

---

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of June, 2021

Commission File Number: 001-36582

**Auris Medical Holding Ltd.**  
(Exact name of registrant as specified in its charter)

**Clarendon House, 2 Church Street**  
**Hamilton HM 11, Bermuda**  
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Yes  No

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Yes  No

---

---

## *Trasir Therapeutics Acquisition*

On June 1, 2021, Auris Medical Holding Ltd., an exempted company incorporated under the laws of Bermuda (the “Company”), Auris Medical Inc., an Illinois corporation and wholly owned subsidiary of the Company (“Subco”), Trasir Therapeutics, Inc., a Delaware corporation (“Trasir”), and each of the stockholders of Trasir (the “Trasir Stockholders”) entered into an Agreement and Plan of Merger (the “Merger Agreement”). A copy of the Merger Agreement is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

Pursuant to the Merger Agreement, the Company acquired Trasir through the merger of Subco with and into Trasir (the “Merger”), with Trasir surviving the merger as the surviving entity (the “Surviving Corporation”). The Merger closed on June 1, 2021. From and after the effective time of the Merger (the “Effective Time”), the separate corporate existence of Subco ceased and the Surviving Corporation continued its existence under the laws of the State of Delaware and became a wholly owned subsidiary of the Company.

As a result of the Merger, the shares of common stock of Trasir immediately prior to the Effective Time converted into the right to receive: (i) the applicable pro rata share of an aggregate of 764,370 common shares (the “Common Stock Consideration”) of the Company, par value CHF 0.01 per share (the “Common Shares”), calculated based on a value of \$2,500,000 divided by the average closing price of the Common Shares on the 15 trading days preceding the closing date; (ii) contingent on the occurrence of positive results from a subsequent post-closing scientific study led by Trasir (“Positive Results”), the applicable pro rata share of \$1,500,000 of Common Shares (the “Contingent Common Stock Consideration”), to be calculated based on the average closing price of the Common Shares on the 15 trading days preceding the occurrence of Positive Results; and (iii) \$210,000 for expenses (the “Trasir Stockholder Expenses”) incurred in connection with the execution, delivery and performance of the Merger Agreement by certain Trasir Stockholders, paid partially in cash and partially in Common Shares based on the average closing price of the Common Shares on the 15 trading days preceding the closing date. After the settlement of the Common Stock Consideration and the Trasir Stockholder Expenses, expected within five business days of the closing date, there will be an aggregate of 13,643,130 Common Shares outstanding.

In connection with the Merger, the Company also entered into an employment agreement with Dr. Samuel Wickline. Effective June 1, 2021, Dr. Wickline became the Chief Scientific Officer of the Company.

## *Exclusive License Agreement*

On December 11, 2020, Trasir entered into an Exclusive License Agreement with Washington University located in St. Louis, Missouri (“WU”), which Exclusive License Agreement was subsequently amended and restated in June 2021 (as so amended and restated, the “Agreement”), with effect as of December 11, 2020. Pursuant to the Agreement, WU granted Trasir an exclusive, worldwide, royalty-bearing license (with the right to sublicense) during the term of the Agreement under certain patent rights owned or controlled by WU to research, develop, make, have made, sell, offer for sale, use and import pharmaceutical products covered under such patent rights for all fields of use. Such licensed products may include “silencing RNA” (siRNAs) pharmaceutical preparations formulated in combination with Trasir’s proprietary delivery technologies. In consideration for such worldwide, exclusive license, the Company (through its acquisition of Trasir, described above) will be obligated to pay WU: annual license maintenance fees in the low five figures through first commercial sale; pre-clinical and clinical regulatory milestones; sales milestones; and a low single digit royalty based on annual net sales of licensed products worldwide for at least the applicable patent term or period of marketing exclusivity, whichever is longer, but in no case less than a minimum royalty term of 12 years; and a percentage share (in the double digits) of sublicensing revenues received by the Company in connection with licensed products. Such regulatory and sales milestones may total up to an aggregate of \$4,375,000. In the event the Company fails to meet certain regulatory diligence milestones, WU will have the right to terminate the license.

The Agreement also contains customary representations, warranties and covenants by both parties, as well as customary provisions relating to indemnification, confidentiality and other matters.

The foregoing description of the terms of the Agreement is qualified in its entirety by reference to the full text of the Agreement, which is filed as Exhibit 10.1 to this Report on Form 6-K, and incorporated by reference herein.

## *Business Update*

In light of the Trasir acquisition, the Company is pursuing a strategic repositioning under which the Company intends to focus on the development of RNA therapeutics while in the medium term evaluating opportunities to spin off or divest its existing assets in neurotology, rhinology and allergology within the next 12-18 months.

Trasir was founded in 2014 by Dr. Wickline based on extensive NIH-sponsored research on technologies that enable safe and effective oligonucleotide delivery to extrahepatic tissues at Washington University, St. Louis MO. Its core technology is the proprietary peptide polyplex platform *OligoPhore*<sup>TM</sup> that can engage any type of RNA in rapid self-assembly. *OligoPhore*<sup>TM</sup> allows for safe and effective systemic delivery of oligonucleotide payloads with efficient cellular uptake and full endosomal release. Importantly, *OligoPhore*<sup>TM</sup> enables delivery to target tissues outside the liver, creating the potential for developing RNA-based therapies for a range of indications with substantial unmet need.

---

In various murine models of disease, OligoPhore™ has been shown to protect the RNA payload (siRNA and/or mRNA) from degradation in the circulation, while enabling pH-dependent nucleotide endosomal escape and cytoplasmic delivery. Proof-of-concept for efficient delivery and target knockdown has been demonstrated for targets in the NF-κB family, various members of the ETS transcription factor family, and targets in the JNK and TAM pathways, enabling a preclinical development pathway for several oncology indications, rare diseases, as well as rheumatoid and osteoarthritis and inflammatory pathologies such as atherosclerosis.

Based on the extensive work of Dr Wickline and collaborators, the Company intends to initiate under project code AM-401 the preclinical development of the first pipeline program in an oncology or rare disease indication. The submission of an IND is targeted for the end of 2022. In parallel, the Company will explore further potential applications of the OligoPhore™ platform for delivery of siRNA, mRNA and gene editing constructs, and seek to leverage the platform's potential through strategic partnering.

To reflect the Company's strategic repositioning, the Board of Directors of Auris Medical Holding Ltd. intends to call an extraordinary general meeting of shareholders to propose to change its corporate name to Altamira Therapeutics Ltd. Upon approval of the proposed name change, the Company's shares will start trading under the ticker symbol "CYTO" – the word root for cell in ancient Greek – instead of "EARS". In addition, the Board intends to propose the election of Margrit Schwarz, PhD, MBA, as an additional Board member. Margrit Schwarz brings with her 25 years of experience in drug discovery and development across multiple indications and modalities, acquired in the global biopharmaceutical industry (Amgen, Boehringer Ingelheim, Roche, Genevant) and in international academic research settings.

## EXHIBIT INDEX

Exhibit Number	Description
2.1*	<a href="#">Agreement and Plan of Merger, dated June 1, 2021, by and among Auris Medical Holding Ltd., Auris Medical Inc., Trasir Therapeutics, Inc., and each of the stockholders of Trasir Therapeutics, Inc.</a>
10.1*	<a href="#">Exclusive License Agreement, dated December 11, 2020, by and between Washington University and Trasir Therapeutics, Inc.</a>

\* Certain identified information has been excluded from this Exhibit because it is not material and would likely cause competitive harm to the registrant if publicly disclosed. The omissions have been indicated by "[\*\*\*]".

## INCORPORATION BY REFERENCE

This Report on Form 6-K, including the exhibits to this Report on Form 6-K, shall be deemed to be incorporated by reference into the registration statements on Form F-3 (Registration Numbers [333-228121](#) and [333-249347](#)) and Form S-8 (Registration Numbers [333-232735](#) and [333-252141](#)) of Auris Medical Holding Ltd. and to be a part thereof from the date on which this report is filed, to the extent not superseded by documents or reports subsequently filed or furnished.

---

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**Auris Medical Holding Ltd.**

Date: June 3, 2021

By: /s/ Thomas Meyer

Name: Thomas Meyer

Title: Chief Executive Officer

---

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMISSIONS HAVE BEEN INDICATED BY “[\*\*\*]”.

---

**AGREEMENT AND PLAN OF MERGER**

among:

**AURIS MEDICAL HOLDING LTD.,**  
an exempted company incorporated under the laws of Bermuda;

**AURIS MEDICAL INC.,**  
an Illinois corporation;

**TRASIR THERAPEUTICS, INC.,**  
a Delaware corporation; and

**THE COMPANY STOCKHOLDERS**

---

**Dated as of June 1, 2021**

---

## TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	DEFINITIONS; INTERPRETATIONS	1
Section 1.1	Definitions	1
Section 1.2	Interpretation	6
ARTICLE II	THE MERGER	6
Section 2.1	The Merger	6
Section 2.2	Closing; Certificate of Merger; Effective Time	6
Section 2.3	Certificate of Incorporation and Bylaws	6
Section 2.4	Directors and Officers	6
Section 2.5	Lockup	7
ARTICLE III	CONVERSION AND DISTRIBUTION OF SECURITIES	7
Section 3.1	Conversion of Subco Stock	7
Section 3.2	Conversion of Company Stock; Distribution	7
Section 3.3	No Fractional Shares	8
Section 3.4	Surrender of Certificates	8
Section 3.5	Cancelled Shares	8
Section 3.6	Further Action	8
Section 3.7	Withholding	9
ARTICLE IV	REPRESENTATIONS AND WARRANTIES OF THE COMPANY	9
Section 4.1	Organization and Qualification	9
Section 4.2	Authority; Enforceability	9
Section 4.3	No Conflict; Required Filings and Consents	9
Section 4.4	Absence of Litigation	10
Section 4.5	Capitalization	10
Section 4.6	Title to Assets	11
Section 4.7	Compliance with Laws; Orders; Permits	11
Section 4.8	Financial Statements; Undisclosed Liabilities; Books and Records	12
Section 4.9	Absence of Certain Developments	12
Section 4.10	Taxes	12
Section 4.11	Intellectual Property	14
Section 4.12	Material Contracts	15
Section 4.13	Brokers	15
ARTICLE V	REPRESENTATIONS AND WARRANTIES OF PARENT AND SUBCO	15
Section 5.1	Organization and Qualification	15
Section 5.2	Authority; Enforceability	15
Section 5.3	No Conflict; Required Filings and Consents	16

Section 5.4	Absence of Litigation	16
Section 5.5	Brokers	16
<b>ARTICLE VI CLOSING DELIVERABLES</b>		
Section 6.1	Company Deliverables	16
Section 6.2	Parent Deliverables	17
<b>ARTICLE VII INDEMNIFICATION</b>		
Section 7.1	Company Stockholders' Indemnification	18
Section 7.2	Parent's Indemnification	18
Section 7.3	Survival	18
Section 7.4	Limitation on Indemnification Obligations	19
<b>ARTICLE VIII MISCELLANEOUS PROVISIONS</b>		
Section 8.1	Tax Matters	19
Section 8.2	Notices	20
Section 8.3	Expenses	20
Section 8.4	Remedies	21
Section 8.5	Governing Law; Consent to Jurisdiction; Waiver of Jury Trial	21
Section 8.6	Assignment; Successors and Assigns; No Third Party Rights	22
Section 8.7	Counterparts; Facsimile	22
Section 8.8	Headings	22
Section 8.9	Entire Agreement	22
Section 8.10	Amendment and Modification	22
Section 8.11	Waiver	22
Section 8.12	Severability	23
Section 8.13	Specific Performance and Other Remedies	23
<b>EXHIBITS</b>		
<u>Exhibit A</u>	Certificate of Merger	
<u>Exhibit B</u>	Articles of Merger	
<u>Exhibit C</u>	The Development Plan	

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”) is entered into as of June 1, 2021, among Auris Medical Holding Ltd., an exempted company incorporated under the laws of Bermuda (“Parent”), Auris Medical Inc., an Illinois corporation and wholly owned subsidiary of Parent (“Subco”), Trasir Therapeutics, Inc., a Delaware corporation (the “Company”), and each of the Company Stockholders (as defined below).

### RECITALS

WHEREAS, [\*\*\*] (collectively, the “Company Stockholders”) own collectively all of the issued and outstanding shares of capital stock of the Company (the “Company Stock”);

WHEREAS, the parties intend to enter into a transaction, on the terms and conditions set forth herein, pursuant to which Parent shall acquire the Company through the merger of Subco with and into the Company, with the Company surviving the merger as the surviving entity (the “Merger”), in furtherance of their respective long-term business strategies;

WHEREAS, as consideration for the Merger, Parent shall issue to the Company Stockholders the Common Stock Consideration and other consideration in the amounts and on the terms described herein;

WHEREAS, the Board of Directors of each of Parent, Subco and the Company have unanimously determined that the Merger, in the manner contemplated herein, is fair to and advisable and in the best interests of their corporation and their respective stockholders and, by resolutions duly adopted, have approved and adopted this Agreement and, in the case of the Company, recommended that its stockholders adopt and approve this Agreement and the Merger; and

WHEREAS, in connection with the consummation of the transactions contemplated by this Agreement, Parent or a subsidiary of Parent is entering into an employment agreement with Dr. Samuel Wickline (the “Wickline Employment Agreement”);

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### ARTICLE I

#### DEFINITIONS; INTERPRETATIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:

“Agreement” has the meaning set forth in the preamble hereto.

“Articles of Merger” has the meaning set forth in Section 2.2



“Business Day” means a day, other than a Saturday or Sunday, on which commercial banks in New York City are open for the general transaction of business.

“CARES Act” means the Coronavirus Aid, Relief and Economic Safety Act, as signed into law by the President of the United States on March 27, 2020, as amended from time to time.

“Certificates” means stock certificates representing the Company Stock.

“Certificate of Merger” has the meaning set forth in Section 2.2.

“Claims” means any litigation (in Law or in equity), arbitration, mediation, action, cause of action, lawsuit, proceeding (adversarial or investigative), complaint, charge, claim, demand, notice of violations, citation, subpoena, summons, hearing, inquiry, audit, investigation or like matter, Order, whether civil, criminal, administrative, regulatory or otherwise, before or by any Governmental Authority.

