
STS-201

EXCLUSIVE LICENSE AGREEMENT

BETWEEN

EGB ADVISORS P R L L C.

AND

GENETETHER THERAPEUTICS INC.

DATED: January 6, 2025

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STS-201

EXCLUSIVE LICENSE AGREEMENT

THIS EXCLUSIVE LICENSE AGREEMENT (this “Agreement”) is made this 6th day of January, 2025 (the “Effective Date”) between:

EGB ADVISORS PR L.L.C., a limited liability company organized under the laws of Puerto Rico with offices at 100 Calle del Meulle, Apt. 21007, Old San Juan, PR, 00901-2676, USA, including any of its successors or assigns (“EGB”); and

GENETETHER THERAPEUTICS INC., a British Columbia corporation having its registered and records office at 301 – 1665 Ellis Street, Kelowna, BC V1Y 2B3, Canada (“GTTX”).

EGB and GTTX are individually referred to herein as a “Party” and are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, EGB owns or controls the Licensed Rights (defined below); and

WHEREAS, GTTX desires to obtain an exclusive license under the Licensed Rights to research, develop and commercialize the Licensed Products for the Field in the Territory (as such terms are defined below), and EGB is willing to grant such license to GTTX, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the following mutual promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties, intending to be legally bound, agree as follows:

1 DEFINITIONS.

1.1 Key Defined Terms. The key defined terms used in this Agreement are as follows:

“Field” means any and all indications and uses for human or animal health.

“Licensed Products” means any and all products formulated with ██████████, in all formulations and dosage forms, including but not limited to all combination formulations. [Confidential information redacted]

“Licensed Rights” means any and all patent rights (including without limitation U.S. Patent Application 63/666,981 – *Treatment of Proliferative Diseases*) owned by EGB as of the Effective Date, which cover or would be infringed by the research, development or commercialization of the Licensed Products.

“██████████” or the “Asset” means the compound identified by EGB as “STS-201” and described as “██████████” and further identified in Exhibit D hereto, whether produced by chemical synthesis or otherwise, and any formulation, radioisomer, stereoisomer, racemates, solvates, salt forms, bases, anhydrides, hydrates, polymorphs, or ester forms of such compound.

[Confidential information redacted]

“Technical Dossier” means all information relating to the Asset and the Licensed Rights which shall be inclusive of but not limited to the (i) composition; (ii) quality control standards and specifications; (iii) formulation results; (iv) methods of analysis of the raw materials and finished products; (v) stability data; (vi) research and development data; and (viii) any historical study, research and/or test results, which are in the possession or control of EGB.

“Territory” means the entire world.

- 1.2 Other Defined Terms. Certain defined terms used in this Agreement shall have the meanings respectively given to them in Exhibit A hereto.

2 GRANT OF RIGHTS.

- 2.1 License from EGB to GTTX. Subject to the terms and conditions of this Agreement, including but not limited to payment of the amounts set forth in Exhibit B hereto, EGB hereby grants to GTTX an exclusive, perpetual, royalty-bearing right and license during the Term under the Licensed Rights to research, develop, make, have made, register, use, import, distribute, sell, offer for sale, have sold, and otherwise commercialize the Licensed Products for the Field in the Territory.

- 2.2 Sublicensing. GTTX shall not sublicense, assign or otherwise transfer any rights under this Agreement without the prior written consent of EGB, such consent not to be unreasonably withheld, delayed or conditioned. For any sublicensee approved in writing by EGB (each a “Sublicensee”), GTTX shall procure an agreement that the Sublicensee shall acknowledge and agree to observe, comply with, and be bound by, the applicable restrictions set forth in this Agreement. Such Sublicensees shall not have the right to further sublicense the Licensed Rights.

- 2.3 Technical Dossier. Subject to the terms and conditions of this Agreement, including but not limited to payment of the amounts set forth in Exhibit B hereto, EGB shall, during the Term, provide GTTX with full and unfettered access to the Technical Dossier.

3 RELATED AGREEMENTS.

- 3.1 Funding Arrangements. On or before the Effective Date, and as a condition precedent to the effectiveness of this Agreement:

- (a) *Private Placement*. GTTX shall have completed a private placement to raise gross proceeds of a minimum C\$250,000 and up to a maximum of C\$500,000 (the “Private Placement”). The proceeds of the Private Placement will be used to advance the STS-201 program and for GTTX general working capital purposes. William J. Garner, M.D. shall have invested a minimum of C\$250,000 in the Private Placement.
- (b) *Investor Rights Agreement*. GTTX shall have entered into an investor rights agreement providing that so long as William J. Garner, M.D., including his related parties, owns no less than 10% of the issued and outstanding common shares in the capital of GTTX or its successors, Dr. Garner shall have the right to participate in any GTTX financing transaction at a level that will allow maintenance of his then non-diluted (i.e. assuming no exercise of

any outstanding options, warrants, or convertible securities) percentage ownership of GTTX or its successor, as the case may be.

