

OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS AGREEMENT is dated as of the 01 day of december, 2020 (the “**Effective Date**”).

B E T W E E N :

DEFENCE THERAPEUTICS INC., a company duly incorporated under the laws of the Province of Quebec, and having a registered office address at 1055 West Georgia Street, P.O. Box 11117, 1500 Royal Centre, Vancouver B.C. V6E 4N7

(the “**Buyer**”)

- and -

WASSC TECHNOLOGIE INC., a company duly incorporated under the laws of the Province of Quebec, and having a registered office address at 1315 d’Alsace Street, Sherbrooke, Quebec

(the “**Seller**”)

CONTEXT:

- A. The Seller has, or has had on its behalf, developed the Linker Technology (defined hereinafter), and is the owner of the Linker Technology and all Intellectual Property Rights (defined hereinafter) therein.
- B. The Seller wishes to grant to the Buyer the Option (defined hereinafter) and the Right of First Refusal (defined hereinafter), on the terms and conditions described herein.

THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

- 1.1.1 “**Agreement**” means this agreement as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.
- 1.1.2 “**Buyer**” is defined in the recital of the Parties above.

- 1.1.3 **“Closing Date”** is defined in Section 2.1.5.
- 1.1.4 **“Confidential Information”** means any information relating to the Purchased Assets, including confidential business and technical information, whether communicated in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory, and whether or not designated, marked, labelled or identified as confidential or proprietary, but excluding information which:
- 1.1.4.1 was available to or known by the public before the Closing Date;
 - 1.1.4.2 is or becomes available to or known by the public after the Closing Date other than as a result of improper disclosure by the Buyer;
 - 1.1.4.3 was lawfully known by Buyer or was in Buyer’s possession before the Closing Date;
 - 1.1.4.4 after the Closing Date, is lawfully received by Buyer from a third party who has acquired the information and disclosed it to Buyer without breaching any obligation of confidentiality to Seller;
 - 1.1.4.5 is developed independently by Buyer without recourse to any information or material received from or belonging to Seller or participation of any individuals who shall have been previously exposed to Confidential Information; or
 - 1.1.4.6 is required by law to be disclosed, provided that, unless prohibited by law, the Seller first notifies the Buyer at the first reasonable opportunity that the Seller is required to disclose such Confidential Information.
- 1.1.5 **“Developers”** is defined in Section 5.1.8.
- 1.1.6 **“Documentation”** means any and all documents, whether in printed or electronic form, including user guides, system documentation, training guides, flow charts, printout specifications, file specifications, test data, screen layouts, designs, technical specifications, data dictionaries, reports, manufacturer’s specifications or guidelines and manuals.
- 1.1.7 **“Election”** is defined in Section 9.1.1.3.
- 1.1.8 **“Encumbrance”** means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind.
- 1.1.9 **“Exercise Period”** is defined in Section 9.1.1.3.

- 1.1.10 **“Intellectual Property Rights”** means all of the following in any jurisdiction throughout the world and all rights therein:
- 1.1.10.1 patents and applications therefor and all other rights corresponding thereto;
 - 1.1.10.2 trade secret rights, and all other rights in Confidential Information;
 - 1.1.10.3 copyright, copyright registrations and applications therefor, moral rights, and all other rights corresponding thereto (including mask works and integrated circuit topographies);
 - 1.1.10.4 domain names, uniform resource locators, other names and locators associated with the Internet, and applications or registrations therefor;
 - 1.1.10.5 trade names, logos, common law trademarks and service marks and trademark and service mark registrations, and related goodwill and applications therefor;
 - 1.1.10.6 all rights in databases and data collections;
- 1.1.11 **“Knowledge”** is defined in Section 5.1.3.
- 1.1.12 **“Linker Technology”** means the technology more particularly described in Schedule “A” attached hereto and includes all related (i) Software; (ii) databases, compilations, collections of data and data; (iii) inventions (whether or not patentable); (iv) methods and processes; (v) designs and schematics; (vi) know-how and (vii) works of authorship, including Documentation, and will include any assets relating to the Linker Technology which may have been omitted from Schedule “A”.
- 1.1.13 **“Listing Date”** is defined in Section 2.1.4.
- 1.1.14 **“Loss”** means any direct loss, liability, damage, cost, expense, charge, fine, penalty or assessment including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise and all interest, punitive damages, fines, penalties and reasonable professional fees and disbursements.
- 1.1.15 **“Notice”** is defined in Section 9.1.1.1.
- 1.1.16 **“Option”** is defined in Section 2.1.1.
- 1.1.17 **“Parties”** means the Seller and the Buyer, collectively, and **“Party”** means either of them.
- 1.1.18 **“Person”** shall be broadly interpreted and includes an individual, body corporate, partnership, joint venture, trust association, unincorporated organization, the executors, administrators or other legal representatives of an individual or any other entity recognized by law.

