Aptagen, LLC
250 North Main Street
Jacobus, PA 17407
717-APTAGEN
717-278-2436
www.aptagen.com

JOINT COLLABORATION CONTRACT

This Agreement is made and effective this the ___ day of ____, 20___

BETWEEN: Aptagen, LLC

(Hereinafter referred to as "Aptagen")

A biotechnology company with its principal place of

Business at 250 North Main Street, Jacobus, PA 17407.

AND: _____(Company)

(Hereinafter referred to as "Customer")

_____(Description and Address). For the purpose of this Agreement, "Customer" shall include _____(Company) and its Affiliates, specifically including _____(Affiliate Name and Location).

1. RECITALS

A. Aptagen has the facilities and personnel with the skills, experience, and knowledge to undertake the Services using proprietary materials provided by the Customer.

B. Customer desires Aptagen to provide the Services under the following terms and conditions.

2. OPERATIVE PROVISIONS

A. Definitions

In this Agreement including the Recitals, the following definitions apply, except where the context otherwise requires and contextually states:

i. "Affiliate" means any individual or entity which directly or indirectly (including through intermediaries), is controlled by, or under common control with or controls either party.

ii. "Agreement" means this Research & Development Service Contract and all schedules, addendums and executed amendments to this Research & Development Service Contract.

iii. "Aptagen Background Technology" shall mean all Information Aptagen uses in providing Results, products and Services that is owned or controlled by Aptagen (other than as a result of Customer disclosing or providing the same to Aptagen); and which is not Work Product.

iv. "Aptagen Process Improvement" shall mean any improvement to Aptagen Background Technology, including protocols, procedures and workflow, that does not incorporate any Materials provided by Customer or any Confidential Information of Customer or Customer IP.

v. "Aptamer" means an RNA, DNA, modified nucleic acid, peptide reagent, or other compositions of matter (such as aptabodies) identified by Aptagen from random, randomized, or semi-random sequence libraries that binds to a specific target.

vi. "Background IP" of a party means Intellectual Property belonging to or under the control of such party prior to the Effective Date or acquired/created by such party independent of this Agreement at any time.

vii. "Commercialized Products" shall mean Licensed Products sold or offered for sale.

viii. "Confidential Information" of a party means all Information provided by or on behalf of such party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement or any Services, whether before or after the Effective Date, and whether in oral, written, graphic, electronic or other form. However, Confidential Information of a Disclosing Party will not include any Information that the Receiving Party can demonstrate by competent evidence:

a) is known by the Receiving Party prior to receiving such Information from the Disclosing Party, as evidenced by the Receiving Party's pre-existing written records.

b) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure, as evidenced by written records.

c) is independently developed by the Receiving Party without the use or knowledge of, or reliance upon, Information provided by the Disclosing Party and without any breach of this Agreement, as evidenced by written records.

ix. "Deliverables" means the Materials, Results and reports identified as "DELIVERABLES" in Schedule C of this Agreement.

x. "Effective Date" means the date at the commencement of this Agreement as set forth in the first line hereof.

xi. "Information" means all know-how, technical and financial information and other commercially valuable or sensitive information in any form, including inventions, trade secrets, methodologies, techniques, specifications, formulas, graphs, charts, drawings, biological materials, sequences, samples, devices, models, personal information, statements, projections, marketing data, list of customers and suppliers, standard operating procedures, protocols, templates, and any other materials or information of any description.

xii. "Intellectual Property" means statutory and other proprietary rights of every nature, including copyrights, rights to inventions, patents and patent applications, know-how, trade secrets, material varieties, registered and unregistered trademarks, registered and unregistered designs, layouts, and rights to maintain the confidentiality.

xiii. "Licensed Product" means products which include or incorporate Work Product or are described in or claimed by Patent Rights.

xiv. "Materials" of a party means samples and other materials provided by such party to the other party (including but not limited to, in the case of Customer, the Materials described in Schedule A).

xv. **"**Net Sales**"** means the gross amounts invoiced by Customer for sales of Commercialized Products to third parties, less the following deductions actually provided to unaffiliated entities:

a) cash, trade or quantity discounts;

b) credits, rebates or refunds; and

c) taxes (other than income taxes), duties and tariffs.

xvi. "Patent Rights" shall mean patents or patent applications describing or claiming Work Product.

xvii. "Patented Commercialized Products" shall mean Commercialized Products covered by a Valid Claim.

xviii. "Personnel" of a party means such party's officers, employees, agents, representatives, sub-contractors, and interns.

xix. "Research Plan" means the activities to be carried out by Aptagen during the Term as set out by Schedule B or as otherwise agreed upon by both parties in writing and set forth as an addendum to the Agreement.

xx. "Results" means the data, Information, and Deliverables generated by or on behalf of Aptagen in the course of providing the Services.

xxi. "Services" means the research and related services described in the Research Plan to be performed by Aptagen.

xxii. "Target" means the target identified in the schedules to this Agreement.