3.2 Management Agreements. On or before the Effective Date, and as a condition precedent to the effectiveness of this Agreement:

- (a) *Executive Chairman.* GTTX shall have entered into an agreement to maintain Daren Graham as GTTX's Executive Chairman for a minimum of one year from the Effective Date at a compensation rate of US\$200,000 per year.
- (b) *Chief Scientific Officer.* GTTX shall have entered into a consulting services agreement with John Rothman, PhD to serve as GTTX's Chief Scientific Officer for a minimum of one year from the Effective Date at a compensation rate of US\$85,000 per year.

3.3 EGB Remedies. A material breach by GTTX of the provisions of the agreements referenced in Sections 3.1 and 3.2 above shall be deemed to be a material breach by GTTX of the provisions of this Agreement. The provisions of Section 13.2 (Termination) of this Agreement shall apply to provide EGB with rights to terminate this Agreement if such material breach is not cured by GTTX.

4 COMPENSATION.

4.1 Compensation for License. GTTX shall compensate EGB as specified in Exhibit B attached hereto for the rights licensed by EGB to GTTX and other obligations of EGB pursuant to this Agreement. EGB shall have the right, in its sole discretion, to direct in writing that any payments due under this Agreement be made directly to a third party or parties specified by EGB from time to time.

4.2 Currency. All amounts due hereunder are stated in, and shall be paid in, United States dollars. Net Sales based on foreign revenue will be converted to United States dollars at the rate of exchange published in *The Wall Street Journal* on the last business day of each calendar quarter. GTTX shall provide EGB, together with each royalty payment, a schedule detailing the calculation of Net Sales resulting from the conversion of foreign revenue to United States dollars as set forth herein.

4.3 Late Payments. Unpaid payment balances shall accrue interest, from the due date until paid, at a rate equal to twelve percent (12%) per annum; *provided* that such rate shall not exceed the maximum rate permitted under Applicable Laws.

5 RECORDS; REPORTS; AUDIT.

5.1 Records. During the period of time commencing on the date that GTTX generates its first Net Sales of the Licensed Product and ending on the date that is three (3) years after this Agreement is terminated, GTTX shall, and shall require its Affiliates and Sublicensees to, maintain complete and accurate records relating to Net Sales of the Licensed Products.

5.2 Quarterly Reports. Within sixty (60) calendar days following the conclusion of each calendar quarter during the Term, GTTX shall provide EGB with written reports with respect to such calendar quarter Net Sales and calculations from gross sales to Net Sales of the Licensed Products in the Territory during such calendar quarter.

5.3 Audit. During the Term and for a period of three (3) years thereafter, EGB shall have the right, no more frequently than once per year and only during normal business hours and upon reasonable notice, to inspect and audit GTTX's records relevant to Net Sales. GTTX shall, within thirty (30) days of receipt of an invoice from EGB, pay EGB all undisputed amounts by which GTTX has

underpaid EGB as revealed by the audit. The costs of such audits shall be borne solely by EGB; *provided, however*, that in the event such an audit reveals an underpayment by GTTX of more than five percent (5%) of the total royalties due for the relevant calendar period GTTX shall within thirty (30) days of receipt of an invoice from EGB reimburse EGB for the costs of such audit. All information concerning royalty payments and reports, and any information learned in the course of any audit or inspection under this Section 5.3, shall be deemed to be Confidential Information of GTTX, subject to the terms and provisions of Section 8 below, except to the extent necessary for EGB to enforce its rights under this Agreement.

6 RESEARCH, DEVELOPMENT AND COMMERCIALIZATION.

6.1 General. GTTX shall be solely responsible at its cost for conducting and funding all research, development, regulatory and commercialization activities associated with the Licensed Products for the Field in the Territory.

6.2 Development Activities. GTTX shall carry out all development activities with respect to [REDACTED] in accordance with a development plan as agreed upon in writing by GTTX and EGB. GTTX shall be responsible for paying all fees, costs and other expenses associated therewith.

[Confidential
information
redacted]

6.3 Diligence. GTTX or its Affiliates or its Sublicensees shall use Commercially Reasonable Efforts to develop and commercialize at least one (1) Licensed Product in at least one (1) Major Market. For purposes of this Section 6.3, such requirement shall be deemed to be satisfied if GTTX expends (internally or with one or more third parties, but not including general and administrative expenses or any fees payable pursuant to this Agreement) for the development and/or commercialization efforts for a Licensed Product (i) at least US\$100,000 per calendar year beginning in 2025, or (ii) an aggregate of US\$500,000.

6.4 Applicable Laws. All research, development and commercialization activities for the Licensed Products shall be conducted by GTTX in accordance with Applicable Laws.

7 REGULATORY MATTERS.

7.1 Regulatory Approvals. GTTX in its discretion and at its cost shall submit relevant applications and obtain and maintain regulatory approvals for the Licensed Products for the Field in the Territory, including without limitation any pre-clinical, clinical, regulatory filings, post-approval requirements or commitments. GTTX shall hold and own all regulatory applications and approvals for the Licensed Products for the Field. GTTX shall be solely responsible for all communications with regulatory authorities in connection with the Licensed Products for the Field in the Territory.

7.2 Copies of Regulatory Information. GTTX shall provide EGB with notice of receipt of any regulatory submissions or material correspondence relating to the Licensed Products and shall deliver copies of any such materials upon receipt of a written request for same from EGB.