“Closing” has the meaning set forth in Section 2.2.

“Closing Date” has the meaning set forth in Section 2.2.

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

“Common Stock Consideration” means an amount of Parent Common Stock having an aggregate value of Two Million Five Hundred Thousand Dollars (\$2,500,000), calculated based on the average closing price of the common stock shares of the Parent on the previous fifteen (15) trading days prior to the Closing Date.

“Company” has the meaning set forth in the preamble hereto.

“Company Stock” has the meaning set forth in the recitals hereto.

“Company Stockholder(s)” has the meaning set forth in the recitals hereto.

“Company Stockholder Expenses” has the meaning set forth in Section 3.2(c).

“Company Stockholder Loss” has the meaning set forth in Section 7.4.

“Confidential Company Information” has the meaning set forth in Section 4.11(d).

“Confidential Information” means all information, data, documents, reports, agreements, interpretations, forecasts and records (whether in oral or written form, electronically stored or otherwise and whether or not labeled confidential, proprietary or the like) containing or otherwise reflecting information concerning the business of the Company, including (a) financial information, books and records, cost information, bidding information and strategies, and Contracts and agreements, (b) marketing plans and strategies, customer Contracts and agreements, and information relating to past, current and prospective customers, suppliers, business contacts and clients, (c) operating procedures, techniques, systems, processes and methods, all proprietary rights, trade secrets and other Intellectual Property, product and service information, including research and development and proposed products and services, (d) employee records and information, and (e) other commercial “know-how,” “show-how” and information; *provided, however*, that Confidential Information shall not include information that is in the public domain at the time it is disclosed by the disclosing party through no fault of the disclosing party or any other Person.

“Contract” means any contract, agreement, indenture, note, bond, mortgage, loan, instrument, lease, license, commitment or other arrangement, understanding, undertaking, commitment or obligation, whether written or oral.

“DGCL” means the General Corporation Law of the State of Delaware.

“Contingent Common Stock Consideration” means an amount of Parent Common Stock having an aggregate value of One Million Five Hundred Thousand Dollars (\$1,500,000), calculated based on the average closing price of the common stock shares of the Parent on the previous fifteen (15) trading days prior to the occurrence of the Positive Results.

“Effective Time” has the meaning set forth in Section 2.2.

“Financial Statements” has the meaning set forth in Section 4.8(a).

“Fundamental Representations” has the meaning set forth in Section 7.3.

“GAAP” means generally accepted accounting principles as in effect in the United States on the date of this Agreement.

“Governmental Authority” means any national, federal, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or other quasi-governmental entity established to perform any of such functions, or any other industry self-regulatory authority.

“Holdback Release Date” has the meaning set forth in Section 2.5.

“Indefinite Representations” has the meaning set forth in Section 7.3.

“Indemnified Party” has the meaning set forth in Section 7.4.

“Indemnifying Party” has the meaning set forth in Section 7.4.

“Company Stockholder Loss” has the meaning set forth in Section 7.4.

“Intellectual Property” means all of the following in any jurisdiction throughout the world: (i) patents, patent applications (including divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions thereof) and patent disclosures (including design patents, design rights, utility models and other similar registered rights); (ii) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with similar designations or source or origin and all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works, works of authorship, databases and designs; (iv) registrations and applications and any other similar rights issued by or recorded with any Governmental Authority for any of the foregoing; (v) all trade secrets and other confidential or proprietary information, know-how and inventions (whether or not patentable or reduced to practice), including algorithms, processes, techniques, methods, formulations, customer, supplier or subscriber lists, plans, business and marketing materials and compounds, discoveries, technologies, protocols, formulae, compositions, industrial models, architectures, layouts, designs, drawings, specifications, methodologies, ideas, research and development, pricing and cost information; (vi) software and firmware of any type, including rights in computer software, application programming interfaces, development kits, libraries and tools, data and databases (including source code, executable code, binary code, and documentation) (collectively, “Software”); (vii) data, data-sets and databases, and (viii) all other intellectual property, industrial property and proprietary rights and assets of any kind or nature.

“Intellectual Property Licenses” means all agreements between the Company, on the one hand, and any other Person on the other hand, granting any right to use or practice any rights under any of the Intellectual Property owned either by the Company or by any other Person, including without limitation licenses and leases of Software (including “shrink-wrap” and similar generally-available commercial binary code end-user licenses).

“Law” means any domestic or foreign, federal, state provincial, county, municipal or local Law (including common law), statute, code, ordinance, rule, regulation or otherwise put into effect by or under the authority of any Governmental Authority.

“Liabilities” means debts, liabilities or obligations, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether or not required to be included on a balance sheet prepared under GAAP.

“Lien” or “Liens” means, with respect to any property or asset, any mortgage, pledge, security interest, right of first refusal, option, encumbrance, lien or charge, any subordination arrangement in favor of another Person, or restrictions (other than restrictions imposed by federal or state securities Laws).

“Merger” has the meaning set forth in the recitals hereto.

“Material Contracts” has the meaning set forth in Section 4.12.

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

“Organizational Documents” means, with respect to any Person who is not a natural Person, the certificate of incorporation, by-laws, and all other organizational documents of such Person, each as amended and in full force and effect as of the Effective Date.

“Parent” has the meaning set forth in the preamble hereto.

“Parent Common Stock” means shares of common stock, par value CHF 0.01 per share, of the Parent.

“Parent Indemnitees” has the meaning set forth in Section 7.1.

“Parent Loss” has the meaning set forth in Section 7.4.

“Person” means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust or joint venture, or a governmental agency or political subdivision thereof.

“Positive Results” means the finalization of positive results from [\*\*\*] sponsored or conducted by the Surviving Corporation.

“Purchase Price” has the meaning set forth in Section 3.2.

“SOL Representations” has the meaning set forth in Section 7.3.

“Straddle Tax Period” has the meaning set forth in Section 8.1(c).

“Subco” has the meaning set forth in the preamble hereto.

“Surviving Corporation” has the meaning set forth in Section 2.1.

“Tax,” “tax,” “Taxes” or “taxes” means (i) all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including, without limitation, all net income, alternative minimum or add-on minimum tax, gross income, gross receipts, capital, paid-up capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property (real or personal), real property gains, escheat, unclaimed property, production, registration, lease, service, service use, disability, premium, and estimated taxes, environmental, windfall profits, customs duties, fees, or other like assessments and charges of any kind whatsoever, (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority in connection with any item described in clause (i) and any interest in respect of such penalties, fines and additions to tax.

“Taxing Authority” means the Internal Revenue Service and any other Governmental Authority responsible for the administration of any Tax.

“Tax Return” or “tax return” means any return, report or statement filed or required to be filed with respect to any Tax (including any attachments thereto, and any amendment thereof) including any information return, claim for refund, amended return or declaration of estimated Tax, and including, where permitted or required, combined, consolidated or unitary returns for any group of entities.

“Transaction” means the transaction contemplated by this Agreement and the Transaction Documents.

“Transaction Documents” means the Agreement and each other agreement, document, instrument or certificate to be executed in connection with the Transaction.

“Wickline Employment Agreement” has the meaning set forth in the recitals hereto.

Section 1.2 Interpretation. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words, “herein,” “hereto,” “hereof” and words of similar import refer to this Agreement as a whole and not to any particular Section or paragraph hereof; (ii) words importing the masculine gender shall also include the feminine and neutral genders, and vice versa; (iii) words importing the singular shall also include the plural, and vice versa; and (iv) the words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

## ARTICLE II

### THE MERGER

Section 2.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the provisions of the DGCL, at the Effective Time, the Merger shall be effected by Subco merging with and into the Company. From and after the Effective Time, the separate corporate existence of Subco shall cease and the Company shall continue its existence under the laws of the State of Delaware as a wholly owned subsidiary of Parent. The Company, in its capacity as the entity surviving the Merger, is hereinafter sometimes referred to as the “Surviving Corporation.” The Surviving Corporation shall be re-named Altamira Therapeutics, Inc.

Section 2.2 Closing; Certificate of Merger; Effective Time. The closing of the Transaction in connection with the Merger (the “Closing”) shall take place on the date hereof (the “Closing Date”) by remote exchange of signatures, documents and other deliveries contemplated by this Agreement. At the Closing, the Company and Subco shall cause the Merger to be consummated by executing and filing (i) a certificate of merger (the “Certificate of Merger”) with the Secretary of State of the State of Delaware in the form of **Exhibit A** and as is required by the relevant provisions of the DGCL and (ii) Articles of Merger with the Illinois Secretary of State in the form attached hereto as **Exhibit B**. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or upon the effective date specified in the Certificate of Merger so filed, whichever is later (the “Effective Time”).

Section 2.3 Certificate of Incorporation and Bylaws. At the Effective Time, the certificate of incorporation of the Company in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation as of the Effective Time until thereafter amended in accordance with the DGCL. At the Effective Time, the bylaws of the Company as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation as of the Effective Time until thereafter amended in accordance with the DGCL and as provided in the certificate of incorporation of the Surviving Corporation and such bylaws.

Section 2.4 Directors and Officers. The directors of Subco immediately prior to the Effective Time shall be the directors of the Surviving Corporation immediately after the Effective Time, each to serve as a director of the Surviving Corporation in accordance with the provisions of the DGCL and the certificate of incorporation and bylaws of the Surviving Corporation until his or her successors is duly elected and qualified. Unless otherwise determined by the directors of the Surviving Corporation prior to the Effective Time, the officers of Subco immediately prior to the Effective Time shall be the officers of the Surviving Corporation immediately after the Effective Time, each to hold office in accordance with the provisions of the bylaws of the Surviving Corporation.

Section 2.5 Lockup. The Company Stockholders acknowledge and agree for all purposes that any Parent Common Stock issued to the Company Stockholders shall not be transferable, saleable or assignable until the six- (6) month anniversary of the Closing (the "Holdback Release Date"). The Company Stockholders acknowledge and agree that the Parent Common Stock issued to the Company Stockholders shall bear legends to the effect that the Parent Common Stock has not been registered under the Securities Act; *provided, however*, that such legends shall be removed by or on behalf of the Parent from any certificate or book-entry security entitlement evidencing such Parent Common Stock and shall be registered under the Securities Act upon the Holdback Release Date. The Parent and the Company Stockholders agree that American Stock Transfer & Trust Company, LLC shall be the transfer agent (the "Transfer Agent") of the Parent in respect of the Parent Common Stock for the purpose of holding, storing, registering, and facilitating the transfer of the Parent Common Stock on behalf of the Company Stockholders.

### ARTICLE III

#### CONVERSION AND DISTRIBUTION OF SECURITIES

Section 3.1 Conversion of Subco Stock. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any Person, each share of common stock of Subco issued and outstanding immediately prior to the Effective Time shall be converted into one fully paid and nonassessable share of common stock, \$0.001 par value per share, of the Surviving Corporation and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

Section 3.2 Conversion of Company Stock; Distribution. Accordingly, at the Effective Time, by virtue of the Merger and without any further action on the part of Parent, Subco, the Company or any stockholder Parent, Subco, or the Company, each share of Company Stock outstanding immediately prior to the Effective Time, shall be converted solely into the right to receive the following (collectively, the "Purchase Price"):

(a) the Common Stock Consideration, which is to be distributed to the Company Stockholders on a pro rata basis in accordance with their shares of capital stock of the Company as set forth on Schedule 4.5(b); and

(b) in the event of Positive Results, the Contingent Common Stock Consideration, which is to be distributed to the Company Stockholders on a pro rata basis in accordance with their shares of capital stock of the Company as set forth on Schedule 4.5(b).

(c) In addition, at the Closing, the Company Stockholders shall be entitled to receive, in respect of certain Company Stockholder expenses incurred in connection with the execution, delivery and performance by it of this Agreement identified on Schedule 3.2(c) of an amount up to Two Hundred and Ten Thousand Dollars (\$210,000) (the "Company Stockholder Expenses"), at the discretion of the Company Stockholders, either:

(i) a cash payment equal to the value of the Company Stockholder Expenses distributed to such Company Stockholder on a pro rata basis in accordance with their shares of capital stock of the Company as set forth on Schedule 4.5(b); or

(ii) the issuance of additional Parent Common Stock having an aggregate value of the Company Stockholder Expenses, calculated based on the average closing price of the common stock shares of the Parent on the previous fifteen (15) trading days prior to the Closing Date, distributed to such Company Stockholder on a pro rata basis in accordance with their shares of capital stock of the Company as set forth on Schedule 4.5(b).

Section 3.3 No Fractional Shares. No certificates for fractional shares of Parent Common Stock shall be issued. In lieu of any fractional shares to which Company Stockholders would otherwise be entitled as a result of the distributions provided for in Section 3.2, all stock issuances of Parent Common Stock amounts shall be rounded to the nearest whole share (with 0.5 rounded up).

Section 3.4 Surrender of Certificates. In no event later than five (5) Business Days after the Effective Time, Parent shall mail to the holders of record of Company Stock, in each case as of immediately prior to the Effective Time: (i) a letter of transmittal; (ii) instructions for use in effecting the surrender of Certificates in exchange for the consideration set forth on Section 3.2. Prior to any such disbursement and/or issuance to any Company Stockholder, such Company Stockholder shall have delivered to Parent, as specified in the letter of transmittal, a duly executed a letter of transmittal and such Company Stockholder's Certificates, and such Certificate and securities shall forthwith be cancelled. All Merger consideration issued upon the surrender for exchange of Company Stockholder's Certificates shall be deemed to have been issued in full satisfaction of all rights pertaining to the shares of Company Stock previously represented by such Certificates, and at the Effective Time the stock transfer books of the Company shall be closed and there shall be no further registration or transfers on the stock transfer books of the Surviving Corporation of the shares of Common Stock that were outstanding immediately prior to the Effective Time. In the event that any Certificate shall have been lost, stolen or destroyed, Parent shall issue the Merger consideration upon the making of an affidavit of the fact of loss, theft or destruction by the holder thereof, which contains an indemnification agreement in a form and substance acceptable to Parent, against any claim that may be made against Parent with respect to the Certificates alleged to have been lost, stolen or destroyed.