xxiii. "Term" means the term of this Agreement, or any extension agreed in writing by both parties and set forth as an addendum to the Agreement.

xxiv. "Unpatented Commercialized Products" shall mean Commercialized Products not covered by any Valid Claim, including those which were previously covered by a Valid Claim but the applicable patent(s) expired or were revoked, disclaimed, abandoned or declared invalid or unenforceable or cancelled by the patent office or a court of competent jurisdiction in a decision that is unappealed or is no longer subject to appeal as a matter of right.

xxv. "Valid Claim" shall mean on a country-by-country basis, a claim of an issued and unexpired patent included in the Patent Rights and covering Commercialized Products in a particular jurisdiction, which claim has not, in such jurisdiction been revoked, disclaimed, abandoned or declared invalid or unenforceable or cancelled by the patent office or a court of competent jurisdiction in a decision that is unappealed or is no longer subject to appeal as a matter of right.

xxvi. "Work Product" means any and all Results and products developed in connection with providing the Services (including but not limited to all Aptamers and other Deliverables developed or discovered during the course of providing the Services that Aptagen is obligated to deliver to Customer under the Research Plan); but *excluding* Aptagen Process Improvements.

3. PERFORMANCE OF SERVICES

A. Performance of Services

i. The Customer hereby engages Aptagen to provide the Services and produce the Deliverables, and Aptagen hereby agrees to provide the Services and produce the Deliverables subject to the terms and conditions set forth in this Agreement. The parties acknowledge that Aptagen's provision of Services hereunder is non-exclusive in nature and that nothing in this Agreement precludes Aptagen from providing research or consulting services in the same subject area or manner to other persons, companies, and/or entities not

party to this Agreement, subject to Aptagen's compliance with sections 4 (Supply of Materials), 6 (Intellectual Property), and 10 (Confidentiality) of this Agreement.

ii. For the avoidance of doubt, all Services provided by Aptagen are considered research and development efforts and Customer accepts the risk that they may not produce a successful outcome. Producing Results and Deliverables are subject to numerous variables and limitations and as such Customer acknowledges that the desired Results may not be achieved. In addition, any work performed by Customer in furthering or completing the Services or generating data or Results will not in any way be controlled or warranted by Aptagen.

B. Conduct of the Services

The time frames for the various portions of the Services set forth in Schedule B are exemplary only, and not binding on Aptagen. It is understood that providing Services can take considerably longer than the times set forth, due to normal delays or to unexpected delays from natural or non-natural causes. However, Aptagen will make reasonable efforts to adhere to the schedule set forth in Schedule B, and will inform the Customer of any significant delays and explain the reasons for such delays if they occur. The Start Date shall be considered as the latter of receiving materials or receiving the upfront payment. Aptagen and Customer will conduct themselves:

a) in a professional and diligent manner;

b) to a standard of care and diligence in accordance with accepted scientific practice; and

c) in accordance with all applicable laws and regulations and any approvals required.

C. Independent Contractor

i. Aptagen is acting as an independent contractor and is solely responsible for the exercise of independent control and management over the Services and other work under this Agreement.

ii. Aptagen will supply, at its own expense; all labor, equipment, tools, materials, and any other property required to fulfill its obligations under this Agreement, except as otherwise specified in this Agreement.

iii. Housing may be provided during on-site training of Customer for the lesser of the duration of the Services or six (6) months, with terms defined in a separate Lease Agreement.

D. Sub-Contracting

Aptagen may sub-contract performance of any of its obligations or provision of commodity services under this Agreement to a third party, including but not limited to sequencing, oligo synthesis, and validation studies, without notice to or written consent of Customer. Otherwise, except as expressly contemplated by the Research Plan, Aptagen may not sub-contract its obligations under this Agreement to any separate or unknown third-party without the prior written consent of the Customer. If Aptagen elects to sub-contract performance of any obligation or Services to a third party, Aptagen acknowledges that it is not released from the obligations set forth herein and is liable for all acts and omissions of the sub-contracting party as if they were the acts and omissions of Aptagen.

E. Results

All Results recorded and all Deliverables generated shall be delivered to Customer by Aptagen in a timely manner throughout the performance of the Services (or, as applicable, at such intervals as may be specified in the Research Plan). Subject to Aptagen's rights under Sections 6C and 10F below, Customer shall have the right to review, publish, disclose and use any Results and Deliverables as Customer, in its sole discretion, deems appropriate, including, without limitation, in submission to any U.S. or foreign regulatory authority. Promptly following completion of the Services, Aptagen will provide Customer with all Deliverables, Results, Materials and a written summary of the Services completed, all of which shall be the sole property of Customer (but subject to Aptagen's rights under Sections 6C below).