7.3 Adverse Events. GTTX and its Affiliates and Sublicensees shall comply with all Applicable Laws that relate to the reporting and investigation of adverse events related to the Licensed Products.

8 CONFIDENTIALITY.

8.1 Definition. As used in this Agreement, “Confidential Information” shall mean any and all information (including, without limitation, information relating to products, processes, technologies, trade secrets, structures, ideas, works or authorship, copyrightable works, trademarks, copyrights, product concepts, techniques, information or statistics, compounds, inventions, know-

how, designs, specifications, formulas, methods, samples, biological, chemical or other materials, developmental or experimental work, improvements, discoveries, past, current, planned and future research and clinical or other data, databases, software, manuals, internal policies and procedures, licenses, research and development agreements, term sheets, prices, costs, financial information, budgets, projections, marketing, selling and business plans, strategies, forecasts, sketches, records, notes, devices, drawings, patent applications, continuation applications, continuation-in-part applications, file wrapper continuation-in-part applications and divisional applications, vendors, suppliers and customers) that either Party (a “Disclosing Party”) furnishes or otherwise makes available to the other Party (a “Receiving Party”), directly or indirectly, together with all analyses, compilations, studies or other documents which contain or otherwise reflect or are derived from such information.

- 8.2 Non-Disclosure. Each Receiving Party agrees to (i) not disclose, and maintain the confidentiality of, the Confidential Information of the Disclosing Party, and (ii) limit access to the Confidential Information of the Disclosing Party to such of its directors, officers, agents, employees, and legal and financial counsel who (A) are directly concerned with the purposes of this Agreement, and (B) are subject to confidentiality obligations no less restrictive than those set forth in this Agreement to the Receiving Party sufficient to permit the Receiving Party to fulfill its obligations pursuant to this Section 8.
- 8.3 Non-Use. Each Receiving Party agrees to only use the Confidential Information of the Disclosing Party to effect the purposes and provisions of this Agreement. For clarity, the provisions of this Section 8 are subject to Section 2.2 (Sublicensing).
- 8.4 Exceptions. The obligations of a Receiving Party pursuant to Sections 8.2 and 8.3 hereof shall not apply to the extent the Receiving Party can demonstrate by clear and convincing evidence that the Confidential Information of the Disclosing Party:
- (i) was in the Receiving Party’s possession prior to the time of disclosure by the Disclosing Party;
 - (ii) is or becomes public knowledge through no fault or omission of the Receiving Party;
 - (iii) is obtained by the Receiving Party from a third party under no obligation of confidentiality to the Disclosing Party; or
 - (iv) is required to be disclosed by the Receiving Party in connection with a legal or administrative proceeding, provided that the Receiving Party shall (A) give the Disclosing Party prompt notice of such request and reasonably cooperate with the Disclosing Party to seek an appropriate protective order or other remedy, and (B) disclose only that portion of such Confidential Information which its legal counsel determines it is required to disclose.

In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party that is required to be disclosed by law, by a valid order of a court or by order or regulation of a governmental agency or stock exchange, or in the course of litigation, *provided* that in all cases the Receiving Party shall give the other Party prompt notice of the pending disclosure and make a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

8.5 Injunction. Each Party agrees that should it breach or threaten to breach any provisions of this Section 8, the Disclosing Party will suffer irreparable damages and its remedies at law will be inadequate. Upon any breach or threatened breach by the Receiving Party of this Section 8, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedy which it may have, without need to post any bond or security.

9 REPRESENTATIONS AND WARRANTIES.

9.1 Mutual Representations and Warranties. Each Party represents and warrants as of the Effective Date to the other Party as follows:

- (i) *Organization.* It is a corporation duly organized and validly existing under the laws of the state or country of its incorporation;
- (ii) *Corporate Power.* It has the complete and unrestricted power and right to enter into this Agreement and to perform its obligations hereunder;
- (iii) *Authorization.* This Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent transfer, or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity; and
- (iv) *No Commissions.* No person or entity has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or valid claim against or upon such Party for any commission, fee or other compensation as a finder or broker because of any act by such Party or its agents, or, with respect to GTTX, because of any act by its Affiliates or Sublicensees.

9.2 EGB Warranties. EGB represents and warrants to GTTX, as of the Effective Date and to the actual knowledge of EGB following reasonable investigation, as follows:

- (i) *Title.* It has legal title to, and sole beneficial interest in, the Technical Dossier and the Licensed Rights being licensed by GTTX hereunder, with full power, capacity and right to license them to GTTX.
- (ii) *Third Party Rights.* – The use of the Licensed Rights within the scope of the license granted in Section 2.1, within Canada and the United States of America, does not infringe any third party's valid and enforceable patents, or published patent applications.

9.3 Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 9 ABOVE ARE PROVIDED IN LIEU OF, AND EACH PARTY HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, THE LICENSED PRODUCTS OR THE LICENSED RIGHTS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR ALL REPRESENTATIONS AND WARRANTIES THAT SUCH PARTY MAKES TO ANY THIRD PARTY.