Section 3.5 Cancelled Shares. Each share of Company Stock held in treasury by the Company immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the Company, be cancelled and shall cease to exist, and no consideration shall be delivered in exchange for such cancellation.

Section 3.6 Further Action. If, at any time after the Effective Time, any further action is determined by the Surviving Corporation to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full right, title and possession of and to all rights and property of the Company and Subco, then the officers and directors of each of the Surviving Corporation and Parent shall be fully authorized, and shall use their commercially reasonable efforts (in the name of the Company, in the name of Subco and otherwise) to take any and all such action.

Section 3.7 Withholding. Each of Parent, Subco, and the Company shall be entitled to deduct and withhold from any consideration payable pursuant to the Transaction Documents such amounts as Parent, Subco, or the Company are required to withhold from such consideration under the Code or any other applicable Law. To the extent such amounts are so deducted or withheld and paid to the appropriate Taxing Authority or other appropriate Person, such amounts shall be treated for all purposes under the Transaction Documents as having been paid to the Person to whom such amounts would otherwise have been paid.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Parent, as of the date hereof, as follows:

Section 4.1 Organization and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the Laws of Delaware, and has all the requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted. The Company is duly qualified to do business and is in good standing in each of the jurisdictions in which the Laws of such jurisdiction, the ownership, operation or leasing of its properties or assets, or the conduct of its business require it to be so qualified, except where the failure to be so qualified would not materially and adversely affect its ability to consummate the transactions contemplated hereby.

Section 4.2 Authority; Enforceability. The Company has all requisite corporate power and authority to execute and deliver this Agreement, each other Transaction Document to which it is a party and each instrument required to be executed and delivered by it at the Closing hereunder or thereunder and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Company of this Agreement and each other Transaction Document to which it is a party has been duly and validly executed and delivered by it and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in equity or at law).

Section 4.3 No Conflict; Required Filings and Consents. Except as set forth on Schedule 4.3, the execution and delivery by it of this Agreement, the other Transaction Documents to which it is a party or any instrument required by this Agreement to be executed and delivered by it at the Closing hereunder or thereunder do not, and the performance of this Agreement, the other Transaction Documents to which it is a party and any instrument required by this Agreement to be executed and delivered by it at the Closing hereunder or thereunder shall not, with or without the passage of time, the giving of notice or both, (a) conflict with, require a consent or notice under or violate its Organizational Documents, (b) conflict with, require a consent or notice under or violate any Law or Order applicable to it or by which any of its properties, rights or assets is bound or affected, except any such conflict or violation that would not materially and adversely affect its ability to consummate the transactions contemplated hereby, or (c) result in any breach or violation of, require a consent or notice under, or constitute a default under, or impair its rights or alter the rights or obligations of any party under, or give to others any rights of termination, amendment, acceleration or cancelation of, or result in the creation of a Lien on any of its properties, rights or assets pursuant to, any Material Contract to which it is a party or by which it or its properties, rights or assets is bound, except any such breach, violation, default or other event that would not materially and adversely affect its ability to consummate the transactions contemplated hereby. No governmental approval of, or filing to, any Governmental Authority or other Person is required to be obtained or made by it in connection with the execution, delivery and performance by it of this Agreement or the Transaction Documents to which it is a party or the consummation of the transactions contemplated hereby or thereby.



Section 4.4 Absence of Litigation. Except as set forth on Schedule 4.4, there are no Claims pending or, to the knowledge of the Company, threatened on behalf of or against it that (i) has been commenced by or against the Company, (ii) challenge the validity of this Agreement or any other Transaction Document to which it is a party or (ii) challenge any action taken or to be taken by it pursuant to this Agreement or any other Transaction Documents to which it is a party or in connection with the transactions contemplated hereby and thereby. Except as set forth on Schedule 4.4, there is no Order of any Governmental Authority or arbitrator outstanding against the Company.

Section 4.5 Capitalization.<sup>1</sup>

(a) As of the Effective Date, the authorized capital stock of the Company consists of 10,000,000 shares of Company Common Stock, of which 1,000,000 shares are issued and outstanding and 1,000,000 authorized shares of Company Preferred Stock, of which zero shares are issued and outstanding.

(b) Except as set forth on Schedule 4.5(b), all the outstanding shares of Company Stock have been duly and validly issued and are fully paid and non-assessable, and were issued in accordance with the registration or qualification requirements of the Securities Act and any relevant state securities Laws or pursuant to valid exemptions therefrom and were not issued in violation of the pre-emptive rights of any Person or any Contract that was not duly waived or applicable Law by which the Company was bound as the time of the issuance. There are no shares of Company Stock or any other equity security of the Company issuable upon conversion or exchange of any issued and outstanding security of the Company nor are there any rights, options outstanding or other agreements to acquire shares of Company Stock or any other equity security of the Company nor is the Company contractually obligated to purchase, redeem or otherwise acquire any of its outstanding shares that would survive the Closing. No Company Stockholder is entitled to any preemptive or similar rights to subscribe for shares of capital stock of the Company that would survive the Closing. There are no declared or accrued but unpaid dividends with respect to any shares of capital stock of the Company.

(c) Schedule 4.5(c) sets forth a complete and accurate list of (i) all issued and outstanding shares of capital stock of the Company, identifying the name of the registered holder thereof, the class and/or series of shares held, and the number of shares of each such class or series held. No other capital stock or other equity interests of the Company is authorized, issued or outstanding. There are no options, warrants, or other rights, agreements, arrangements, or commitments to which the Company or any member or other equity holder of the Company is a party or by which any such party is bound obligating the Company or the member or equity holder of the Company to grant, issue, or sell any capital stock or any other equity interest in the Company.

(d) The Company has no commitment or obligation of any character, either firm or conditional, written or oral, to issue, deliver or sell, or repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, under offers, stock option agreements, stock bonus agreements, stock purchase plans, incentive compensation plans, warrants, calls, conversion rights, or otherwise, any shares of the capital stock or other securities of the Company. There are no securities of the Company (including any options or warrants) issued, reserved for issuance, or outstanding.

(e) There is no: (i) outstanding subscription, option, call, warrant or right (whether or not currently exercisable) to acquire any capital stock or other securities of the Company; (ii) outstanding security, instrument or obligation that is or may become convertible into or exchangeable for any capital stock or other securities of the Company; (iii) Contract under which the Company is or may become obligated to sell or otherwise issue any of the capital stock or any other securities of the Company; or (iv) other right held by any Person to acquire or receive any capital stock or other securities of the Company. The Company does not have any other outstanding stock appreciation rights, phantom stock, performance based stock or equity rights or similar stock or equity rights or obligations. The Company does not have any outstanding debt securities which grant the holder thereof any right to vote on, or veto, any actions by the Company.

(f) There are no stockholders' agreements, voting trusts, pooling agreements or other Contracts, arrangements or understandings in respect of the voting of any of the shares of capital stock of the Company. At or before the Effective Time, any rights of any holder or prospective holder of the Company's securities to cause such securities to be registered under the Securities Act, and any information rights, voting rights, rights of co sale, rights to maintain equity percentage, rights of first refusal and the like that may exist for the benefit of any such holder or prospective holder shall have been terminated.

(g) As a result of the Merger, Parent will be the sole record and beneficial holder of all issued and outstanding capital stock of the Company and all rights to acquire or receive any shares of capital stock of the Company, whether or not such shares of capital stock of the Company are outstanding.

Section 4.6 Title to Assets. The Company has good, valid, and marketable title to, or a valid leasehold interest in, all of their respective personal property and other assets, free and clear of Liens.

Section 4.7 Compliance with Laws; Orders; Permits. The Company is in compliance in all material respects with all Laws of each Governmental Authority applicable to its business, operations or assets. The Company has not received any notice of or been charged with the violation of any material Law by any Governmental Authority. None of the Persons in the Company is or has been, under investigation with respect to the violation of any Law and to the knowledge of the Company, there are no facts or circumstances which could reasonably form the basis for any such violation other than violations which would have an immaterial effect upon the Company.

Section 4.8 Financial Statements; Undisclosed Liabilities; Books and Records.

(a) The Company has provided to Parent the following financial statements of the Company (the "Financial Statements"): (i) unaudited financial statements as of December 31, 2018, December 31, 2019, and December 31, 2020 and for the years then ended, and (ii) unaudited interim financial statements as of March 31, 2021. All of the Financial Statements have been prepared from the books and records of the Company, fairly present in all material respects the financial condition of the Company as of their respective dates and the results of its operations for the periods covered thereby and have been prepared in a manner consistent with prior preparation methodologies, provided, however, such interim Financial Statements do not include footnotes and are subject to year-end adjustments. The income statements and production reports included in the Financial Statements do not contain any items of special or nonrecurring income or any other income not earned in the ordinary course of business except as expressly specified therein, and the Financial Statements include all adjustments, which consist only of normal recurring accruals, necessary for such fair presentation, subject, in the case of the interim period financial statements, to normal year-end adjustments (the effect of which will not, individually or in the aggregate, have a material adverse effect on the Company). Except as set forth on the Financial Statements, there are no Liabilities of the Company, whether matured or unmatured, contingent or otherwise, and there has been no material adverse change to the Company (financial results or prospects) since December 31, 2020.

(b) Correct and complete copies of any certificated equity interests, transfer books and the minute books of the Company have been provided to Parent. The books and records of the Company (i) accurately and fairly reflect, in all material respects, the business, condition, transactions, assets, and liabilities of the Company, and (ii) have been maintained, in all material respects, in accordance with sound business and bookkeeping practices.

Section 4.9 Absence of Certain Developments. Except as set forth on Schedule 4.9, the Company has conducted its business only in the ordinary course of business; (b) there has not been any event, change, occurrence, development, circumstance or state of facts that has had or could reasonably be expected to have a material adverse effect on the business, results of operations, assets, liabilities, operations, or financial condition of the Company; (c) the Company has not suffered any damage, destruction or casualty loss which individually or in the aggregate materially and adversely affects the business, financial condition or results of operations of the Company; (d) the Company has not incurred or discharged any material obligation or liability except in the ordinary course of business; and (e) the Company has not entered into any material transaction or made any material expenditures or commitments other than in the ordinary course of business.

Section 4.10 Taxes.

(a) All Tax Returns required to be filed by, with respect to, or on behalf of the Company have been duly and timely filed with the appropriate Taxing Authority in all jurisdictions in which such Tax Returns are required to be filed (after giving effect to any valid extensions of time in which to make such filings), and all such Tax Returns are true, complete and correct in all material respects. All Taxes payable by, with respect to, or on behalf of the Company (whether or not shown on any Tax Return) have been fully and timely paid. With respect to any taxable period or portion thereof for which Tax Returns have not yet been filed or for which Taxes are not yet due or owing, the Company has made due and sufficient accruals for such Taxes in the Financial Statements and in its books and records. All required estimated Tax payments sufficient to avoid any underpayment penalties or interest have been made by, with respect to, or on behalf of the Company. The Company has complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes in connection with amounts paid or owing to any employee, independent contractor, creditor, equity owner or other third party and has duly and timely withheld and paid over to the appropriate Taxing Authority all amounts required to be so withheld and paid under all applicable Laws.

(b) The Company has delivered to the Parent complete copies of all federal, state, local and foreign income or franchise Tax Returns of the Company relating to the taxable periods since its inception. There have never been audits or investigations of the Company by any Taxing Authority, nor has the Company received any notice from any Taxing Authority that it intends to conduct such an audit or investigation. To the Knowledge of the Company, no claim has been made by a Taxing Authority in a jurisdiction where the Company does not file Tax Returns to the effect that the Company is or may be subject to taxation by that jurisdiction. There are no Liens on any of the assets of the Company arising as a result of any failure (or alleged failure) to pay any Tax other than liens for Taxes which are not yet due and payable.

(c) The Company has not (i) requested any extension of time within which to file any Tax Return, which Tax Return has since not been filed, (ii) agreed to any extension for the assessment or collection of Taxes, which Taxes have not since been paid, or (iii) granted to any Person any power of attorney that is currently in force with respect to any Tax matter.

(d) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for a taxable period ending after the Closing Date of as a result of any (i) adjustment pursuant to Section 481 of the Code (or any analogous provision of state, local or foreign law), change in method of accounting or use of an improper method of accounting for a taxable period ending on or before the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any analogous provision of state, local or foreign law) executed on or prior to the Closing Date, (iii) installment sale or open transaction disposition made on or prior to the Closing Date, (iv) prepaid amount received on or prior to the Closing Date or (v) election by the Company under Section 108(i) of the Code.

(e) The Company is not a party to or bound by any written Tax allocation, indemnification (including indemnification of Taxes with respect to service providers) or sharing agreement (other than customary indemnifications for Taxes contained in credit or other commercial agreements the primary purposes of which do not relate to Taxes). The Company is not, and has never been, a member of an affiliated group filing a consolidated U.S. federal income Tax Return (other than an affiliated or consolidated group of which the Company was the common parent). The Company is not liable under Treasury Regulations Section 1.1502-6 (or any similar provision of the Tax laws of any state, local or foreign jurisdiction), or as a transferee or successor, by contract (other than credit or other commercial agreements the primary purposes of which do not relate to Taxes) or under applicable law, for any Tax of any Person other than the Company.

(f) The Company has not distributed stock of another Person, or had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355 or 361 of the Code within two years of the date hereof.

(g) The Company has not claimed any Tax benefits under the CARES Act (or any corresponding or similar provision of state, local, or non-U.S. Tax Law), including (i) deferral of any portion of any payroll, social security, unemployment, withholding, or other Taxes, or (ii) any Tax benefits (other than a delay in filing Tax Returns) or employee retention credits.

Section 4.11 Intellectual Property.

(a) All of the Intellectual Property used in the business of the Company ("**Company Intellectual Property**") is either solely owned by the Company, free and clear of any and all Liens, or licensed to the Company pursuant to written agreements. Schedule 4.11 sets forth a true and complete list of all issuances, registrations and applications for issuance or registration of Intellectual Property owned by the Company. All of the material Intellectual Property Licenses are in full force and effect and are valid and enforceable in accordance with their terms. The Company and, to the Company's knowledge, each other Person that is party to an Intellectual Property License, is in compliance with all terms and requirements of such Intellectual Property License.