- 1.1.19 “**Purchased Assets**” means the Linker Technology and the Intellectual Property Rights therein.
- 1.1.20 “**Right of First Refusal**” is defined in Section 9.1.1.
- 1.1.21 “**Seller**” is defined in the recital of the Parties above.
- 1.1.22 “**Software**” means all computer software and programs in any form, including source code, object code, operating systems, database management code, firmware, middleware, software libraries, software tools, software development kits, software implementations of algorithms and models and methodologies, APIs, codecs, interfaces and utilities, and all related Documentation, and any Developer’s notes, comments and annotations, in whatever form and media.
- 1.1.23 “**Technology**” means any (i) Software; (ii) databases, compilations, collections of data and data; (iii) inventions (whether or not patentable); (iv) methods and processes; (v) designs and schematics; (vi) know-how and (vii) works of authorship, including Documentation, of the Seller, other than the Linker Technology.
- 1.1.24 “**Third Party**” is defined in Section 9.1.1.2.
- 1.1.25 “**Third Party Offer**” is defined in Section 9.1.1.1.
- 1.1.26 “**Virus**” means any program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations; or any other code typically designated to be a Trojan horse, worm, backdoor, timer, clock, counter, time lock, time bomb, file injector, boot sector injector, or other limiting, disabling or debilitating design, instruction or routine, or other customarily considered to be a virus.

1.2 Certain Rules of Interpretation

- 1.2.1 *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- 1.2.2 *Headings.* The inclusion in this Agreement of headings of Articles and Sections are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- 1.2.3 *Section References.* Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement.
- 1.2.4 *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it. The word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto).

- 1.2.5 *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith and which are legally binding.
- 1.2.6 *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, include all schedules and exhibits attached thereto.
- 1.2.7 *Writing.* References to “in writing”, “written” and similar expressions include material that is printed, handwritten, typewritten, faxed, emailed, or otherwise capable of being visually reproduced at the point of reception.

ARTICLE 2 OPTION, PURCHASE AND SALE

2.1 Grant of Option and ROFR

- 2.1.1 Subject to Section 2.1.2, 2.1.3, 2.1.4 and 2.1.5, the Seller hereby grants to the Buyer: (i) the sole, exclusive and irrevocable option (the “**Option**”) to purchase, all of the right, interest and title in, to and associated with the Linker Technology, including the Intellectual Property Rights therein, free and clear of all assignments, pledges, hypothecations, liens, charges and other security interests and all other Encumbrances, claims and other limitations and restrictions.
- 2.1.2 The exercise of the Option by the Buyer will be subject to the Buyer having assumed payment, directly or indirectly, of all costs of the Seller necessary to the development of the Linker Technology including salaries, materials and services for up to CDN\$200,000 based upon a development plan and timeline to be mutually accepted by the Parties acting reasonably. The Buyer will have to pay or advance funds to the Seller within 30 days of each request.
- 2.1.3 In consideration for the Option and the Right of First Refusal, the Buyer will pay to the Seller a non-refundable sum of CDN\$25,000, on the Effective Date.
- 2.1.4 Subject to Section 2.1.2, the Option will be exercisable for a period commencing at the Effective Date and expiring at 5:00 p.m. (Vancouver time) on the date that is twenty four (24) months after the earlier of: (i) the date (the “**Listing Date**”) the Buyer, or a Buyer assignee, will be a reporting issuer in at least one province of Canada and the common shares of the Buyer, or a Buyer assignee will be listed on a

recognized Canadian stock exchange, and (ii) March 31, 2021, (the “**Expiry Time**”). Should be Buyer fail to exercise the Option pursuant to Section 2.1.5 on or before the Expiry Time, the Buyer will be deemed to have renounced the Option.

2.1.5 In order to exercise the Option, the Buyer will deliver in writing a notice of exercise of the Option to the Seller (the “**Exercise Notice**”) at any time prior to the Expiry Time. The date on which the Exercise Notice is given is referred to herein as the “Closing Date”.