10 **INDEMNIFICATION.**

- 10.1 **By EGB.** EGB shall defend, indemnify and hold GTTX and its Affiliates, and each of their respective directors, officers, employees and agents harmless from and against any and all losses, damages, liabilities, costs and expenses (including the reasonable costs and expenses of attorneys and other professionals) (collectively “Losses”) incurred by GTTX as a result of any claim, demand, action or other proceeding (each, a “Claim”) by a third party, to the extent such Losses arise out of (i) the negligence or willful misconduct of EGB, or (ii) for any breach of this Agreement by EGB (whether negligent, willful, unintended or otherwise), including without limitation any of its representations and warranties set forth in Section 9.
- 10.2 **By GTTX.** GTTX shall defend, indemnify and hold EGB and its Affiliates, and each of their respective directors, officers, employees and agents, harmless from and against any and all Losses incurred by EGB as a result of any Claim by a third party, to the extent such Losses arise out of (i) the negligence or willful misconduct of GTTX, or (ii) for any breach of this Agreement by GTTX (whether negligent, willful, unintended or otherwise), including without limitation any of its representations and warranties set forth in Section 9, or (iii) the research, development or commercialization of the Asset or Licensed Products.
- 10.3 **Procedure.** The Party intending to claim indemnification under this Section 10 (an “Indemnitee”) shall promptly notify the other Party (the “Indemnitor”) of any Claim in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall assume the defense thereof whether or not such Claim is rightfully brought; *provided, however*, that an Indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the Indemnitee, unless Indemnitor does not assume the defense, in which case the reasonable fees and expenses of counsel retained by the Indemnitee shall be paid by the Indemnitor. The Indemnitee, and its employees and agents, shall cooperate fully with the Indemnitor and its legal representatives in the investigation of any Claim. The Indemnitor shall not be liable for the indemnification of any Claim settled or compromised by the Indemnitee without the written consent of the Indemnitor.
- 10.4 **Insurance.** Each Party shall have and maintain such types and amounts of insurance covering its activities under this Agreement as is (i) normal and customary in the pharmaceutical industry generally for parties similarly situated or (ii) otherwise required by Applicable Laws. Upon request by the other Party, each Party shall provide to the other Party evidence of its insurance coverage. The insurance policies shall be under an occurrence form, but if only a claims-made form is available to a Party, then such Party shall continue to maintain such insurance after the expiration or termination of this Agreement in its entirety for a period of three (3) years.

11 **LIMITATION OF LIABILITY.**

- 11.1 **Limitation of Damages.** EXCEPT FOR DAMAGES FOR WHICH A PARTY IS RESPONSIBLE PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 ABOVE OR DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT, EACH PARTY SPECIFICALLY DISCLAIMS ALL LIABILITY FOR AND SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS, INTERRUPTIONS OF BUSINESS OR OTHER DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR RESULTING FROM THE MANUFACTURE, HANDLING, MARKETING, SALE, DISTRIBUTION OR USE OF THE LICENSED PRODUCT OR USE OF THE LICENSED RIGHTS, REGARDLESS OF THE FORM

OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Time for Asserting Damages. No action, regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after such Party has knowledge of the occurrence that gave rise to the cause of such action.

12 PROPRIETARY RIGHTS.

12.1 Ownership of Proprietary Rights.

- (a) *Existing Proprietary Rights.* Each Party shall solely own all Proprietary Rights developed or owned by such Party prior to the Effective Date.
- (b) *Improvements.* GTTX shall solely own all Proprietary Rights in Improvements which are developed by GTTX on or after the Effective Date. Upon the expiration or termination of this Agreement for any reason, all such Improvements shall be assigned by GTTX to EGB without additional consideration, and GTTX shall execute and deliver such documents as are reasonably requested by EGB to give effect to such assignment.

12.2 Prosecution and Maintenance. In consultation with, and subject to approval by, EGB, GTTX shall prepare, file, prosecute, and maintain all patent applications and patents related to [REDACTED] included within the Licensed Rights, in coordination with EGB, the costs of which shall be paid by GTTX. GTTX shall provide notice to EGB of new patent application filings and changes to the status of patent applications and patents related to such prosecution and maintenance activities. **[Confidential information redacted]**

12.3 Infringement by Third Parties.

- (a) *Notice.* If either Party becomes aware that a third party may be infringing a Licensed Right, it will promptly notify the other Party in writing, providing all information available to such Party regarding the potential infringement.
- (b) *GTTX First Right.* GTTX shall have the first right to take whatever, if any, action it deems appropriate, in its sole discretion, against the alleged infringer of the Licensed Right. GTTX shall make a determination of whether or not to take action within one hundred eighty (180) days after giving or receiving a notice pursuant to Section 12.3(a) (the "Determination Date"). If GTTX elects to take action, EGB shall, at GTTX's request and expense, cooperate and shall cause its employees to cooperate with GTTX in taking any such action, including but not limited to, cooperating with the prosecution of any infringement suit by GTTX. If GTTX prevails in such action, GTTX shall retain all recoveries, *provided* that such recoveries after payment or reimbursement of enforcement costs and expenses shall be deemed to be Net Sales pursuant to the compensation provisions of this Agreement and GTTX shall make payment of royalties to EGB on the basis of Net Sales as provided in Exhibit B.
- (c) *EGB Second Right.* EGB shall have the second right to take whatever, if any, action it deems appropriate, in its sole discretion, against the alleged infringer of the Licensed Rights, if GTTX has not provided a notice that it will take action, or does not take action, by the Determination Date. If EGB elects to take action, GTTX shall, at EGB's request and expense, cooperate and shall cause its employees to cooperate with EGB in taking any such action, including but not limited to, cooperating with the prosecution of any infringement suit by EGB. If EGB prevails in such action, EGB shall retain all recoveries.