(b) The conduct of the business of the Company, as currently conducted, and the exercise of the rights of the Company relating to the Company Intellectual Property, does not infringe upon, misappropriate, dilute or otherwise violate the Intellectual Property rights or other proprietary rights of any Person. The Company has not received any written notice of any claims, and, to the Company's knowledge, there are no pending or threatened claims, of any Persons alleging that that the conduct of the Company's business is or may be infringing, misappropriating, diluting or otherwise violating, or has or may have infringed, misappropriated, diluted or otherwise violated, the Intellectual Property rights of any Person.

(c) To the Company's knowledge, no Person is misappropriating, infringing, diluting or otherwise violating any of the material Intellectual Property owned by the Company. Within the past three years, no Intellectual Property or other proprietary right misappropriation, infringement, dilution or violation actions or Claims have been brought against any Person by the Company.

(d) The Company has taken commercially reasonable steps to protect, preserve and maintain the secrecy and confidentiality of all trade secrets, know-how and other proprietary or Confidential Information included in the Company Intellectual Property ("**Confidential Company Information**"). To the knowledge of the Company, there have been no breaches of security resulting in the disclosure of any material Confidential Company Information. Except as set forth on Schedule 4.11(d), all current and former employees and contractors of the Company who have had access to Confidential Company Information or the trade secrets or other Confidential Information of any other Person have entered into non-disclosure agreements with respect to such information. Schedule 4.11(d) sets forth a list of all non-disclosure agreements with respect to Confidential Company Information. To the knowledge of the Company, all use, disclosure or appropriation of Confidential Information of a third party by the Company has been in compliance in all material respects with the applicable confidentiality obligations or is otherwise lawful.

Section 4.12 Material Contracts. The Company has made available to the Parent and Schedule 4.12 sets forth, a true, correct and complete list of each Contract that is material to the Company (the "Material Contracts"). Each Material Contract is in full force and effect and constitutes a legal, valid and binding agreement, enforceable in accordance with its terms, of each party thereto, in each case, subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to the enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The Company has performed in all material respects all of its required obligations under each Material Contract, and is not in material violation or breach of or default under any Material Contract. The other parties to each Material Contract are not in material violation or breach of or default under such Material Contract. There exists no event, occurrence, condition or act which constitutes, or with the giving of notice or the lapse of time or both would become, a material default by the Company of any Material Contract. No event, occurrence, condition or act exists or has taken place which constitutes, or with the giving of notice or the lapse of time or both would constitute, a material default of any Material Contract by any party to a Material Contract other than the Company.

Section 4.13 Brokers. No broker, financial advisor, finder or investment banker or other Person is entitled to any broker's, financial advisor's, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF PARENT AND SUBCO

Parent and Subco each hereby jointly and severally represent and warrant to the Company, as of the date hereof, as follows:

Section 5.1 Organization and Qualification. Parent is an exempted company incorporated under the laws of Bermuda, and Subco is a corporation duly organized, validly existing and in good standing under the Laws of Illinois, and each has all the requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted. Each of Parent and Subco is duly qualified to do business and is in good standing in each of the jurisdictions in which the Laws of such jurisdiction, the ownership, operation or leasing of its properties or assets, or the conduct of its business require it to be so qualified, except where the failure to be so qualified would not materially and adversely affect its ability to consummate the transactions contemplated hereby.

Section 5.2 Authority; Enforceability. Each of Parent and Subco has all requisite corporate power and authority to execute and deliver this Agreement, each other Transaction Document to which it is a party and each instrument required to be executed and delivered by it at the Closing hereunder or thereunder and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of Parent and Subco of this Agreement and each other Transaction Document to which it is a party has been duly and validly executed and delivered by it and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in equity or at law).

Section 5.3 No Conflict; Required Filings and Consents. The execution and delivery by it of this Agreement, the other Transaction Documents to which it is a party or any instrument required by this Agreement to be executed and delivered by it at the Closing hereunder or thereunder do not, and the performance of this Agreement, the other Transaction Documents to which it is a party and any instrument required by this Agreement to be executed and delivered by it at the Closing hereunder or thereunder shall not, with or without the passage of time, the giving of notice or both, (a) conflict with, require a consent or notice under or violate its Organizational Documents, (b) conflict with, require a consent or notice under or violate any Law or Order applicable to it or by which any of its properties, rights or assets is bound or affected, except any such conflict or violation that would not materially and adversely affect its ability to consummate the transactions contemplated hereby, or (c) result in any breach or violation of, require a consent or notice under, or constitute a default under, or impair its rights or alter the rights or obligations of any party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of its properties, rights or assets pursuant to, any material Contract to which it is a party or by which it or its properties, rights or assets is bound, except any such breach, violation, default or other event that would not materially and adversely affect its ability to consummate the transactions contemplated hereby. No governmental approval of, or filing to, any Governmental Authority or other Person is required to be obtained or made by it in connection with the execution, delivery and performance by it of this Agreement or the Transaction Documents to which it is a party or the consummation of the transactions contemplated hereby or thereby.

Section 5.4 Absence of Litigation. There are no Claims pending or, to the knowledge of Parent or Subco, threatened on behalf of or against it that challenge (i) the validity of this Agreement or any other Transaction Document to which it is a party or (ii) any action taken or to be taken by it pursuant to this Agreement or any other Transaction Documents to which it is a party or in connection with the transactions contemplated hereby and thereby.

Section 5.5 Brokers. No broker, financial advisor, finder or investment banker or other Person is entitled to any broker's, financial advisor's, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

## ARTICLE VI

### CLOSING DELIVERABLES

Section 6.1 Company Deliverables. At or prior to the Closing, the Company shall deliver (or cause to be delivered) to Parent the following items, each in form and substance reasonably satisfactory to Parent:

(a) the Certificate of Merger, duly executed by the Company;

(b) a certificate duly executed by the secretary (or equivalent authorized officer) of the Company certifying as to (A) resolutions or written consents unanimously adopted by the board of directors and the stockholders of Company and certified by an authorized officer of Company, authorizing the transactions contemplated by this Agreement and the other Transaction Documents; (B) the names and the signatures of Company's officers authorized to sign this Agreement and each of the Transaction Documents; (C) the Organizational Documents of Company as in effect immediately prior to the Closing and (D) good standing certificates from the Secretary of State of the State of the Company's jurisdiction of organization;

(c) a certificate dated as of the Closing Date sworn under penalty of perjury, in form and substance reasonably acceptable to Parent, and in form and substance required under the Treasury Regulations issued pursuant to Section 1445(c)(3) of the Code, stating that the Company is not and has not been a “United States real property holding corporation” (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code and a notice to the Internal Revenue Service, in accordance with the provisions of Treasury Regulations Section 1.897-2(h), for Parent to deliver to the Internal Revenue Service on behalf of the Company after Closing (a “FIRPTA Certificate”);

(d) an IRS Form W-9 from each Company Stockholder, properly completed and executed to certify as to such Company Stockholder’s status as a “United States person” within the meaning of section 7701(a)(30) of the Code;

(e) the Wickline Employment Agreement, duly executed by Dr. Samuel Wickline;

(f) an amendment to the License Agreement, dated as of December 11, 2020, by and between Washington University and the Company;

(g) the development plan of the Company’s assets, as set forth on Exhibit C, duly executed by the Company;

(h) written resignations and releases, effective as of the Closing Date, of the directors, managers, and officers of the Company as requested by Parent at least three (3) days prior to the Closing; and

(i) such other documents or instruments as the Parent reasonably requests and are reasonably necessary to consummate the Transaction.

Section 6.2 Parent Deliverables. At or prior to the Closing, Parent shall deliver (or cause to be delivered) to the Company the following items, each in form and substance reasonably satisfactory to the Company:

(a) the Certificate of Merger, duly executed by the Subco;

(b) the Wickline Employment Agreement, duly executed by Parent or a subsidiary of Parent;

(c) the development plan of the Company’s assets, as set forth on Exhibit C, duly executed by the Parent; and

(d) such other documents or instruments as the Company reasonably requests and are reasonably necessary to consummate the Transaction.



## ARTICLE VII

### INDEMNIFICATION

Section 7.1 Company Stockholders' Indemnification. The Company Stockholders, on a several and not joint basis, in accordance with their respective equity interests in the Company set forth on Schedule 4.5(b), will indemnify, defend and hold harmless the Parent and its directors, managers, officers, shareholders, members, employees, agents, representatives, affiliates, successors and assigns (the "Parent Indemnitees") from and against all liability, loss, cost or expense (collectively, "Losses") which they may suffer and become liable for as a result of or in connection with:

(a) any inaccuracy in or breach of any representation or warranty of the Company contained in or made pursuant to this Agreement or any of the other Transaction Documents;

(b) any breach of any covenant or other agreement to be performed by the Company pursuant to this Agreement or any of the other Transaction Documents; and

(c) (i) any Taxes of the Company for all taxable periods ending on or before the Closing Date (including any portion of any Straddle Tax Period ending on and including the Closing Date), (ii) any Taxes of any Person (other than the Company) under Treasury Regulations section 1.1502-6 (or any similar provision of any applicable Law) by reason of the membership of the Company in an affiliated, consolidated, combined, unitary or similar group prior to the Closing, (iii) any "applicable employment taxes" deferred by the Company under Section 2302 of the CARES Act with respect to any taxable period ending on or before the Closing Date (including any portion of any Straddle Tax Period ending on and including the Closing Date), and (iv) any Liability for any of the foregoing clauses (i)-(iii) as transferee, successor or by Contract (other than customary Tax provisions in any commercial Contract the primary purpose of which is not related to Taxes).

Section 7.2 Parent's Indemnification. The Parent will indemnify, defend and hold harmless the Company Stockholders, and their respective successors and assigns from and against any Losses which they may suffer and become liable for as a result of or in connection with:

(a) any inaccuracy in or breach of any representation or warranty of the Parent or SubCo contained in or made pursuant to this Agreement or any of the other Transaction Documents; and

(b) any breach of any covenant or other agreement to be performed by the Parent or SubCo pursuant to this Agreement or any of the other Transaction Documents.

Section 7.3 Survival. All representations and warranties of the parties set forth herein shall survive the Transaction and shall remain operative in full force and effect for a period of 18 months following the Closing, after which they will terminate unless a claim for a breach thereof has been made on or prior to the 18 month anniversary of the Closing Date; provided, however, the following representations and warranties shall survive indefinitely: Sections 4.1, 4.2, 4.5, 4.6, 4.13, 5.1, and 5.2 (the "Indefinite Representations"), and the following representations and warranties shall survive for their applicable statutes of limitation: 4.10 and 4.11 (the "SOL Representations" and together with the Indefinite Representations, the "Fundamental Representations").

Section 7.4 Limitation on Indemnification Obligations. Notwithstanding anything contained herein to the contrary, except for breaches of Fundamental Representations, the aggregate amount of any payments made by the Company Stockholders as a result of any claim for indemnification based on a breach of a representation or warranty brought by a Parent Indemnitee under Section 7.1(a) (each such claim, a “Parent Loss”), on the one hand, and the aggregate amount of any payment made by the Parent as a result of any claim for indemnification based on a breach of a representation or warranty brought by the Company Stockholders under Section 7.2(a) (each such claim, a “Company Stockholder Loss”), on the other hand, shall not exceed an amount equal to the value of fifteen percent (15%) of the Purchase Price. The Company Stockholder’s and the Parent’s aggregate liability with respect to breaches of Fundamental Representations for a Parent Loss or Company Stockholder Loss, respectively, shall not exceed an amount equal to the total Purchase Price. In addition, provided that no party against whom a claim for a Parent Loss or Company Stockholder Loss, as applicable, is made (an “Indemnifying Party”) shall have any obligation to pay the party making such claim (an “Indemnified Party”) any amount with respect to such Parent Loss or a Company Stockholder Loss, as applicable, until the aggregate amount of all Parent Losses or Company Stockholder Losses, as applicable, shall exceed an amount equal to the value of one percent (1%) of the Purchase Price, at which point Indemnifying Party will be obligated to compensate the Indemnified Party for the full amount of such Parent Losses or Company Stockholder Losses, as applicable, from “dollar one.”

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### Section 8.1 Tax Matters.

(a) Tax Adjustments. The parties agree to treat any amount of Contingent Common Stock Consideration distributed to the Company Stockholders pursuant to Section 3.2(b), and any amount paid pursuant to Article VII, as an adjustment to the consideration payable to the Company Stockholders for federal Tax purposes, unless otherwise required by Law.

(b) Transfer Taxes. Notwithstanding any other provision in the Transaction Documents, all transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred by Parent, the Company Stockholders or the Company in connection with the Transaction Documents (including any transfer or similar tax imposed by states or subdivisions) shall be borne equally by the Company Stockholders and Parent. The party responsible by applicable Law for filing any necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other taxes and fees shall be responsible for filing such Tax Returns, and, if required by Law, the other parties will join in the execution of any such Tax Returns and other documentation.

(c) Straddle Periods. In the case of any taxable period beginning on or prior to the Closing Date and ending after the Closing Date (a “Straddle Tax Period”), the amount of any Taxes of the Company based on or measured by income, sales, use, receipts or other similar items of the Company for the portion of the Straddle Tax Period ending on the Closing Date shall be determined based on an interim closing of the books as of the close of business on the Closing Date, and the amount of any other Taxes of the Company for a Straddle Tax Period which relate to the portion of the Straddle Tax Period ending on the Closing Date shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date, and the denominator of which is the number of days in the Straddle Tax Period.

(d) Survival. This Section 8.1 shall survive the Closing.

