

LICENSE AGREEMENT
BETWEEN
THE WISTAR INSTITUTE OF ANATOMY AND BIOLOGY
AND
IMUNA PHARM A.S.

(RUBELLA VIRUS SEED STOCK)

TABLE OF CONTENTS

ARTICLE 1— DEFINITIONS.....	1
1.1 “Bankruptcy Event”.....	1
1.2 “Biological Material(s)”.....	2
1.3 “Calendar Quarter”.....	2
1.4 “Confidential Information”.....	2
1.5 “Licensed Field”.....	2
1.6 “Licensed Product(s)”.....	2
1.7 “Licensed Territory”.....	2
1.8 “Net Sales”.....	2
1.9 “Option Territories”.....	2
1.10 “Person” or “persons”.....	2
1.11 “Private Sector Products”.....	3
1.12 “Public Sector Products”.....	3
1.13 “Regulatory Approval(s)”.....	3
1.14 “Sale(s)”.....	3
ARTICLE 2— GRANT OF LICENSE.....	3
2.1 Grant of License.....	3
2.2 No Right to Sublicense.....	3
2.3 Option to Extend Licensed Territory.....	3
2.4 No Rights or Licenses by Implication.....	4
2.5 Supply of Biological Materials.....	4
ARTICLE 3— PAYMENTS.....	6
3.1 License Fee.....	6
3.2 Royalties.....	6
3.3 Currency, Place of Payment, Interest.....	7
3.4 Records.....	8
ARTICLE 4— CERTAIN OBLIGATIONS OF LICENSEE.....	8
4.1 Performance Milestones.....	8
4.2 Reports.....	8
4.3 Compliance with Laws.....	8
4.4 Government Approvals and Taxes.....	9
ARTICLE 5— WARRANTIES AND REPRESENTATIONS.....	9
ARTICLE 6— LIMITATION ON LIABILITY AND INDEMNIFICATION.....	9
6.1 No Warranties; Limitation on Liability.....	9
6.2 Indemnification.....	10
6.3 Insurance.....	11



Handwritten initials or signature.

ARTICLE 7— CONFIDENTIALITY.....	11
7.1 Confidentiality.....	11
7.2 Use of Name.....	12
ARTICLE 8— TERM AND TERMINATION.....	12
8.1 Term.....	12
8.2 Termination by Licensor.....	12
8.3 Termination by Licensee.....	13
8.4 Rights and Duties Upon Termination.....	13
8.5 Provisions Surviving Termination.....	13
8.6 Right to Payment Accrues During Term of Agreement.....	13
ARTICLE 9— ADDITIONAL PROVISIONS.....	14
9.1 Assignment.....	14
9.2 No Waiver.....	14
9.3 Independent Contractor.....	14
9.4 Notices.....	14
9.5 Entire Agreement.....	15
9.6 Severability.....	15
9.7 Headings.....	15
9.8 No Third Party Benefits.....	15
9.9 Governing Law.....	15
9.10 Counterparts.....	15
9.11 Inspection of Records.....	16



Handwritten initials

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is made as of the 26th day of November, 2014 (the "Effective Date"), by and between THE WISTAR INSTITUTE OF ANATOMY AND BIOLOGY, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania of the United States of America and having a place of business at 3601 Spruce Street, Philadelphia, PA 19104 USA ("Licensor"), and IMUNA PHARM a.s., a corporation organized and existing under the laws of the Slovenská Republika with Company Identification Number: 36 473 685, registered in the Commercial Register of District Court Prešov, Section Sa, Insert No. 10222 / P, and having a place of business at Jarková 269/17, Sarisské Michalany 082 22 Slovenská Republika ("Licensee").

BACKGROUND

- A. Licensor is the owner of a supply of rubella virus seed stock, strain RA 27/3.
- B. Licensee desires to obtain a license to use such virus seed stock to manufacture and sell a vaccine for humans and Licensor is willing to grant such license pursuant to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1—DEFINITIONS

The following terms, as used herein, shall have the following meanings:

- 1.1 "Bankruptcy Event" means, with respect to any Person, either of the following:

1.1.1 such Person shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or



[Handwritten signature]