13 TERM AND TERMINATION.

- 13.1 **Term.** The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue in effect unless and until terminated earlier as set forth in Section 13.2.
- 13.2 **Termination.** If a Party violates or fails to perform any term or covenant of this Agreement, then the other Party may give written notice of such default (a “Notice of Default”) to such Party. If such Party fails to cure such default within sixty (60) days of the effective date of the Notice of Default, then the other Party may terminate this Agreement by a second written notice (a “Notice of Termination”) to such Party, and this Agreement shall terminate on the effective date of the Notice of Termination.
- 13.3 **Effect of Termination.** Following the termination or expiration of this Agreement, all rights granted to GTTX herein shall immediately terminate and each Party shall promptly return all relevant records and materials in its possession or control containing the other Party’s Confidential Information with respect to which the former Party does not retain rights hereunder; *provided, however,* that each Party may retain one archival copy of such records and materials solely to be able to monitor its obligations that survive under this Agreement.
- 13.4 **Survival.** Notwithstanding any other provisions of this Agreement, any liability or obligation of either Party to the other for acts or omissions prior to the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Such termination or expiration shall not relieve either Party from obligations that are expressly indicated to survive termination or expiration of this Agreement, nor shall any termination or expiration of this Agreement relieve GTTX of its obligation to pay EGB royalties for all Licensed Products sold by GTTX, its Affiliates or Sublicensees. Sections 4.4 (Late Payments), 5 (Records; Reports; Audit), 7.3 (Adverse Events), 8 (Confidentiality), 9.3 (Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12 (Proprietary Rights); 13.3 (Effect of Termination), 13.4 (Survival) and 14 (General Provisions) shall survive termination or expiration of this Agreement.

14 GENERAL PROVISIONS.

- 14.1 **Relationship of Parties.** Each of the Parties hereto is an independent contractor and nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other.
- 14.2 **Third Party Beneficiaries.** Except for the rights of Indemnitees pursuant to Section 10 hereof, the terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns.
- 14.3 **Rights in Bankruptcy.** All rights and licenses granted under or pursuant to this Agreement by EGB are and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, licenses of rights to “intellectual property” as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that GTTX, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against EGB under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, GTTX shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all

embodiments of such intellectual property, which, if not already in GTTX's possession, shall be promptly delivered to it (a) upon any such commencement of a bankruptcy proceeding upon GTTX's written request therefor, unless EGB elects to continue to perform all of its obligations under this Agreement or (b) if not delivered under clause (a) above, following the rejection of this Agreement by or on behalf of EGB upon written request therefor by GTTX.

14.4 Arbitration.

- (a) *Negotiations.* Any dispute, controversy or claim arising out of or relating to this Agreement or a breach hereof, including without limitation the validity, construction or effect of this Agreement, or the rights and obligations created hereunder (a "Dispute"), shall be brought before a conciliation committee of executives representing both Parties that shall, within thirty (30) calendar days after being informed of the Dispute, attempt to work out a recommendation for settlement of the Dispute and transmit such recommendation to both Parties for due consideration.
- (b) *Arbitration.* If after thirty (30) days of consultation the Parties have failed to reach an amicable settlement of the Dispute, such Dispute shall be submitted to final and binding arbitration at the demand of either Party upon written notice to that effect to the other Party (a "Demand"). Such Dispute shall be exclusively and finally resolved by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (the "ICC") as then existing. The arbitration proceedings shall be in the English language and shall be held in Toronto, Canada.
- (c) *Arbitral Panel.* The arbitral panel shall consist of one (1) arbitrator acceptable to GTTX and EGB. If GTTX and EGB cannot agree on a single arbitrator within thirty (30) days after a Demand has been made, then the ICC shall appoint the arbitrator.
- (d) *Arbitral Awards.* The arbitral award shall be in writing in English, shall not be contrary to the governing law of this Agreement, shall not award damages excluded by Section 11, shall provide reasons for the award, and shall be final and binding upon the Parties hereto. The losing Party shall pay all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing Party, as determined by the arbitrators, in connection with any Dispute unless the arbitrators direct otherwise. Each Party waives any right it may have by statute, treaty or law to contest the jurisdiction or venue of any court or service made pursuant to Section 14.7 hereof in an action or proceeding to enforce an arbitral award, and each Party agrees that the validity of arbitral awards shall only be challenged in accordance with Article V of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.
- (e) *Interim Remedies.* The Parties recognize and acknowledge that a breach by one Party of any of its covenants, agreements, obligations or undertakings hereunder with respect to security, confidentiality or compliance with Applicable Laws will cause the non-breaching Party irreparable damage, which cannot be readily remedied by monetary damages in an action at law. In the event of any such breach, the non-breaching Party shall be entitled, in addition to all remedies accorded by law, to equitable relief (including but not limited to injunctive relief) in any court having jurisdiction to protect its interests pending arbitration as provided in this Section 14.4.
- (f) *Confidentiality of Proceedings.* All arbitration proceedings hereunder shall be confidential, and the arbitrator(s) shall issue appropriate protective orders to safeguard each Party's Confidential Information. Except as permitted by Section 8.4 above, neither Party

shall make (or instruct the arbitrator(s) to make) any public announcement with respect to the proceedings or decision of the arbitrator(s) without prior written consent of the other Party.