Section 8.2 Notices. All notices and other communications hereunder will be in writing and will be deemed received (a) on the date of delivery if delivered personally or by telecopy or facsimile, (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder must be delivered as set forth below or pursuant to instructions as may be designated in writing by the party to receive such notice:

if to Parent or Surviving Corporation:

Auris Medical Holding Ltd.  
Clarendon House, 2 Church Street  
Hamilton HM 11, Bermuda  
Attn: Thomas Meyer  
Email: tm@aurismedical.com

with a copy to:

Lowenstein Sandler LLP  
One Lowenstein Dr.  
Roseland, NJ 07068  
Attn: Michael J. Lerner and Sam E. Khan  
Email: MLerner@lowenstein.com and skhan@lowenstein.com

if to the Company or Company Stockholders:

[\*\*\*]

with a copy to:

Nelson Mullins Riley & Scarborough, LLP  
4140 Parklake Ave., Suite 200  
Raleigh, NC 27612  
Attn: David Mannheim  
Email: david.mannheim@nelsonmullins.com

Section 8.3 Expenses. Except as otherwise provided in this Agreement, each party hereto shall be responsible for all fees and expenses incurred by such party in connection with this Agreement and the Merger.

Section 8.4 Remedies. The rights, remedies, powers and privileges provided in this Agreement are cumulative and not exclusive and are in addition to any and all rights, remedies, powers and privileges granted by Law. Upon notice to the Company Stockholders specifying in reasonable detail the basis for such set-off, the Parent may set-off any amount owed to it by the Company or Company Stockholders under this Agreement, against any amount payable by the Parent to a Company Stockholder, including the Contingent Common Stock Consideration payable as set forth in Section 3.2(b) hereof. The exercise of the right of set-off under this Section 8.4 by the Parent, whether or not ultimately determined to be justified, will not constitute a default under this Agreement or such other agreement. Additionally, until the Holdback Release Date, the Parent shall be entitled, in its sole discretion, by direction to the Transfer Agent, to satisfy any amount owed to it by the Company or the Company Stockholders pursuant to the terms of this Agreement by transfer or cancellation of the applicable portion of the Parent Common Stock issued to the Company Stockholders and held by the Transfer Agent equal in value to such amount owed to Parent.

Section 8.5 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(b) Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware in connection with any matter based upon or arising out of this Agreement, the Merger and the Transaction or any other matters contemplated herein (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware). Each party agrees not to commence any Claims related hereto except in such Court of Chancery (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, in any federal court within the State of Delaware). By execution and delivery of this Agreement, each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and to the appellate courts therefrom solely for the purposes of disputes arising under the this Agreement and not as a general submission to such jurisdiction or with respect to any other dispute, matter or claim whatsoever. The parties hereto irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the delivery of copies thereof by overnight courier to the address for such party to which notices are deliverable hereunder. Any such service of process shall be effective upon delivery. Nothing herein shall affect the right to serve process in any other manner permitted by applicable Law. The parties hereto hereby waive any right to stay or dismiss any action or proceeding under or in connection with this Agreement brought before the foregoing courts on the basis of (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, or that it or any of its property is immune from the above-described legal process, (ii) that such action or proceeding is brought in an inconvenient forum, that venue for the action or proceeding is improper or that this Agreement may not be enforced in or by such courts, or (iii) any other defense that would hinder or delay the levy, execution or collection of any amount to which any party hereto is entitled pursuant to any final judgment of any court having jurisdiction.

(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 8.6 Assignment; Successors and Assigns; No Third Party Rights. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto (and any purported assignment without such prior written consent shall be void and without effect). No provision of this Agreement is intended to or shall confer upon any Person other than the parties hereto any rights or remedies hereunder or with respect hereto.

Section 8.7 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, by facsimile or otherwise. Each such counterpart shall be deemed an original agreement, but all of which together shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by all parties by electronic transmission in PDF format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

Section 8.8 Headings. The headings in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

Section 8.9 Entire Agreement. This Agreement, including the Company Disclosure Schedules, Parent Disclosure Schedules and Exhibits attached hereto, constitutes the entire agreement among the parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings among them with respect to such matters.

Section 8.10 Amendment and Modification. This Agreement may only be amended or modified in a writing signed by the party against whom enforcement of such amendment or modification is sought.

Section 8.11 Waiver. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation, or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation, or warranty. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

Section 8.12 Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by Law.

Section 8.13 Specific Performance and Other Remedies.

(a) The parties to this Agreement agree that, in the event of any breach or threatened breach by the other party or parties hereto of any covenant, obligation or other agreement set forth in this Agreement, (i) each party shall be entitled, without any proof of actual damages (and in addition to any other remedy that may be available to it), to seek a decree or Order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other agreement and an injunction preventing or restraining such breach or threatened breach, and (ii) no party hereto shall be required to provide or post any bond or other security or collateral in connection with any such decree, Order or injunction or in connection with any related action or Claim.

(b) Any and all remedies herein expressly conferred herein upon a party hereto shall be deemed to be cumulative with, and not exclusive of, any other remedy conferred hereby, or by Law or in equity upon such party, and the exercise by a party hereto of any one remedy will not preclude the exercise of any other remedy.

*[Remainder of page intentionally left blank]*

In WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**AURIS MEDICAL HOLDING LTD.**

By: /s/ Thomas Meyer  
Name: Thomas Meyer  
Title: CEO

**AURIS MEDICAL INC.**

By: /s/ Thomas Meyer  
Name: Thomas Meyer  
Title: President

**TRASIR THERAPEUTICS, INC.**

By: /s/ Andrew Scott  
Name: Andrew Scott  
Title: President

[\*\*\*]

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

---

Exhibit A

Certificate of Merger

Ехнвгт А

---



Exhibit B  
Articles of Merger

Ехнвгт В

---

Exhibit C  
Development Plan

Ехнвг С

---

**CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMISSIONS HAVE BEEN INDICATED BY “[\*\*\*]”.**

**EXCLUSIVE LICENSE AGREEMENT**

**PREAMBLE**

This agreement (“**Agreement**”) is made and entered into, effective as of 12/11/2020 (“**Effective Date**”) by and between: Washington University, a corporation established by special act of the Missouri General Assembly approved February 22, 1853 and acts amendatory thereto, having its principal offices at One Brookings Drive, St. Louis, Missouri 63130 (hereinafter referred to as “**WU**”); and Trasir Therapeutics, Inc. a corporation organized and existing under the laws of the State of Delaware, having its principal offices at 618 Vanderbaker Road, Temple Terrace, FL 33617 (hereinafter referred to as “**Licensee**”) and the following correspondence addresses, each a “**Party**” or collectively the “**Parties**” of this Agreement:

License Issue Fee: \$[\*\*\*]

License Maintenance Fee: \$[\*\*\*]

Regulatory and Sales Milestones and Payments (by Licensee or Sublicensee):

[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

Royalty Rate:

- a. Patent Royalty Rate [\*\*\*]%
- b. Non-Patent Royalty Rate [\*\*\*]%

Sublicensing Revenue Percentage: [\*\*\*]%

Patent Rights: listed in Exhibit E.  
Patent Expense: [\*\*\*]

Diligence Milestones: [\*\*\*]  
Field: All Fields

Territory: Worldwide.

Term: The term of this Agreement shall commence on the Effective Date and continue on a country-by-country basis until the latest of: a) the last day that at least one Valid Claim exists in such country and would be infringed in the absence of the licenses granted herein; or b) the twelfth anniversary of the day of the First Commercial Sale in such country , or c) the expiration of the last form of Market Exclusivity in such country.



## RECITALS

A. WU possesses certain Patent Rights (as defined below).

B. Licensee has developed a plan to manufacture, promote, import, sell and/or market products based on the Patent Rights, which plan is attached hereto as Exhibit A (the “**Development Plan**”).

C. Licensee possesses the desire, knowledge, expertise, experience and resources to carry out the Development Plan, to meet the milestones set forth in Preamble hereto and to otherwise diligently manufacture, market and to otherwise diligently commercialize products based on the Patent Rights.

D. Licensee desires to obtain from WU certain licenses to the Patent Rights and WU desires to grant such licenses to Licensee.

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the premises, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. **Definitions.**

As used in this Agreement, the following terms have the meaning ascribed to them below:

1.1 “**Agreement**” is defined in the Preamble above.

1.2 “**Affiliate**” means, with respect to a Party, any person or entity that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with such Party. For purposes of this definition, “control” and, with correlative meanings, the terms “controlled by” and “under common control with” means (a) the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities, by contract relating to voting rights or corporate governance, or otherwise; or (b) the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities or other ownership interest of a an entity (or, with respect to a limited partnership or other similar entity, its general partner or controlling entity). The Parties acknowledge that in the case of certain entities organized under the laws of certain countries outside of the United States, the maximum percentage ownership permitted by law for a foreign investor may be less than fifty percent (50%), and that in such case such lower percentage shall be substituted in the preceding sentence, provided that such foreign investor has the power to direct the management or policies of such entity.

1.3 “**Calendar Half**” means each six-month period of a calendar year, or portion thereof, beginning on January 1 or July 1.

1.4 “**Claims**” is defined in Section 11.1 below.

1.5 “**Commercially Reasonable Efforts**” means the efforts and resources that a similarly situated company would use to develop and commercialize its own internally discovered technology of similar commercial potential at a similar stage of development. Without limiting the foregoing, Commercially Reasonable Efforts requires, with respect to a Party’s obligations hereunder, that the Party (a) promptly assign responsibility for such obligation to specific employee(s) who are accountable for progress, and monitor such progress on an on-going basis, (b) set annual objectives for carrying out such obligations, and (c) allocate resources designed to advance progress with respect to such objectives. For clarity, Commercially Reasonable Efforts will not mean that a Party guarantees that it will actually accomplish the applicable task or objective.

**1.6 “Commercialization”** means any and all activities related to the preparation for sale of, offering for sale of, or sale of a Licensed Product, including activities related to marketing, promoting, distributing, importing and exporting such Licensed Product, and interacting with Regulatory Authorities or other governmental authorities regarding any of the foregoing. When used as a verb, “to Commercialize” and “Commercializing” means to engage in Commercialization, and “Commercialized” has a corresponding meaning.

**1.7 “Confidential Information”** is defined in Section 7.1 below.

**1.8 “Development Plan”** is defined in Recital B above.

**1.9 “Effective Date”** is defined in the Preamble above.

**1.10 “Election Notice”** is defined in Section 9.3 below.

**1.11 “Field”** is defined in the Preamble above.

**1.12 “First Commercial Sale”** means the earliest date on which a Sale of a Licensed Product is consummated pursuant to this Agreement.

**1.13 “License Issue Fee”** is defined in the Preamble above.

**1.14 “Licensed Product”** means any product whose Manufacture and Commercialization by Licensee, Affiliates and/or Sublicensee is covered by (i.e., in the absence of the licenses granted under this Agreement, would infringe) at least one Valid Claim. For clarity, a Licensed Product that contains a different form, presentation, delivery system, dosage or formulation of a Licensed Product covered by a Valid Claim within the WU Patent Rights shall be considered the same Licensed Product.

**1.15 “Licensee”** is defined in the Preamble above.

**1.16 “Market Exclusivity”** means, with respect to each Licensed Product in any country in the Territory, any period of data, market or other regulatory exclusivity (other than patent exclusivity) granted or afforded by applicable law or by a Regulatory Authority in such country that confers exclusive marketing rights with respect to such Licensed Product in such country or prevents another party from using or otherwise relying on any data supporting an application for Drug Approval for such Licensed Product without the prior written consent of the holder of the approval from the Regulatory Authority.

**1.17 “Marketing Approval”** means all approvals, licenses, registrations or authorizations of the Regulatory Authority in a country, necessary for the manufacture, use, storage, import, marketing and sale (including, as applicable, with respect to pricing and reimbursement) of a Licensed Product in such country.

**1.18 “Manufacture” or “Manufacturing”** means all activities related to the synthesis, making, production, processing, purifying, formulating, filling, finishing, packaging, labeling, shipping, and holding of any Licensed Product, or any intermediate thereof, including process development, process qualification and validation, scale-up, pre-clinical, clinical and commercial production and analytic development, product characterization, stability testing, quality assurance, and quality control. When used as a verb, “to Manufacture” means to engage in Manufacturing, and “Manufactured” has a corresponding meaning.

**1.19 “Net Sales”** means mean Net Sales for Licensed Products.

**1.20 “Net Sales for Licensed Products”** means the gross amount, whether in cash or in kind, received by Licensee, its Affiliates, or its Sublicensees for Sales of Licensed Product to unrelated third parties that are not Affiliates or Sublicensees of Licensee, respectively, less all Permissible Deductions.

**1.21 “Non-Patent Royalty Rate”** means the royalty rate, in the amount listed in the Summary of Terms, which shall apply to Net Sales of Licensed Products that are not otherwise subject to the Patent Royalty Rate.

**1.22 “Patent Rights”** means, subject to Section 9.3 below, the patents and patent applications described in the Preamble above and listed in Exhibit E, and all foreign counterparts, continuations, divisions, extensions, reexaminations and reissues thereof, which trace their earliest priority filing date by unbroken lineage to any of such patent or patent applications.

**1.23 “Patent Royalty Rate”** means the royalty rate, in the amount listed in the Summary of Terms, which shall apply to Net Sales in a particular country of Licensed Products (a) that are Sold to a customer located within such country in which a patent or patent application is then subsisting that contains at least one Valid Claim that covers such Sale, or (b) whose Manufacture is covered by a Valid Claim in another country where it is Manufactured, but such Licensed Product is not covered by a Valid Claim in such country where it is Sold to a customer.

**1.24 “Permissible Deductions”** means [\*\*\*] percent ([\*\*\*]%) of the gross value of all forms of consideration received from Sales of Licensed Products, which amount shall account for customary deductions for taxes, shipping charges, insurance, rebates, allowances, customary discounts, returned products, and the like.

**1.25 “Sale”** means any transaction in which a Licensed Product is exchanged or transferred for any value payment or compensation of any type or kind. Notwithstanding the forgoing, Sales of any kind shall not include and shall expressly exclude transfers by Licensee: (a) to a Sublicensee or Affiliate for distribution or their own internal testing of samples of any Licensed Product, provided that such testing is not conducted for or on behalf of any end user and further provided that Licensee receives no payment for such Licensed Product in excess of the fully burdened (i.e. direct and indirect) costs of producing and transporting such materials; and (b) for its and its Affiliates own non-commercial laboratory research and development purposes, manufacturing, marketing/promotional purposes, beta testing and/or clinical testing, provided that the foregoing is not performed for or on behalf of any end user and further provided that Licensee receives no payment for such Licensed Product in excess of the fully burdened (i.e., direct and indirect) costs of producing and transporting such materials and/or providing such Licensed Product; and (c) in reasonable amounts for charitable or benevolent purposes (for example only, early access programs, named patient sales, compassionate use).