2.1.6 Upon exercise of the Option by the Buyer, the Parties agree that they will take all reasonable steps to complete the transfer of the Purchased Assets from the Seller to the Buyer in the most expeditious manner possible, provided that, notwithstanding any delays in the legal transfer of the Purchased Assets to the Buyer, from the Closing Date, the Seller will be deemed to be holding the Purchased Assets in trust for the sole benefit of the Buyer.

2.1.7 The Seller shall have delivered to the Buyer the following in form and substance satisfactory to the Buyer on or before the Closing Date:

2.1.7.1 all conveyances, bills of sale, transfers, assignments, consents and other documents necessary to transfer good and marketable title, free and clear of all Encumbrances, in and to the Purchased Assets to the Buyer;

2.1.7.2 evidence satisfactory to the Buyer that all necessary corporate action, including shareholder approval, has been duly taken to approve this Agreement and the completion of the transactions contemplated by this Agreement;

2.1.7.3 an executed non-competition agreement, in favor of the Buyer from Dr. Simon Beaudoin, for a period of two year, worldwide and for activities related to the Linker Technology and other technologies acquired by the Buyer under the Right of First Refusal;

2.1.7.4 an executed agreement assigning Intellectual Property Rights in the Linker Technology, in favor of the Buyer from Dr. Simon Beaudoin;

2.2 Further Assistance

2.2.1 The Seller agrees to do such acts, or cause the doing of such acts as are within its power, to provide reasonable technical or other assistance to the Buyer to support the technical transition of the Purchased Assets to the Buyer.

**ARTICLE 3
CONSIDERATION**

3.1 Purchase Price and Payment

3.1.1 Upon the completion of the legal transfer of the Purchased Assets from the Seller to the Buyer, the Buyer shall pay to the Seller at the Closing Date a purchase price of CDN\$75,000 for the Purchased Assets.

3.2 Additional Consideration

3.2.1 In addition to obligations provided for in paragraphs 2.1.2 and 3.1.1, the Buyer undertakes to:

3.2.1.1 enter into a service agreement with the Seller for the continued development, commercialization and FDA patent filing related to the Linker Technology in term of what the Buyer will assume payment, directly or indirectly, of all costs of the Seller including salaries, materials and services for a minimum aggregate amount of \$200,000 for the period commencing immediately after the Closing Date and expiring at 5:00 p.m. (Vancouver time) on the date that is thirty six (36) months thereafter. The Buyer will have to pay or advance funds to the Seller within 30 days of each request.

3.2.1.2 pay to the Seller an additional \$100,000 on the submission date on which the FDA receives the complete filing information from the Buyer to patent the new Linker Technology related product; and

3.2.1.3 appoint Dr. Simon Beaudoin as director of the subsidiary which the Buyer intend to create to pursue the development of the Linker Technology after the Closing Date.

3.3 Taxes

The Seller and the Buyer agree that the Buyer will be liable for and will pay all applicable taxes, including all commodity taxes, properly payable by the Buyer in connection with the sale and transfer of the Purchased Assets.

**ARTICLE 4
DUE DILIGENCE**

4.1 Buyer's Due diligence

4.1.1 The Buyer may conduct such due diligence investigations in respect of the Seller, the Purchased Assets and the Technology in connection with this Agreement as it deems

necessary from the date of this Agreement until the termination of this Agreement. For purposes of such investigations, the Seller will give or cause to be given to the Buyer and its agents and representatives full access to all books, records, financial and operating data and other information concerning the Seller, the Purchased Assets and the Technology, as the Buyer and its agents and representatives may reasonably request. Due diligence which might interfere with the Seller's business affairs will be subject to its reasonable approval and control, as the case may be.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE SELLER

5.1 Representations and Warranties of the Seller

The Seller represents and warrants to the Buyer as follows:

- 5.1.1 as of the Effective Date, the Seller has sole right of title and interest, legal or beneficial, in the Purchased Assets free and clear of any Encumbrances. No consent of any Person is necessary to make, construct, use, reproduce, translate, license, sell, modify, update, enhance or otherwise exploit the Purchased Assets;
- 5.1.2 as of the Effective Date, the Seller has not assigned, licensed or otherwise granted any interest in the Purchased Assets, including any right to receive royalties or other payments, to any Person;
- 5.1.3 to the best of the Seller's knowledge after having made reasonable inquiries ("**Knowledge**"), no Person has infringed or misappropriated, or is infringing or misappropriating, any Intellectual Property Rights in the Linker Technology;
- 5.1.4 the exercise or use of the Purchased Assets, including the design, development, use, import, manufacture, licence or sale of any products or services does not and will not to the Knowledge of the Seller:
 - 5.1.4.1 breach, violate, conflict with, infringe or interfere with any rights or obligations of, or duties owed to, any Person or require payment or consent for the exercise or use of any Intellectual Property Rights of any Person;
 - 5.1.4.2 violate any right of any Person (including any Intellectual Property Rights, right to privacy or publicity); or
 - 5.1.4.3 constitute unfair competition or trade practices under the laws of any jurisdiction;

- 5.1.5 as of the Effective Date, to the Knowledge of the Seller, there is:
- 5.1.5.1 no actual, pending or threatened litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review which alleges any circumstance which would result in a breach of this Article, including any allegation that the use of the Purchased Assets would or does (i) infringe or interfere with any rights or obligations of, or duties owed to, any Person or require payment or consent for the exercise or use of any Intellectual Property Rights of any Person, (ii) violate any right of any Person (including any Intellectual Property Rights, right to privacy or publicity), or (iii) constitute unfair competition or trade practices under the laws of any jurisdiction; and
 - 5.1.5.2 no fact upon which any such litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review could be based;
- 5.1.6 to the Seller's Knowledge, there is no actual, pending or threatened litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review in which any Intellectual Property Right of the Seller is alleged to be invalid or not properly in the name of the Seller, or facts upon which any such litigation proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review could be based;
- 5.1.7 as of the Effective Date, there are no judgments, covenants not to sue, permits, grants, franchises, licences, agreements or arrangements relating to the Purchased Assets;
- 5.1.8 all individuals who conceived, developed, reduced to practice or definite and practical shape, invented, authored, wrote, created or otherwise produced the Linker Technology (the "**Developers**") have assigned their Intellectual Property Rights in the Linker Technology and any other right, title and interest in, to and associated with the Purchased Assets to the Seller pursuant to written agreements and such agreements are binding and enforceable on the Developers;
- 5.1.9 all Developers have entered into written agreements:
- 5.1.9.1 to the extent involved in the conception, invention, development, creation, writing, authoring or the reduction to practice or to a definite and practical shape of the Linker Technology, transferring to the Seller the ownership of all Intellectual Property Rights in, to and associated with the Linker Technology and the ownership of any other right, title and interest in, to and associated with the Purchased Assets;
 - 5.1.9.2 maintaining the confidentiality of the Confidential Information;

- 5.1.9.3 waiving all moral rights in, to and associated with the Purchased Assets;
and
- 5.1.9.4 restricting the Developer's use of the Purchased Assets only for the benefit
of the Seller;
- 5.1.10 to the Knowledge of the Seller, the Software do not contain any open source code.

5.2 Seller's Obligations

- 5.2.1 On a quarterly basis until the earlier of the Expiry Time or the Closing Date, the Seller shall present the Buyer a quarterly budget for the development of the Linker Technology, which shall require approval by the Buyer.
- 5.2.2 Prior to the Expiry Time, except as otherwise contemplated or permitted by this Agreement, the Seller will do the following:
 - 5.2.2.1 use commercially reasonable efforts to ensure that the Seller's representations and warranties contained herein remain true and correct until the Expiry Time as if such representations and warranties were continuously made throughout the period up to the Expiry Time, and to promptly advise the Buyer in writing of any of the Seller's warranties and representations ceases to be true and correct in any material respect prior to the Expiry Time;
 - 5.2.2.2 use commercially reasonable efforts to carry on the Seller's business and operate in the ordinary course, in all material respects;
 - 5.2.2.3 use commercially reasonable efforts to preserve the Purchased Assets;
 - 5.2.2.4 permit, and to the extent practicable instruct the Seller's accountants, auditors and advisors, to fully co-operate with the Buyer and its advisors, which includes providing full access to files and working papers with respect to the Purchased Assets;
 - 5.2.2.5 except in accordance with the present, not sell, agree to sell, transfer, assign, make subject to Encumbrance or otherwise dispose of any of the Purchased Assets;
 - 5.2.2.6 promptly advise the Buyer in writing of any material adverse change in the condition, financial or otherwise, of the Purchased Assets;
 - 5.2.2.7 promptly supply to the Buyer copies of all litigation or legal proceedings pertaining to the Seller or the Purchased Assets which may arise subsequent to the execution of the Agreement, and also advise the Buyer promptly in writing of any threat of litigation or other legal proceeding involving the Seller or the Purchased Assets which is made during the term of this Agreement;