- (g) *Binding Effect.* The provisions of this Section 14.4 shall survive any expiration or termination of this Agreement, and shall be severable and binding on the Parties hereto, notwithstanding that any other provision of this Agreement may be held or declared to be invalid, illegal, or unenforceable.

14.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario (without giving effect to any conflicts of law principles that require the application of the law of a different state or nation).

14.6 Costs and Expenses. Except as otherwise expressly provided in this Agreement, each Party shall bear all costs and expenses associated with the performance of such Party's obligations under this Agreement.

14.7 Notices. Any notice, request, or communication under this Agreement shall be effective only if it is in writing and (i) personally delivered, or (ii) sent by internationally recognized overnight courier with signature required, addressed to the Parties at the addresses stated below or such other persons and/or addresses as shall be furnished in writing by any party in accordance with this Section 14.7. Unless otherwise provided, all notices shall be sent:

<p><i>If to GTTX:</i></p> <p style="text-align: center;">301 – 1665 Ellis Street Kelowna, BC V1Y 2B3, Canada</p>	<p><i>If to EGB:</i></p> <p style="text-align: center;">EGB Ventures [Redacted] [Personal information redacted] [Redacted]</p>
<p><i>With a copy to:</i></p> <p style="text-align: center;">_____ Pushor Mitchell LLP 301 – 1665 Ellis Street Kelowna, BC V1Y 2B3, Canada</p>	<p><i>With a copy to:</i></p> <p style="text-align: center;">EGB Ventures Attn: Daren Graham [Personal information redacted] [Redacted] [Redacted]</p>
<p><i>With copies via email to:</i> [Personal information redacted] [Redacted] inman@pushormitchell.com _____ _____</p>	<p><i>With copies via email to:</i> [Personal information redacted] [Redacted] [Redacted]</p>

If personally delivered, the date of delivery shall be deemed to be the date on which such notice, request or communication was given. If sent by overnight courier, the third business day after the date of deposit with such courier shall be deemed to be the date on which such notice, request or communication was given.

14.8 Public Announcements. Except for such disclosure as is deemed necessary, in the reasonable judgment of a Party, to comply with applicable laws or regulations, securities filings or the rules of

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- a stock exchange, no announcement, news release, public statement, publication, or presentation relating to the existence of this Agreement, or the terms hereof, will be made without the other Party's prior written approval, which approval shall not be unreasonably withheld. Notwithstanding the above, the Parties hereby agree to the content of and authorize public announcements made after the Effective Date generally with the content set forth in Exhibit C hereto. Each Party shall be free to disclose to third parties the fact that it has entered into this Agreement (including a description of the Field, the Territory, and the Licensed Products), as well as any other information contained in Exhibit C hereto.
- 14.9 Entire Agreement; Amendment. This Agreement, all Exhibits attached hereto, and the agreements referenced in Section 3 contain the entire agreement of the Parties relating to the subject matter hereof and supersede any and all prior agreements, written or oral, between EGB and GTTX relating to the subject matter hereof. This Agreement may not be amended unless agreed to in writing by both Parties.
- 14.10 Binding Effect. This Agreement shall be binding upon, and the rights and obligations hereof shall apply to, EGB and GTTX, their subsidiaries, and any successor(s) and permitted assigns. The name of a Party appearing herein shall be deemed to include the names of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement.
- 14.11 Waiver. The rights of either Party under this Agreement may be exercised from time to time, singularly or in combination, and the exercise of one or more such rights shall not be deemed to be a waiver of any one or more of the others. No waiver of any breach of a term, provision or condition of this Agreement shall be deemed to have been made by either Party unless such waiver is addressed in writing and signed by an authorized representative of that Party. The failure of either Party to insist upon the strict performance of any of the terms, provisions or conditions of this Agreement, or to exercise any option contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such term, provision, condition or option or the waiver or relinquishment of any other term, provision, condition or option.
- 14.12 Severability. If a final arbitral or judicial determination is made that any provision of this Agreement is unenforceable, this Agreement shall be rendered void only to the extent that such determination finds such provisions unenforceable, and such unenforceable provisions shall be automatically reconstituted and become a part of this Agreement, effective as of the Effective Date, to the maximum extent they are lawfully enforceable.
- 14.13 Assignment. Except as hereinafter set forth, neither Party shall assign its rights or delegate its obligations under this Agreement, in whole or in part, by operation of law or otherwise, to any third party that is not an Affiliate without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the generality of the foregoing, (i) either Party shall be entitled to assign its rights or delegate its obligations under this Agreement to an Affiliate or wholly-owned subsidiary and (ii) EGB shall have the right, in its sole discretion, to direct in writing that any payments due under this Agreement be made directly to a third party.
- 14.14 Headings. The descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.
- 14.15 Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original document, but all of which shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile, by email in "portable document format" (".pdf") or by any other electronic means intended to preserve the original graphic and pictorial

appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing original signature.