**1.26 “Sublicensing Revenue”** means all consideration, other than royalties on Net Sales, received by Licensee from its Sublicensees that is directly attributable to licensing, cross-licensing, and/or granting of rights to such Sublicensee under the Patent Rights, regardless of whether such licenses and rights are granted as part of a broader transaction, for example, in the form of a collaboration, co-development, profit sharing, research, or option agreement. Sublicensing Revenue shall include without limitation all fees, milestone payments, sublicensing revenue sharing payments (if any) received from such Sublicensee that are directly attributable to such Sublicensee’s sublicensing of the Patent Rights and agreed upon by both Parties, cash equivalents, value of securities, equipment, property, and/or other items of value received by Licensee from any Sublicensee, in consideration for such licenses and rights under the Patent Rights, but shall exclude any amount received from any Sublicensee as (a) support of Licensee’s research and development directly relating to the Licensed Products, as evidenced by a reasonably detailed research plan, and corresponding budget proposals provided to WU prior to Licensee’s receipt of such funding, or (b) the portion of the purchase price for Licensee’s debt or equity securities that reflect the then current fair market value of such securities or, if such securities are not publicly traded, the then current fair market value of such securities, or (c) payments received by Licensee for achievement of financial milestones owed to WU under this Agreement, paid by a Sublicensee and passed through to WU.

1.27 “**Termination Fee**” is defined in Section 13.2 below.

1.28 “**Territory**” is defined in the Preamble above, except that it shall exclude those countries to which export of technology or goods is prohibited by applicable U.S. export control laws or regulations.

1.29 “**WU**” is defined in the Preamble above.

1.30 “**WU Indemnitee**” is defined in Section 11.1.

1.31 “**Valid Claim**” means a claim (a) of a pending Patent Rights patent application that was filed and has been prosecuted in good faith, which claim has not been pending for more than seven (7) years from its earliest priority data, or (b) of an issued and unexpired Patent Rights patent that has not been (i) held invalid or unenforceable by a court or other governmental agency of competent jurisdiction in a decision or order that is not subject to appeal, (ii) canceled, (iii) disclaimed, or (iv) abandoned in accordance with, or as permitted by the terms of this Agreement or by mutual written agreement of WU and Licensee.

## 2. License Grants and Restrictions.

2.1 **Patent Rights.** Subject to the terms and conditions of this Agreement, WU hereby grants to Licensee, and Licensee hereby accepts, a non-transferable (except as permitted under Section 15.6), sublicensable (in accordance with Section 2.6), exclusive and royalty-bearing license under the Patent Rights and for the Term of this Agreement, to research, develop, make, have made, sell, offer for sale, use, and import Licensed Products in each instance solely in the Territory and in the Field. For the avoidance of doubt, Licensee acknowledges and agrees that no license is granted or implied under the Patent Rights outside the Field or the Territory.

2.2 **Clarifications.** For the avoidance of doubt, the license “to have made” granted in Section 2.1 above means that the Licensee may contract with one or more third parties to make Licensed Products for Licensee for development or for Sale or offer for Sale by Licensee within the scope of its sales operations. In any such event, Licensee shall require all such third parties to be bound to a written confidentiality agreement that contains non-use and nondisclosure obligations that are at least as restrictive as those that are contained in Article 7 below before any Confidential Information is disclosed to such third parties.

2.3 **Government Rights.** In accordance with Public Laws 96-517, 97-256 and 98-620, codified at 35 U.S.C. §§ 200-212, the United States government retains certain rights to inventions arising from federally supported research or development. Under these laws and implementing regulations, the government may impose requirements on such inventions. Licensed Products embodying inventions subject to these laws and regulations sold in the United States must be substantially manufactured in the United States. The license rights granted in this Agreement are expressly made subject to these laws and regulations as amended from time to time. Licensee shall be required to abide by all such laws and regulations.

2.4 **Reservation of Rights and Restrictions.** Nothing in this Agreement provides Licensee with any ownership rights of any kind in the Patent Rights. All ownership rights in the Patent Rights shall remain the sole and exclusive property of WU. Accordingly, Licensee shall have no right to any tangible research property retained by WU including, without limitation, any original tangible research property that may be retained by WU. No license or right is granted by WU, by implication or otherwise, to any patent other than the Patent Rights. Other than the licenses expressly granted in Sections 2.1 above, all rights in and to the Patent Rights, are hereby reserved by WU. Licensee agrees not to practice or use the Patent Rights or do any act in respect thereof outside the scope of the licenses expressly granted above. Licensee further agrees that it will not do any act or thing which would in any way contest WU’s ownership in, or otherwise derogate from the ownership by WU, of any rights in the Patent Rights. In furtherance of the foregoing but without limiting the generality thereof, Licensee agrees not to register or attempt to register in the Territory or elsewhere any rights in the Patent Rights or to assist any third party to do so.

**2.5 Markings.** Licensee shall ensure that appropriate markings, such as “Patent Pending” or the Patent Rights patent numbers or application serial numbers, appear, in accordance with each country’s patent laws, on all Licensed Products (or their packaging, as appropriate) sold by or on behalf of Licensee.

## **2.6 Sublicensing.**

**2.6.1 General.** Subject to the further provisions of this Section 2.6, Licensee may grant sublicenses of the licenses granted to Licensee in Sections 2.1 above through multiple tiers to its Affiliates and to third parties by entering into a written agreement with any such third party (each such agreement shall be referred to herein as a “**Sublicense**” and each such third party shall be referred to herein as a “**Sublicensee**.”

**2.6.2 Requirements of each Sublicense Agreement.** Licensee agrees that it will require all Sublicensees to comply with the terms and conditions set forth in this Agreement and applicable to Licensee. In furtherance of the foregoing but without limiting the generality thereof, each Sublicense shall, for the express benefit of WU, bind the Sublicensee to terms and conditions no less favorable to WU than those between WU and Licensee contained in this Agreement. To the extent that any term, condition, or limitation of any Sublicense is inconsistent with the terms, conditions and limitations contained in this Agreement, such term, condition, and/or limitation shall be null and void against WU. Without in any way narrowing or limiting the scope of the foregoing provisions of this Section 2.10.2, all Sublicenses shall contain the terms and conditions set forth in Exhibit D hereto. Within thirty (30) days after the effective date of any Sublicense, Licensee shall provide WU a complete copy of the Sublicense including, without limitation, any and all exhibits and/or attachments thereto (redacted to protect any commercially sensitive information, to the extent not necessary for confirming the compliance of such Sublicense with this Agreement). If the Sublicense is written in a language other than English, the copy of the Sublicense shall be accompanied by a complete translation written in English. Upon delivery of such translation to WU, Licensee shall be deemed to represent and warrant to WU that such translation is a true and accurate translation of the Sublicense.

**2.6.3 Primary Liability.** Licensee will be primarily liable to WU for all acts, errors or omissions of a Sublicensee. Any act, error or omission of a Sublicensee that would be a breach of this Agreement if imputed to Licensee will be deemed to be a breach of this Agreement by Licensee.

**2.6.4 Sublicense Survival.** Upon termination of this Agreement for any reason, at any time within 30 days following the effective date of such termination, a Sublicensee may notify WU that it wishes to enter into a direct license agreement with WU in order to retain, from said effective date of termination, its rights sublicensed hereunder and granted to it under its Sublicense. Following receipt of such notice, WU and Sublicensee will negotiate in good faith a license agreement the terms of which will be substantially similar to the terms as this Agreement (taking into account any difference in license scope, territory, and duration of Sublicense grant), provided that the Sublicensee is not at the time of such termination in uncured breach of its Sublicense. Absent such notification from a Sublicensee, WU will make a determination whether its Sublicense shall remain in effect.



### **3. Development Plan.**

**3.1 Development Plan.** Licensee represents and warrants that (a) the Development Plan contains Licensee's good faith, bona fide plans for commercializing Licensed Products using its Commercially Reasonable Efforts, and (b) Licensee has the knowledge, expertise, experience and resources to fully carry out such plans.

**3.2 Development Plan Milestones.** Licensee agrees to use its Commercially Reasonable Efforts to meet any and all milestones set forth above and in the Development Plan on or before the times set forth in the Development Plan including, without limitation, the development milestones for each Licensed Product.

**3.3 Progress Reports.** Licensee will deliver to WU written reports on Licensee's progress against the Development Plan [\*\*\*]. Each such report will set forth Licensee's progress against the Development Plan in reasonable detail including, without limitation, the progress achieved and any problems encountered in the development, prototyping, evaluation, testing, manufacture, Sale, and/or marketing of, as applicable, each Licensed Product. Each such report will identify in detail any financial investment, grant or other source of funding awarded or provided to Licensee that is used in part or in whole to develop, evaluate, test, manufacture, sell and/or market a Licensed Product. Upon reasonable request by WU from time-to-time, Licensee will meet with WU to consult with WU about Licensee's then-current progress against the Development Plan. Licensee shall promptly notify WU in writing in each event in which it and/or any Sublicensee obtains Market Exclusivity.

**3.4 Changes to Development Plan.** Licensee shall provide each amendment, change or other modification to the Development Plan to WU for review, discussion and comment, shall respond to all reasonable questions of WU with respect to the proposed modification, and shall consider all comments of WU thereto in good faith prior to implementing any such modification, provided that Licensee shall not amend the Development Plan in a manner that fails to provide for the development and commercialization of a Licensed Product in accordance with Licensee's obligations in Section 4.1.

### **4. Diligence.**

**4.1** Licensee agrees to, throughout the term of this Agreement, use Commercially Reasonable Efforts to Manufacture and Commercialize [\*\*\*] in the Territory and in the Field in accordance with the Diligence Milestones set forth in the Preamble.

**4.2** Should WU conclude in its reasonable judgment that Licensee has failed to meet the diligence requirements set out in Section 4.1 above, WU may notify Licensee of its conclusions and the basis therefor. The Parties shall then undertake to resolve WU's concerns through good faith negotiations for a period of [\*\*\*]. Should such negotiations fail to result in Licensee achieving a level of diligence consistent with its obligations under Section 4.1 above or presenting a plan reasonably designed to achieve the subsequent Diligence Milestone set forth in the Preamble, then WU may terminate this Agreement as provided in and subject to Article 13 below.

**4.3** Licensee may elect to extend each of the Diligence Milestones once by a period of [\*\*\*] ([\*\*\*)] months, and second time by a period of an additional [\*\*\*] ([\*\*\*)] months, by paying WU a non-refundable fee in the amount of [\*\*\*] (\$[\*\*\*)] dollars for the first extension and [\*\*\*] dollars (\$[\*\*\*)] for the second extension (the "**Milestone Extension Fee**"). Upon WU's receipt of the Milestone Extension Fee, the applicable Diligence Milestone will become due [\*\*\*], and the deadline for each subsequent Diligence Milestone, if any, shall also be extended by [\*\*\*].

## **5. Fees, Payments and Royalties.**

**5.1 License Issue Fee.** Within fifteen (15) days after the Effective Date, Licensee agrees to pay the License Issue Fee to WU.

**5.2 License Maintenance Fee.** On or before every anniversary of the Effective Date and until and including the first anniversary of the Effective Date following the First Commercial Sale of a Licensed Product in a primary country designated in the Development Plan, Licensee agrees to pay the License Maintenance Fee to WU.

### **5.3 Royalties.**

**5.3.1 Licensed Products.** For each Licensed Product Sold by or for Licensee, Affiliates and/or Sublicensee within the Territory, Licensee agrees to pay WU an earned royalty equal to the Patent Royalty Rate on Net Sales, for those Sales that are subject to the Patent Royalty Rate, and the Non-Patent Royalty Rate on Net Sales for those Sales that are subject to the Non-Patent Royalty Rate, as applicable. Such earned royalties shall be paid by Licensee within [\*\*\*] ([\*\*\*)] days after the end of each Calendar Half in which the Sale of the Licensed Products to which such earned royalties occurs.

**5.4 Milestone Payments.** Licensee agrees to pay WU milestone payments in the amounts set forth in the Preamble within [\*\*\*] ([\*\*\*)] days of the end of each Calendar Half in which the applicable milestone set forth in the Preamble is met by Licensee or its achievement is reported to Licensee by its Affiliate or Sublicensee. The amount of each of the milestone payments and the applicable milestone, and the date such milestone is due is as set forth in the Preamble. If for some reason a specific clinical trial for a particular study is skipped or not needed; [\*\*\*]

**5.5 Clarifications.** For the avoidance of doubt, no multiple royalty will be required to be paid because a Licensed Product or its manufacture, use, Sale or importation is covered by more than one Valid Claim or patent or patent application within the Patent Rights. A Sale of a Licensed Product will be deemed to have been made at the time Licensee or a Sublicensee (or anyone acting on behalf of or for the benefit of Licensee or its Sublicensees) first invoices, ships, or receives value for a Licensed Product. In order to ensure that WU obtains the full amount of royalty payments contemplated in this Agreement, if any Licensed Product is sold or transferred internally within Licensee or any Sublicensee or other third party with whom Licensee has any agreement or arrangement regarding consideration (including but not limited to an option to purchase stock, stock ownership, division of profits, or special rebates or allowances), the amount of the Sale shall be deemed to be the greater of (a) the price at which the Licensed Product is resold to the end user or (b) the fair market value of the Licensed Product.

