115	5731198	Japan
RESPIRATORY SYNCYTIAL VIRUS VACCINE	2013-538235	6016799	Japan
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	2015-079967	6016970	Japan
COMPOSITIONS COMPRISING LIPOSOMES, AN ANTIGEN, A POLYNUCLEOTIDE AND A CARRIER COMPRISING A CONTINUOUS PHASE OF A HYDROPHOBIC SUBSTANCE	2014/231396	6143731	Japan
LIPOSOME COMPOSITIONS COMPRISING AN ADJUVANT THAT ACTIVATES OR INCREASES THE ACTIVITY OF TLR2 AND USES THEREOF	2014-533747	6240077	Japan
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	2016-504427	6254251	Japan
COMPOSITIONS COMPRISING LIPOSOMES, AN ANTIGEN, A POLYNUCLEOTIDE AND A CARRIER COMPRISING A CONTINUOUS PHASE OF A HYDROPHOBIC SUBSTANCE	2017-024007	6448676	Japan
LIPOSOME COMPOSITIONS COMPRISING AN ADJUVANT THAT ACTIVATES OR INCREASES THE ACTIVITY OF TLR2 AND USES THEREOF	2017-138141	6625587	Japan
ADJUVANTING SYSTEMS AND WATER-FREE VACCINE	2018-524713	6989134	Japan

Title	Serial No.	Registration No.	Jurisdiction
COMPOSITIONS COMPRISING A POLYI:C POLYNUCLEOTIDE ADJUVANT AND A LIPID-BASED ADJUVANT			
LIPID A MIMICS, METHODS AND PREPARATION, AND USES THEREOF	2020-117625	7053106	Japan
PHARMACEUTICAL COMPOSITIONS, METHODS FOR PREPARATION COMPRISING SIZING OF LIPID VESICLE PARTICLES, AND USES THEREOF	2020-526030	7103726	Japan
METHODS OF USING LOW DOSE VOLUME B-CELL EPI TOPE COMPOSITIONS FOR INDUCING AN ANTIBODY IMMUNE RESPONSE IN HUMAN SUBJECTS	2019-516487	7125197	Japan
OIL-IN-WATER EMULSION FORMULATIONS FOR DELIVERY OF ACTIVE OR THERAPEUTIC AGENTS	10-2022-7015771		South Korea
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE AS A VEHICLE FOR CANCER TREATMENT	06790800.4	1948225	Spain
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	08800369.4	2197497	Spain
COMPOSITIONS COMPRISING LIPOSOMES, AN ANTIGEN, A POLYNUCLEOTIDE AND A CARRIER COMPRISING A CONTINUOUS PHASE OF A HYDROPHOBIC SUBSTANCE	09756985.9	2296696	Spain
RESPIRATORY SYNCYTIAL VIRUS VACCINE	11781825.2	2640419	Spain
LIPOSOME COMPOSITIONS COMPRISING AN ADJUVANT THAT ACTIVATES OR INCREASES THE ACTIVITY OF TLR2 AND USES THEREOF	12838879.0	2763698	Spain
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	13880361.4	2978450	Spain
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	18188268.9	3421047	Spain
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE AS A VEHICLE FOR CANCER TREATMENT	06790800.4	1948225	UK
USE OF LIPOSOMES IN A CARRIER COMPRISING A CONTINUOUS HYDROPHOBIC PHASE FOR DELIVERY OF POLYNUCLEOTIDES IN VIVO	08800369.4	2197497	UK

Title	Serial No.	Registration No.	Jurisdiction
COMPOSITIONS COMPRISING LIPOSOMES, AN ANTIGEN, A POLYNUCLEOTIDE AND A CARRIER COMPRISING A CONTINUOUS PHASE OF A HYDROPHOBIC SUBSTANCE	09756985.9	2296696	UK
RESPIRATORY SYNCYTIAL VIRUS VACCINE	11781825.2	2640419	UK
LIPOSOME COMPOSITIONS COMPRISING AN ADJUVANT THAT ACTIVATES OR INCREASES THE ACTIVITY OF TLR2 AND USES THEREOF	12838879.0	2763698	UK
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	13880361.4	2978450	UK
METHOD FOR IMPROVING THE EFFICACY OF A SURVIVIN VACCINE IN THE TREATMENT OF CANCER	18188268.9	3421047	UK
METHODS OF TREATING DIFFUSE LARGE B-CELL LYMPHOMA	PCT/IB2021/000688		WIPO
LIPID COMPOSITIONS COMPRISING POLYNUCLEOTIDE ANTIGENS	PCT/IB2021/000650		WIPO
SARS-COV-2 VACCINE COMPOSITIONS AND METHODS OF PREPARATION AND USE	PCT/IB2021/000464		WIPO

**Schedule A-2**  
Assigned Trademarks

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Jurisdiction</b>
DPX	88000989	6578666	USA
IMV	87890974	6375429	USA
IMV IMMUNOVACCINE	77876918	6155620	USA
SPAYVAC	76274564	2886949	USA
VACCIMAX	76367410	2744444	USA
DPX	1904228	1106111	Canada
IMV	1888504	1073141	Canada
SPAYVAC	1087041	573960	Canada
IMV IMMUNOVACCINE	1763777	1042355	Canada