- 5.2.2.8 use commercially reasonable efforts to obtain the consent of any Third Party, if any, required in connection with the transactions contemplated hereby;
- 5.2.2.9 pay, discharge and release any Encumbrances on the Purchased Assets; and
- 5.2.2.10 in accordance with international financial reporting standards consistently applied, to maintain true and correct books, accounts and financial records relating to the Purchased Assets.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF THE BUYER

6.1 Representations and Warranties of the Buyer

The Buyer represents and warrants to the Seller as follows:

- 6.1.1 It is a corporation duly incorporated and validly in existence, has fulfilled all of its obligations pertaining to legal publicity in the jurisdictions it owns assets or carries on business in order to maintain its state of compliance and regularity;
- 6.1.2 It is validly in existence and has fulfilled all of its obligations pertaining to applicable law pertaining to its existence; and
- 6.1.3 It has the power and capacity to enter into and perform in all aspects this contract and the actions and contracts relating thereto and the conclusion and signing of this contract has been duly authorized.

ARTICLE 7 SURVIVAL AND INDEMNIFICATION

7.1 Survival of Representations and Warranties

All of the covenants and representations and warranties contained in this Agreement and in any other agreement or document delivered pursuant to this Agreement, including this Article 7, will survive 24 months the conveyance of the Purchased Assets pursuant to paragraphs 2.1.2.

7.2 Indemnification of the Buyer

The Seller agrees that if the Seller fails to observe or perform any covenant or obligation, or breaches any representation or warranty, contained in this Agreement, or in any other agreement or document delivered pursuant to this Agreement, it will indemnify and hold harmless the Buyer and its directors, officers and employees from and against the full amount of any Loss which the Buyer may suffer as a result of that failure.

7.3 Indemnification of Seller

The Buyer agrees that if it fails to observe or perform any covenant or obligation, or breaches any representation or warranty, contained in this Agreement, or in any other agreement or document delivered pursuant to this Agreement, it will indemnify and hold harmless the Seller from and against the full amount of any Loss which the Seller may suffer as a result of that failure.

7.4 Third Party Indemnification

To ensure that the indemnification obligations provided by the Seller to the Buyer and the Buyer's directors, officers and employees are enforceable, it is agreed by the Parties that the Buyer is acting as agent for its respective directors, officers and employees with respect to the indemnification obligations intended to be given to those directors, officers and employees under this Article 7. The Buyer agrees that it will hold any right to indemnification that any director, officer or employee is intended to have under this Article in trust for that director, officer or employee, and that funds received by the Buyer in respect of any Loss by any director, officer or employee will be held in trust for that director, officer or employee.

ARTICLE 8 CONFIDENTIALITY AND NON-COMPETITION

8.1 Confidentiality

The Seller acknowledges and agrees that:

- 8.1.1 in the course of its development of the Purchased Assets it has acquired Confidential Information; and
- 8.1.2 the Buyer has all rights to use and possession of, title to and ownership of the Confidential Information.

Accordingly, the Seller agrees to hold in strict confidence and not disclose or use any Confidential Information, for any purpose.

8.2 Non-Competition

For a period of three years following the earlier of: (i) the Closing Date, and (ii) the Expiry Time, the Seller shall not, in any manner whatsoever, individually or in partnership or jointly or in conjunction with any other Person related to the same activities of section 2.1.7.3, except with the Buyer:

- 8.2.1 directly, or indirectly carry on, engage in or be concerned with or interested in:
 - 8.2.1.1 research and development of products, services, inventions, discoveries, apparatus, developments, derivatives, modifications, concepts, ideas, improvements, processes and methods incorporating the Purchased Assets;
 - or

- 8.2.1.2 any business that manufactures, sells, offers for sale or distributes products or services incorporating the Purchased Assets;
- 8.2.2 have any direct or indirect interest or concern (as principal, beneficiary, director, shareholder, partner, nominee, executor, trustee, agent, servant, employee, consultant, independent contractor or in any other capacity whatever) in or with any Person, if any part of the activities of such Person consists of:
 - 8.2.2.1 research and development of products, services, inventions, discoveries, apparatus, developments, derivatives, modifications, concepts, ideas, improvements, processes and methods incorporating the Purchased Assets; or
 - 8.2.2.2 any business that manufactures, sells, offers for sale or distributes products or services incorporating the Purchased Assets; or
- 8.2.3 advise, be engaged by or interested in, be concerned with, lend money to, provide financial assistance to, guarantee the debts or obligations of or permit its name to be used or employed by any business that competes with the business of the Buyer within Canada.