**5.6 Sublicensing Revenue Obligations.** Licensee shall pay to WU the Sublicensing Revenue Percentage (as identified in the Preamble above) of Sublicensing Revenue within [\*\*\*] ([\*\*\*)] days of the end of the Calendar Half in which Licensee receives the Sublicensing Revenue. In the event that Licensee sublicenses any of the rights or licenses granted in Section 2.1 under the WU Patent Rights, in combination with any rights or licenses to any other patents, patent applications, or other forms of intellectual property that are owned or controlled by Licensee and/or any third party (referred to herein as “**non-WU IP**”), whether as part of the same agreement or pursuant to separate agreements, the following will apply. Licensee will calculate, reasonably and in good faith, a pro rata portion of the payments received from the relevant Sublicensee that will be considered Sublicensing Revenue, which pro rata portion will be based on the relative commercial value of the rights or licenses sublicensed under the WU Patent Rights as compared to the commercial value of non-WU IP licensed or sublicensed by Licensee under such sublicense agreement. Licensee will provide WU with written, supporting justification for such calculation of the Sublicensing Revenue (“**Sublicensing Revenue Calculation Notice**”) and the Parties will discuss such calculation in good faith. WU shall have the right to dispute such calculation if it reasonably believes it does not reflect the appropriate relative commercial value of the sublicenses granted under the WU Patent Rights, by providing written notice to Licensee of such dispute and a reasonably detailed description of the basis of such dispute. If such dispute is not resolved by the Parties within forty-five (45) days, such dispute will be escalated to Licensee’s CEO and WU’s Managing Director for resolution. If such dispute is unresolved within sixty (60) days of such escalation, the Parties shall, within thirty (30) days thereafter, submit the matter for resolution by baseball arbitration administered by the American Arbitration Association (AAA) under the Final Offer Arbitration Supplementary Rules of the AAA (also referred to as Baseball or Last Best Offer Arbitration Supplementary Rules).

**6. Place and Method of Payment; Reports and Records; Audit; Interest.**

**6.1 Method of Payment.** All dollar (\$) amounts referred to in this Agreement are expressed in United States dollars. All payments to WU shall be made in United States dollars by check or electronic transfer payable to "Washington University." Any Sales revenues for Licensed Products in currency other than United States dollars shall be converted to United States dollars at the conversion rate for the foreign currency as published in [\*\*\*] All payments made under this Agreement are non-refundable and shall not be credited against any other payments that may be due from Licensee under this Agreement or any other agreement.

**Place of Payment.** All payments shall include or reference the [\*\*\*] Electronic transfers shall be made to a bank account designated in writing by WU.

**6.2 Reports.** Within [\*\*\*] ([\*\*\*)] days after the end of each Calendar Half in which a Licensed Product is Sold or made, Licensee shall deliver to WU, a written report setting forth the calculation of all amounts due to Licensee under Section 5.3 above for such Calendar Half. For Licensed Products, each such report shall show [\*\*\*] .

**6.3 Books and Records.** Licensee shall maintain complete and accurate books of account and records that would enable an independent auditor to verify the amounts paid as royalties, fees and payments under this Agreement. The books and records must be maintained for [\*\*\*] years following the Calendar Half after submission of the reports required by this Agreement. Upon reasonable notice by WU, Licensee must give WU (or auditors or inspectors appointed by and representing WU and reasonably acceptable to Licensee) access to all books and records relating to Sales of Licensed Products by Licensee to conduct, at WU's expense, an audit or review of those books and records. This access must be available at least once every [\*\*\*] ([\*\*\*)] months, during regular business hours, during the term of this Agreement and for the [\*\*\*] calendar years following the year in which termination or expiration of this Agreement occurs. If any such audit or review determines that Licensee has underpaid royalties by [\*\*\*]% or more for any Calendar Half, Licensee shall [\*\*\*] .

**6.4 Interest and Collection.** Any amounts not paid by Licensee to WU when due shall accrue interest, from the date [\*\*\*] ([\*\*\*)] days after the balance is due at an interest rate of [\*\*\*]% per month. In addition, Licensee will reimburse WU for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

**6.5 Foreign Taxes.** Payments shall be paid to WU free and clear of all foreign taxes. If laws, rules or regulations require withholding of income taxes of other rates imposed upon payments set forth in this Agreement, Licensee shall make such withholding payments as required and without subtracting such withholding payments from such payments to WU. Licensee shall submit appropriate proof of payment of the withholding rates to WU within a reasonable period of time. Licensee shall use efforts consistent with its usual business practices to minimize the extent of any withholding taxes imposed under the provisions of the current or any future double taxation treaties or agreement between foreign countries, and the Parties shall cooperate with each other with respect thereto, with the appropriate Party under the circumstances providing the documentation required under such treaty or agreement to claim benefits thereunder.

## **7. Confidentiality.**

**7.1 Definition of Confidential Information.** The Parties acknowledge that, prior to and during the Term of this Agreement, the Parties may disclose to one another scientific, technical, trade secret, business, or other information which is treated by the disclosing Party as confidential or proprietary, including but not limited to unpublished Patent Rights patent applications (hereinafter referred to as "Confidential Information" of the disclosing Party). Both Parties agree that in order to ensure that each Party understands which information is deemed to be confidential, all Confidential Information will be in written form and clearly marked as "Confidential," and if the Confidential Information is initially disclosed in oral or some other non-written form, it will be confirmed and summarized in writing and clearly marked as "Confidential" within thirty (30) days of disclosure. The receiving Party shall hold such Confidential Information in confidence, shall not disclose it to any third party, shall use it solely as necessary to exercise its rights or perform its obligations under this Agreement, and shall treat such information in the same manner as it treats its own confidential information but not less than with a reasonable degree of care. In recognition that WU is a non-commercial, academic institution, Licensee agrees to limit to the extent possible the delivery of Licensee Confidential Information to WU. WU retains the right to refuse to accept any such information or data from Licensee which it does not consider to be essential to this Agreement or which it reasonably believes to be improperly designated, for any reason, but such refusal shall not eliminate the obligation of the individual making such a determination from treating such information as confidential hereunder where such information has been read by such individual. The Confidential Information provided to the receiving Party will remain the property of the disclosing Party, and will be disclosed only to those persons necessary for the performance of this Agreement. No indirect or consequential damages or damages based on loss of profits or market share are contemplated or recoverable for breach of confidentiality.

**7.2 Exclusions.** Confidential Information does not include information that (a) was known to the receiving Party prior to receipt from the disclosing Party as evidenced by the receiving Party's records; (b) is or becomes part of the public domain through no act by or on behalf of the receiving Party; (c) is lawfully received by the receiving Party from a third party without any restrictions, and/or (d) comprises identical subject matter to that which had been originally and independently developed by the receiving Party personnel without knowledge or use of any Confidential Information as evidenced by the receiving Party's records.

**7.3 General Obligations.** Subject to Section 2.5 above and to Sections 7.5 and 7.6 below, the receiving Party agrees that it will (a) refrain from disclosing any Confidential Information to third parties, (b) disclose Confidential Information to only those employees of the receiving Party necessary for the receiving Party to use the Confidential Information in accordance with this Agreement and who are subject to restrictions on use and disclosure at least as restrictive as those set forth in this Agreement, (c) keep confidential the Confidential Information, and (d) except for use in accordance with the licenses which are expressly granted in this Agreement, refrain from using Confidential Information. Notwithstanding the foregoing, Licensee may disclose the terms of this Agreement to the extent required by securities or other applicable laws, or rules of any recognized stock exchange, to existing or prospective investors, acquirers, partners, collaborators, licensees, contractors, and to Licensee's accountants, attorneys and other professional advisors, in each case on a need-to-know basis and subject to customary confidentiality restrictions.

**7.4 No License.** By disclosing the WU Confidential Information to Licensee, WU does not grant any express or implied rights to Licensee under any patents, copyrights, trademarks, or trade secrets. WU reserves, without prejudice, the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets. By disclosing the Licensee Confidential Information to WU, Licensee does not grant any express or implied rights to WU under any patents, copyrights, trademarks, or trade secrets. Licensee reserves, without prejudice, the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets.

**7.5 Judicial Procedures.** The receiving Party may, to the extent necessary, disclose the disclosing Party's Confidential Information in accordance with a judicial or other governmental order, provided that the receiving Party either (a) gives the disclosing Party reasonable notice prior to such disclosure to allow the disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (b) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

**7.6 Governmental Approvals.** Licensee may, to the extent necessary, use and disclose the Confidential Information to secure governmental approval to clinically test or market a Licensed Product, or, if applicable, to secure patent protection for an invention within the Patent Rights. Licensee will, in any such event, take all reasonably available steps to maintain the confidentiality of the disclosed Confidential Information and to guard against any further disclosure.

## **8. Representations and Warranties.**

**8.1 Authority.** Each of WU and Licensee represents and warrants to the other of them that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms, (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement, and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

**8.2 Compliance with Laws.** Licensee represents and warrants that it will (a) use the Patent Rights, only to exploit the license rights granted in Sections 2.1, in accordance with the provisions of this Agreement and with such laws, rules, regulations, government permissions and standards as may be applicable thereto in the Territory and in the Field, and (b) otherwise comply with all laws, rules, regulations, government permissions and standards as may be applicable to Licensee in the Territory with respect to the performance by Licensee of its obligations hereunder.

**8.3 Reports and Statements.** Licensee warrants that all reports and/or statements provided by Licensee hereunder are true and correct and are certified true and correct by Licensee to WU.

**8.4 Additional Warranties of Licensee.** Licensee represents and warrants that (a) it has obtained the insurance coverage required by Article 12 below, and (b) there is no pending litigation and, to its knowledge, no threatened claims against it that could impair its ability or capacity to perform and fulfill its duties and obligations under this Agreement.

**8.5 Additional Warranties of WU.** WU represents and warrants that (a) it has in place an intellectual property policy that provides for its ownership (subject to any rights retained by the U.S. government by operation of law) of the Patent Rights; (b) as of the Effective Date, it has received no notice of any third party claims against WU challenging WU's ownership or control of the Patent Rights; (c) it has obtained assignments from all WU inventors named in patent applications within the Patent Rights assigning to WU all their right, title and interest in and to the Patent Rights and that all such assignments have been recorded with the United States Patent and Trademark Office.

## **9. Application, Prosecution and Maintenance of Patent Rights.**

**9.1 Patent Applications.** Licensee will (a) prosecute and maintain the applications and patents within the Patent Rights, and (b) prepare, file and prosecute additional applications within the Patent Rights as Licensee may reasonably desire, in WU's name at Licensee's sole cost and expense. Licensee will select qualified outside patent counsel and corresponding foreign associates reasonably acceptable to WU, to prepare, file, prosecute claims to cover Licensed Product, and maintain U.S. patents/applications and foreign counterparts within the Patent Rights. Licensee will consult with WU regarding the prosecution of Patent Rights patent applications including, without limitation, providing WU a reasonable opportunity to review and comment on proposed substantive correspondence with any patent office. Licensee will keep WU reasonably informed of the status of Patent Rights patents and applications by timely giving WU copies of significant communications relating to such Patent Rights that are received from any patent office and/or patent counsel of record or foreign associate.

**9.2 Failure to Reimburse.** In the event Licensee elects to abandon or allow to lapse one or more Patent Rights, Licensee shall give WU notice at least ninety (90) days' notice before allowed the Patent Right(s) to go abandoned or lapse (each an "**Election Notice**"). In the event any Election Notice is given by Licensee, the term "Patent Rights" shall be modified to exclude, as applicable, such Elected Patent Rights. As of the date of receipt by WU of the Election Notice, the license to the Elected Patent Rights granted to Licensee under this Agreement will terminate, and WU shall be free, without any further obligation to Licensee whatsoever, to abandon the applications or patents subject to the Election Notice, or to continue prosecution or maintenance of such applications or patents for WU's sole use and benefit, at WU's sole cost and expense, or to license such applications or patents to unrelated third parties, at WU's option.

**9.3 Community of Interest.** The Parties desire to avail themselves to the maximum extent possible of all applicable legal privileges. The Parties intend that information regarding the preparation, filing, prosecution and maintenance of the applications and patents within the Patent Rights ("**Shared Information**") that would otherwise be subject to one or more legal privileges or protections is and shall be subject to those same privileges and protections despite the fact that it has been developed by or exchanged between or among them and/or their joint or independent counsel. The Parties further intend that Shared Information is and shall be subject to the joint defense doctrine and common interest/community of interest doctrine. The Parties acknowledge that the legal privileges and protections pertaining to Shared Information are held jointly by all Parties, and that no individual Party is authorized to waive any such privilege or protection. Further, this Agreement shall not affect the ethical, fiduciary or other obligations inherent in those attorney-client relationships other than to extend the cloak of confidentiality and privilege to the Shared Information as provided herein. Each Party agrees that Shared Information obtained from another Party or developed jointly shall be used only for the preparation and prosecution of the Licensed Patents and for no other purpose. Each Party agrees to keep Shared Information confidential, disclose Shared Information within each Party only to those individuals who have a business need to know the information and not to disclose Shared Information to any person or firm not a Party to this License Agreement.

## **10. Infringement, Enforcement, and Defense.**

**10.1 Notice of Infringement.** Throughout the term of this Agreement, each of WU and Licensee agree to give the other prompt notice of (a) any known or suspected infringement of the Patent Rights in the Territory, and (b) any claim that a Licensed Product infringes the intellectual property rights of a third party.

### **10.2 Patent Rights.**

**10.2.1 Enforcement.** Licensee, at its sole expense, will have the first right to attempt to stop promptly any infringement of the Patent Rights in the Territory. If Licensee exercises such first right, Licensee may initiate and prosecute actions in its own name or, if required by law, in WU's name against third parties for infringement of the Patent Rights in the Territory through outside counsel of Licensee's choice who are reasonably acceptable to WU. Licensee shall consult with WU prior to and in conjunction with all significant issues, shall keep WU informed of all proceedings, and shall provide copies to WU of all pleadings, legal analyses, and other papers related to such actions. WU will provide reasonable assistance to Licensee in prosecuting any such actions. If Licensee fails or declines to take any action under this Section 10.2.1 within a reasonable time after learning of the infringement of the Patent Rights, WU shall have the right (but not the obligation) to take appropriate actions including, without limitation, filing a lawsuit. Licensee will provide reasonable assistance to WU in prosecuting, resolving and/or settling any such actions.