[Remainder of this page left blank intentionally]

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

EGB ADVISORS PR L.L.C.

By: “William Garner” /s/

Name: William Garner, M.D.

Title: Managing Member

Date: January 6, 2025

GENETETHER THERAPEUTICS INC.,

By: “Roland Boivin” /s/

Name: Roland Boivin

Title: Chief Executive Officer

Date: January 6, 2025

EXHIBIT A: DEFINITIONS

For the purposes of this Agreement, the following terms shall have meanings as defined below:

“Affiliate” means, with respect to any party, any entity controlling, controlled by, or under common control with such party, during and for such time as such control exists. For these purposes, “control” shall refer to the ownership, directly or indirectly, of at least fifty percent (50%) of the voting securities or other ownership interest of the relevant entity.

“Agreement” has the meaning specified in the first paragraph of this Agreement.

“Applicable Laws” means all applicable international, national, federal, state, provincial and local laws, rules and regulations.

“Claim” has the meaning specified in Section 10.1.

“Commercially Reasonable Efforts” means, with respect to the performance of any activities by GTTX under this Agreement, the carrying out of such activities using efforts and resources that GTTX would typically devote to compounds or products of similar market potential at a similar stage in development or product life, acting reasonably, taking into account all scientific, commercial and other factors that GTTX would typically take into account, including issues of safety and efficacy, expected and actual cost and time to develop, expected and actual profitability (including royalties and other payments required hereunder), expected and actual competitiveness of alternative third party products (including generic products) in the marketplace, the nature and extent of expected and actual market exclusivity (including patent coverage and regulatory exclusivity), the expected likelihood of regulatory approval, the expected and actual labeling, the expected and actual reimbursability and pricing and the expected and actual amounts of marketing and promotional expenditures required and GTTX’s product portfolio. “Commercially Reasonable Efforts” shall be determined on a country-by-country basis. The term “Commercially Reasonable” (without the additional word “Efforts”) applies to the use of the above standard in the determination of whether to take or not take a given decision.

“Confidential Information” has the meaning specified in Section 8.1.

“Demand” has the meaning specified in Section 14.4(b).

“Determination Date” has the meaning specified in Section 12.3(b).

“Disclosing Party” has the meaning specified in Section 8.1.

“Dispute” has the meaning specified in Section 14.4(a).

“Effective Date” has the meaning specified in the first paragraph of this Agreement.

“EGB” has the meaning specified in the first paragraph of this Agreement.

“Field” has the meaning specified in Section 1.1.

“GTTX” has the meaning specified in the first paragraph of this Agreement.

“ICC” has the meaning specified in Section 14.4(b).

“Improvement” means any improvement, new invention, discovery, idea, technique and other technology, whether or not patentable, related to the Licensed Products or the Licensed Rights.

“Indemnitee” has the meaning specified in Section 10.3.

“Indemnitor” has the meaning specified in Section 10.3.

“Licensed Products” has the meaning specified in Section 1.1.

“Licensed Rights” has the meaning specified in Section 1.1.

“Losses” has the meaning specified in Section 10.1.

“Major Market” means any of Australia, Canada, China, France, Italy, Germany, Japan, the United States, or the United Kingdom.

“Net Sales” has the meaning specific in Exhibit B hereto.

“Notice of Default” has the meaning specified in Section 13.2.

“Notice of Termination” has the meaning specified in Section 13.2.

“Proprietary Rights” means all inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, plans, research data, market data, clinical data, financial data, personnel data and computer programs; all client, customer, account and supplier lists and files; all files, letters, memoranda, reports, data, sketches, drawings, laboratory notebooks, program listings and other written, photographic and tangible materials; all improvements, discoveries, enhancements, software and works of authorship; and all patent, copyright, mask works, trademark, trade name and other intellectual or proprietary property rights related to any of the foregoing.

“Receiving Party” has the meaning specified in Section 8.1.

“Sublicensees” has the meaning specified in Section 2.2.

“Term” has the meaning specified in Section 13.1.

“Territory” has the meaning specified in Section 1.1.

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EXHIBIT B: COMPENSATION FOR LICENSE

A. Compensation on the Effective Date. Contemporaneously with the execution and delivery of this Agreement on the Effective Date:

1. *GTTX Common Stock.* GTTX shall issue to EGB Twelve Million (12,000,000) shares of GTTX common stock, which shall be fully paid and non-assessable.
2. *Up-Front Payment.* GTTX shall pay to EGB a non-refundable, one-time fee of One Hundred Fifty Thousand Dollars (US\$150,000). Such amount shall not be credited to future royalties or any other payment obligation of GTTX.