ARTICLE 9 RIGHT OF FIRST REFUSAL

9.1 Right of First Refusal

- 9.1.1 For a period of five (5) years commencing on the Effective Date, except as otherwise expressly permitted in this Agreement, if the Seller makes an offer to a third party to transfer or sell any part of or all of its right, title and interest in, to and associated with any Technology, or if the Seller receives a third party offer to purchase or otherwise acquire any part of or all of its right, title and interest in, to and associated with any Technology, the Buyer shall have the right of first refusal to purchase or otherwise acquire such Technology and any and all rights thereto including any and all Intellectual Property Rights (the “**Right of First Refusal**”), on the following terms and conditions:
 - 9.1.1.1 Upon the Seller making or proposing to make a third party offer or receiving a third party offer which it proposed to accept (the “**Third Party Offer**”), the Seller shall by notice to the Buyer in writing (the “**Notice**”) offer to transfer to the Buyer or its nominee all right, title and interest in, to and associated with the Technology, including all Intellectual Property Rights and other related rights with respect thereto, all as described in the Notice, on the terms and conditions of the Third Party Offer;

- 9.1.1.2 The Notice shall state the name and address of the Person (the “**Third Party**”) making the Third Party Offer or to whom such offer was made or is proposed to be made, and the full terms of the Third Party Offer;
 - 9.1.1.3 The Buyer shall have the right exercisable by notice in writing (the “**Election**”) within a period of ten (10) business days (the “**Exercise Period**”) from receipt of the Notice to elect to acquire the Technology, including all Intellectual Property Rights and other related rights with respect thereto, on the terms and conditions of the Third Party Offer as set out in the Notice;
 - 9.1.1.4 Upon the Seller’s receipt of the Election there shall be a valid and binding agreement between the Buyer and the Seller for the transfer of the Technology and all Intellectual Property Rights and other related rights with respect thereto on the terms and conditions of the Third Party Offer as set out in the Notice; and
 - 9.1.1.5 If the Buyer does not elect to acquire the Technology within the Exercise Period, the Seller shall be entitled to transfer the Technology to the Third Party provided the transfer of such Technology is completed within the next one hundred eighty (180) days and is on the same terms and conditions as set out in the Third Party Offer.
- 9.1.2 For the purposes of the Right of First Refusal contemplated herein, a transfer or acquisition shall include a license, sublicense, sale, or other disposition, in whole or in part, of the Technology.

ARTICLE 10 GENERAL

10.1 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in that Province. Each of the Parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to determine all issues, whether at law or in equity arising from this Agreement.

10.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

10.3 Currency

Unless otherwise specified, the word “dollar” and the “\$” sign refer to Canadian currency, and all amounts to be advanced, paid, tendered or calculated under this Agreement are to be advanced, paid, tendered or calculated in Canadian currency.

10.4 Further Assurances

Each Party will, at that Party’s own cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement.

10.5 Amendment and Waiver

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

10.6 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior written consent of the other Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.

10.7 Severability

Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect:

- 10.7.1 the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or
- 10.7.2 the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

10.8 Counterparts

This Agreement may be signed electronically and in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the Effective Date first written above.

10.9 Choice of Language.

The Parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les Parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

[signature page to follow]

Each of the Parties have executed and delivered this Agreement as of the Effective Date.

**DÉFENSE THÉRAPEUTIQUE
INC./DEFENCE THERAPEUTICS INC.**

Per: Sebatien Ploffé
Name: Sebatien Ploffé,
Title:

WASSC TECHNOLOGIE INC.

Per: Simon Beaudoin
Name: Simon Beaudoin
Title: President and CEO WASSC Technologie Inc.

SCHEDULE A

Targeted antibody-drug conjugate cancer treatment with 4 directed-sites for drug-linker conjugation to deliver cancer-fighting drugs directly to cancer cells. This linking technology do not implicate genetic engineering of the antibody or addition of an artificial protein domain to an antibody sequence. This technology is based on just linker-drug entities having affinity with different site on the antibody and can be link to different amino acid closed to these affinity sites to produce 4 different conjugation sites on an antibody.