**10.2.2 Restrictions on Settlement.** Notwithstanding anything in this Agreement to the contrary, Licensee may not, without the advanced written consent of WU (such consent not to be unreasonably withheld, conditioned or delayed), settle, compromise, or otherwise enter into any form of settlement (or other similar agreement) regarding any claim of action brought under Section 10.2.1 above that either (a) admits liability on the part of WU, (b) otherwise negatively affects the rights of WU or imposes any liability, restrictions or obligation upon WU, (c) requires any financial payment by WU, (d) concedes or otherwise portions the Territory and/or (e) grants rights or concessions to a third party to the Patent Rights, and any Licensed Products.

**10.2.3 Proceeds.** If Licensee obtains any value, payment or compensation of any type or kind as a result of any claim brought pursuant to Section 10.2.1 above, Licensee shall pay to WU, after first deducting its costs, such as attorneys' fees, expert witness fees, a percentage of a remainder of any such proceeds equal to the Patent Royalty Rate.

## **11. Indemnification.**

Licensee agrees to indemnify, defend, reimburse and hold harmless WU, WU personnel, WU's Affiliates, and each of their respective trustees, faculty, staff, employees, students, directors, officers, agents, successors and assigns (altogether the "**WU Indemnitees**") from, for and against any and all judgments, settlements, losses, expenses, damages and/or liabilities and any and all court costs, attorneys' fees, and expert witness fees and expenses ("**Losses**") that a WU Indemnitee may incur from any and all allegations, claims, suits, actions or proceedings (the "**Claims**") to the extent arising out of, relating to, or incidental to Licensee's breach of this Agreement or its use, development, commercialization, or other exploitation of Licensed Products and Patent Rights, whether by or through Licensee, and including all Claims for infringement, injury to business, personal injury, and product liability, except to the extent such Claims are adjudicated by a Court of competent jurisdiction to arise out of the gross negligence or willful misconduct of a WU Indemnitee or WU's breach of this Agreement. The obligations set forth in this Section shall survive termination of this Agreement shall continue even after assignment of rights and responsibilities, and shall not be limited by any provision of this Agreement outside this Section.

## **12. Insurance.**

**12.1** Throughout the Term of this Agreement and for a period of [\*\*\*] ([\*\*\*)] years thereafter, Licensee shall obtain and maintain comprehensive general liability and product liability insurance, naming WU as an additional insured, with carrier(s) having at least A.M. Best ratings/class sizes of A/VII and in the following minimum annual limits: [\*\*\*]

**12.2** Licensee will provide WU with a certificate of insurance within thirty days of execution of this Agreement and annually thereafter. The certificates must provide that Licensee's insurer will notify WU in writing at least thirty (30) days prior to cancellation or material change in coverage. The specified minimum insurance coverage and limits do not constitute a limitation on Licensee's liability or obligation to indemnify or defend under this Agreement.

### **13. Term and Termination.**

**13.1 Term.** The Term of this Agreement is defined in the Preamble and is subject to earlier termination as provided herein.

**13.2 Termination by Licensee.** Licensee may terminate this Agreement without cause by giving at least ninety (90) days' written notice thereof to WU. Licensee shall pay WU all amounts due and owing to WU under this Agreement as of the date of termination, including the above mentioned ninety (90) day notice period, within [\*\*\*] ([\*\*\*)] days after receipt of an invoice from WU for such amounts. Licensee may also terminate this Agreement by giving written notice thereof to WU in the event WU commits a breach of any provision of this Agreement and fails to cure such breach within [\*\*\*] ([\*\*\*)] days after the day that Licensee gives notice to WU of such breach.

**13.3 Termination by WU.** WU may terminate this Agreement by giving written notice thereof to Licensee in the event Licensee commits a breach of any provision of this Agreement and fails to cure such breach within [\*\*\*] ([\*\*\*)] days after the day that WU gives Licensee written notice of such breach. Licensee agrees and acknowledges that [\*\*\*]. In addition, WU may immediately terminate this Agreement by giving written notice thereof to Licensee in the event that Licensee (i) becomes insolvent, bankrupt, or is otherwise unable to pay its debt(s) to WU by the due date(s), or (ii) suffers the appointment of a receiver, receiver and manager, or administrative receiver of the whole or any part of its assets or undertaking, or (iii) a resolution is passed, for its winding up (other than for the purpose of amalgamation or reconstruction), or (iv) it enters into any arrangement with its creditors or suffers any distress or execution to be levied on its goods;

**13.4 Breach and Failure to Cure.** WU may terminate this Agreement by giving notice thereof to Licensee in the event Licensee commits a breach of any provision of this Agreement (other than a breach of the type contemplated by Section 13.3 above) and fails to cure such breach within [\*\*\*] ([\*\*\*)] days after the day that WU gives Licensee notice of such breach. Such termination shall be effective [\*\*\*] ([\*\*\*)] the date such notice of termination is given. Licensee may terminate this Agreement by giving notice thereof to WU in the event WU commits a breach of any provision of this Agreement and fails to cure such breach within [\*\*\*] ([\*\*\*)] days after the day that Licensee gives notice to WU of such breach, and such termination shall be effective [\*\*\*] ([\*\*\*)] days without cure from the date such notice of termination is given.

**13.5 Duties upon Expiration or Earlier Termination.** For the avoidance of doubt, on the date of expiration or earlier termination of this Agreement, all license rights granted to Licensee under Article 2 above shall terminate, except as set forth below. Licensee agrees to, promptly upon the expiration or earlier termination of this Agreement, deliver to WU all originals, copies, reproductions and summaries of all Confidential Information, in each instance in the format in which it exists at the time of expiration or earlier termination of this Agreement, or in another mutually agreed format. Within [\*\*\*] ([\*\*\*)] days after the expiration or earlier termination of this Agreement for any reason whatsoever, Licensee agrees to deliver a written report to WU of all Licensed Products in inventory. If this Agreement terminates before the expiration of the last-to-expire Patent Rights, then, upon the termination of this Agreement, Licensee agrees (a) to immediately discontinue the exportation of Licensed Products that were made in the Territory, (b) to immediately discontinue the manufacture, Sale and distribution of the Licensed Products in the Territory (c) not to manufacture, sell and/or distribute Licensed Products in the Territory until the expiration of applicable last-to-expire Patent Rights. Licensee may, upon prior written consent from WU, which shall not be unreasonably withheld, request a wind down period not to exceed [\*\*\*] ([\*\*\*)] following the date of such earlier termination, which WU consent will allow the Licensee to continue selling Licensed Product, and will continue any license rights previously granted that are necessary for this wind down purpose, for the duration of the agreed upon wind down period, provided that Licensee pays to WU the applicable royalty or other amounts due on such Sales of Licensed Product in accordance with the terms and conditions of this Agreement.

**13.6 Effect of Expiration or Earlier Termination.** For the avoidance of doubt, the expiration or earlier termination of this Agreement shall not relieve Licensee of its obligation to account for and make payment to WU of any amount due hereunder including, without limitation, any royalties accrued during the Term of this Agreement and amounts under Section 9.2 and 13.2 above.



**14. Disclaimer and Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EVERYTHING PROVIDED BY WU UNDER THIS AGREEMENT IS UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND MAY HAVE HAZARDOUS PROPERTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES AND EACH PARTY DISCLAIMS, ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY PATENT, TRADEMARK, COPYRIGHT OR ANY OTHER THIRD-PARTY RIGHT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES REGARDING THE QUALITY, ACCURACY, COMMERCIAL VIABILITY OR ANY OTHER ASPECT OF ITS PERFORMANCE PURSUANT TO THIS AGREEMENT OR REGARDING THE PERFORMANCE, VALIDITY, SAFETY, EFFICACY OR COMMERCIAL VIABILITY OF ANYTHING PROVIDED BY SUCH PARTY UNDER THIS AGREEMENT. IN NO EVENT SHALL WU OR LICENSEE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN CONNECTION WITH OBLIGATIONS UNDER SECTION 11. EXCEPT FOR THEIR RESPECTIVE INDEMNITY OBLIGATIONS, EACH OF WU'S AND LICENSEE'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL NOT EXCEED THE PAYMENTS MADE OR PAYMENTS DUE UNDER THIS AGREEMENT, RESPECTIVELY.

**15. General Provisions.**

**15.1 Import/Export Controls.** In performing their respective obligations under the Agreement, the Parties will comply with United States export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services, including software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, "Export Control Laws"). WU is not transferring any information or material outside of the United States under this Agreement and is providing no representation regarding the export control status or classification of any information or materials provided hereunder.

**15.2 Entire Agreement; Amendment.** This Agreement embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes all other past and present communications and agreements relating to the subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties.

**15.3 Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State Missouri, without regard to its rules or procedures involving conflicts of laws. All actions relating to this Agreement shall be brought exclusively in the United States District Court for the Eastern District of Missouri or the Circuit Court of St. Louis County, Missouri, if no federal subject matter jurisdiction exists. The Parties irrevocably waive all present and future objections to personal jurisdiction, forum or venue in such courts.

**15.4 Survival.** Each provision of this Agreement that would by its nature or terms survive, shall survive any termination or expiration of this Agreement, regardless of the cause. Such provisions include, without limitation, Sections 1, 5.3, 6.4, 7, 8, 11, 12, 13.5, 13.6, 14, and 15.

**15.5 Notices.** Notices pursuant to this Agreement shall be to the following contacts and are effective when sent if sent by a commercial carrier's overnight delivery service or when received if sent otherwise:

[\*\*\*]

**15.6 Assignment.** This Agreement is binding upon and inures to the benefit of the Parties and their successors, but this Agreement may not be assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, Licensee shall be free to assign this Agreement and its rights and obligations hereunder without WU's consent (a) to any Affiliate or (b) in connection with any sale of substantially all of Licensee's assets or business (or that portion of its assets or business related to the subject matter of this Agreement), merger, acquisition, consolidation, reorganization, or other similar transaction, provided that (i) Licensee shall not be released of its obligations existing at the time of such assignment and (ii) the assignee or successor to this Agreement confirms, in writing, that it will be subject to and must comply with all terms, conditions, and obligations of this Agreement.

**15.7 Construction.** The recitals and preamble to this Agreement, if any, are hereby incorporated as an integral part of this Agreement as if restated herein in full. Headings are included for convenience and reference only and are not incorporated as an integral part of this Agreement. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and as executed shall constitute one agreement, binding on both Parties, even though both Parties do not sign the same counterpart.

**15.8 Relationship of the Parties.** Each Party is an independent contractor and not a partner or agent of the other Party. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the Parties or as imposing any partnership or agency obligation or liability upon either Party. Further, neither Party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other Party.

**15.9 Severability.** If any provision in this Agreement is held invalid, illegal, or unenforceable in any respect, such holding shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if it had never contained the invalid, illegal, or unenforceable provisions.

**15.10 Remedies.** The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right or remedy under this Agreement will not be interpreted or construed as a waiver or relinquishment of that Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. All rights and remedies under this Agreement are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time.

**15.11 Use of Names.** Neither Party may use the trademarks or name of the other Party or its employees for any commercial, advertisement, or promotional purposes without the prior written consent of an authorized corporate officer of the other Party. If either Party is required by law, governmental regulation, or its own authorship or conflict of interest policies to disclose its relationship with the other Party, including, but not limited to, in SEC filings, scientific publications or grant submissions, it shall provide the other Party with a copy of the disclosure. Notwithstanding the provisions of this Section either party may publicize the existence of, and the Parties to, this Agreement.

**15.12 Force Majeure.** Neither WU nor Licensee will be liable for failure of or delay in performing obligations set forth in this Agreement, and neither will be deemed in breach of its obligations, other than for Payments, if such failure or delay is due to natural disasters or other causes reasonably beyond the control of a Party and reasonable notice of the delay is provided to the other Party.

**15.13 WU Personnel.** Licensee agrees that for all WU faculty or staff members who serve Licensee in the capacity of consultant, officer, employee, board member, advisor, or otherwise through a personal relationship with Licensee (a "Consultant") (i) such Consultant shall serve the Licensee in his or her individual capacity, as an independent contractor, and not as an agent, employee or representative of WU; (ii) WU exercises no authority or control over such Consultant while acting in such capacity; (iii) WU receives no benefit from such activity; (iv) neither Licensee nor the Consultant may use WU resources in the course of such service; (v) WU makes no representations or warranties regarding such service and otherwise assumes no liability or obligation in connection with any such work or service undertaken by such Consultant; and (vi) any breach, error, or omission by a Consultant acting in the capacity set forth in this paragraph shall not be imputed or otherwise attributed to WU, and shall not constitute a breach of this Agreement by WU.

**15.14 Further Acts.** Each Party shall, at the reasonable request of the other, execute and deliver to the other such instruments and/or documents and shall take such actions as may be required to more effectively carry out the terms of this Agreement.

**15.15 Impact on Tax-Exempt Status.** WU advises (a) that it is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code, (b) that maintenance of such exempt status is of critical importance to WU and to its members, and (c) that WU has entered into this Agreement with the expectation that there will be no adverse impact on its tax exempt status. As such, and if it becomes necessary, the Parties agree to amend, modify or reform this Agreement as necessary (i) in order to ensure that there is no material adverse impact on WU's tax exempt status, and (ii) in a manner that preserves the economic terms of the Agreement as such are set forth in this Agreement.

**SIGNATURE PAGE FOLLOWS**

The signatures of the undersigned indicate that they have read, understand and agree with the terms of this Agreement and have the authority to execute this Agreement on behalf of their represented Party and to bind their Party to all the terms of this Agreement.

**WASHINGTON UNIVERSITY**

/s/ Nichole Mercier  
\_\_\_\_\_  
Signature

Name: Nichole Mercier  
Title: Assistant Vice Chancellor and Managing Director  
Date: June 1, 2021

**TRASIR THERAPEUTICS, INC.**

/s/ Andrew Scott  
\_\_\_\_\_  
Signature

Name: Andrew Scott  
Title: President  
Date: June 1, 2021

Exhibit A

[\*\*] Development Plan

[\*\*]

Exhibit D

**Sublicense Agreement Provisions**

[\*\*\*]

**Exhibit E - Patent Rights**

[\*\*\*]