B. Annual Payments. Annually, on each anniversary of the Effective Date during the Term, GTTX shall pay to EGB a non-refundable fee of One Hundred Fifty Thousand Dollars (US\$150,000). Such amount shall not be credited to future royalties or any other payment obligation of GTTX.

C. Royalties. In addition to amounts payable pursuant to Sections A and B above, commencing on the first commercial sale of a Licensed Product, GTTX shall make royalty payments to EGB during the Term on a calendar quarterly basis, in an amount equal to thirty three percent (33%) of Net Sales during such quarter arising from the sale of the Licensed Products. All royalties payable to EGB shall be due and payable within sixty (60) days after the conclusion of each calendar quarter.

“Net Sales” means, with respect to a given period of time, gross sales of the Licensed Products in such period, less the following deductions which are actually incurred, allowed, paid, accrued or specifically allocated to such gross sales amounts of Licensed Products:

- (i) credits or allowances actually granted for damaged Licensed Products, returns or rejections of Licensed Products, price adjustments and billing errors;
- (ii) normal and customary trade, cash and quantity discounts, allowances, and credits;
- (iii) transportation costs, including insurance, for outbound freight related to delivery of Licensed Products to the extent included in the gross amount invoiced; and
- (vi) sales taxes, value added taxes and other taxes applied to the sale of Licensed Products to the extent included in the gross amount invoiced.

Net Sales shall be calculated in the ordinary course of business using the accrual method of accounting using generally accepted accounting principles. Sales of Licensed Products between GTTX and its Affiliates or Sublicensees shall be excluded from the computation of Net Sales, but the subsequent final sales of the Licensed Products to third parties by such Affiliates or Sublicensees shall be included in the computation of Net Sales.

D. Pediatric Review Voucher Monetization. In addition to amounts payable pursuant to Sections A, B and C above, GTTX shall make payments to EGB equal to thirty three percent (33%) of any consideration received from the sale or other monetization of any pediatric review vouchers (“PRV”) related to ██████ obtained by GTTX. Any such payment(s) shall be made directly to EGB and any agreement for monetization of a PRV shall include acknowledgment of EGB’s right to such payments. **[Confidential information redacted]**

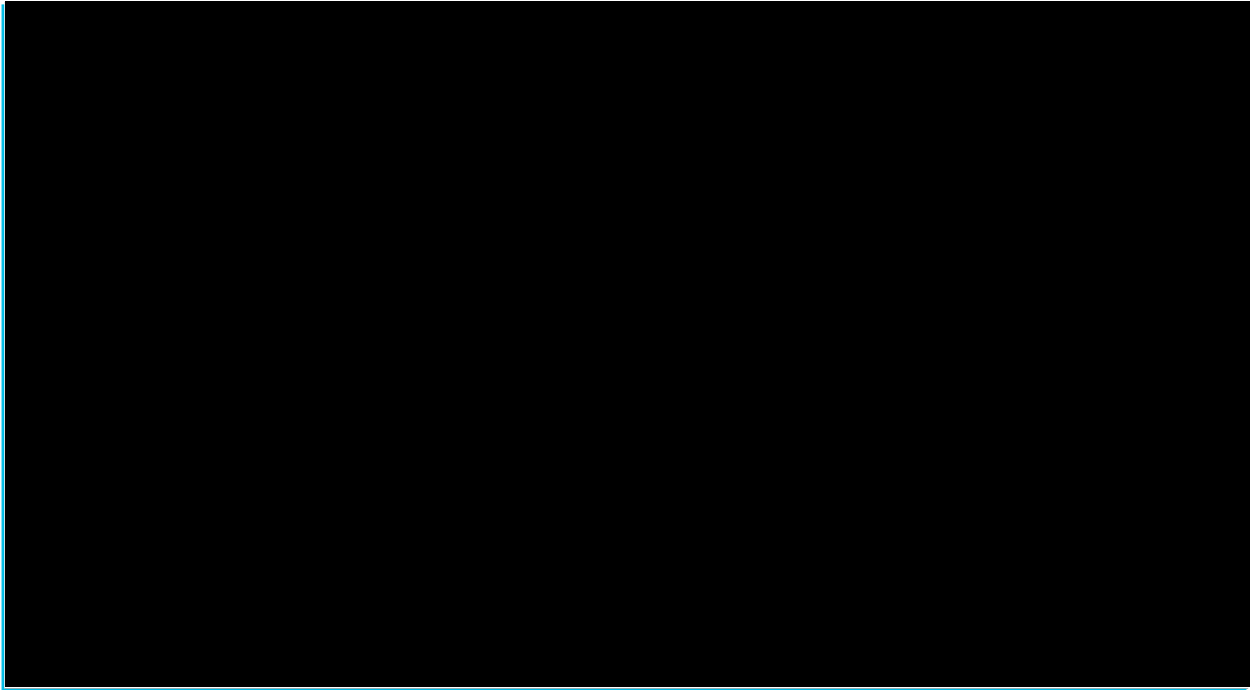
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EXHIBIT C: CONTENT FOR PUBLIC ANNOUNCEMENTS

*[*Note to Draft: Parties to agree upon text of press release.*]*

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EXHIBIT D: IDENTIFICATION OF [REDACTED] [Confidential information redacted]



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