F. Records

i. Subject to the obligations of confidentiality set forth in Article 10, Aptagen shall retain in its possession copies of Results and other documents and Information related to or resulting from the performance of this Agreement as required for regulatory, legal, or insurance purposes and to exercise its rights and obligations under this Agreement.

ii. Aptagen will maintain such documents and Information for a period of three (3) years or for a time period required by applicable FDA guidelines, whichever is longer. Aptagen shall have the right to destroy any and all such documents and Information at any time after the time period specified above, provided that Aptagen provides Customer with 60 days' prior written notice of its intent to destroy such documents and Information. Upon Customer's written request delivered prior to expiration of such 60-day period, Aptagen shall transfer such documents and Information to Customer or its designee at Customer's expense.

4. SUPPLY OF MATERIALS

A. Customer's supply of Materials

Customer will supply any Materials required for Aptagen's performance of the Services to Aptagen as soon as practical after the Effective Date, and shall complete the information about the Materials set forth in Schedule A.

B. Restriction on Use of Customer Materials

i. The Materials provided by Customer (collectively, "Customer Materials") shall be used solely as required to perform the Services and shall not be used in testing involving human subjects. Aptagen agrees to use, handle, and store all Customer Materials in compliance with any and all applicable governmental regulations relating to the handling or use of such Materials.

ii. Access to Customer Materials will be limited to the Personnel of Aptagen requiring such access for the purpose of Aptagen's performance of its obligations under this Agreement.

C. Return of Materials

Aptagen agrees that all Customer Materials remain the property of the Customer. Within ten (10) Business Days following the expiration of the Term or termination of this Agreement, or upon written request by Customer, Aptagen shall either return all unused Customer Materials and related reagents to Customer or, at Customer's discretion, destroy such Customer Materials and reagents.

5. FEES AND PAYMENT

A. Fees

i. Customer agrees to pay Aptagen for Services rendered in accordance with Schedule C. Customer shall not be liable for any amount in excess of the amounts specified in Schedule C without prior authorization from Customer.

ii. In the event that Aptagen completes a project ahead of schedule, Aptagen may immediately invoice for any remaining balance due for the total amount specified in Schedule C.

iii. In the event that Aptagen is not able to achieve the desired results within the anticipated time, Customer will have the option to extend the project on a monthly basis for a pro-rated or agreed upon monthly fee in accordance with Schedule C.

B. Payment

All invoices are "Net 30", that is, payments are due thirty (30) days from the date of the invoice. All past due amounts shall bear interest at the rate of four percent (4%) per month until paid in full.

C. Tax Implications

The Services provided by Aptagen are research and development services and under current Pennsylvania law are not taxable services. No sales taxes will be charged in addition to the fees outlined in Schedule C, unless the applicable law is changed.

D. Manufacturing Exclusivity

In exchange for onsite training and mentorship, Customer agrees to assign exclusive manufacturing rights of aptamers resulting from these Services to Aptagen. Aptagen commits to increasing its infrastructure to support anticipated manufacturing demand. However, in the event Aptagen cannot meet Customer demand, Customer has the right to buy out of this clause at a value of $175,000 per target.

6. INTELLECTUAL PROPERTY AND PATENT RIGHTS

A. Research License

i. To the extent that a license under any of Customer's Background IP is needed or used by Aptagen to carry out the Services, the Customer grants Aptagen a non-exclusive, royalty-free license, without the right to sublicense, under such Customer Background IP for the sole purpose of conducting the Services in accordance with this Agreement during the Term.

ii. The Customer shall retain all rights, title, and interests in and to its Background IP, and Aptagen shall retain all rights, title and interests in and to its Background IP and the Aptagen Background Technology. Each party acknowledges and agrees that, except as expressly set forth in Section 6.A(i) or Sections 7C or 7D, nothing contained in this Agreement shall be construed as granting, expressly or by implication, to such party any right or license to Background IP or Patent Rights or Intellectual Property of the other party.

B. Work Product; Aptagen Process Improvements

i. Aptagen shall promptly disclose to Customer in writing all Work Product arising under this Agreement. Aptagen agrees to assign and hereby does assign all rights, title and interest to Work Product, including all Patent Rights and related Intellectual Property (collectively, "Customer IP") to Customer, and Aptagen shall cooperate with Customer, at

Customer's expense at the rate of $500 per hour, in aiding Customer in perfecting assignment, filing, maintaining, prosecuting and enforcing Customer IP.

ii. All rights to Aptagen Process Improvements, including all Intellectual Property and patents and patent applications pertaining to such Aptagen Process Improvements, shall be owned exclusively by Aptagen.

C. Aptagen License Rights

If Customer terminates this Agreement under Section 7A and Customer fails to make payment of outstanding invoices as set forth in Section 7A or (iii) Aptagen terminates this Agreement under Section 7B, Customer shall grant Aptagen or its designee: an exclusive (including exclusivity against Customer), worldwide, royalty-free license, under all Patent Rights owned by Customer, and grant Aptagen all rights under the terms set forth in the attached Exclusive License (Schedule D) and such additional terms as the parties may negotiate and agree. The provisions of Section 10(F) notwithstanding, Aptagen shall also have the right as part of any such exclusive license to use information related to Work Product, Deliverables, and Results to support any Aptagen patent filings without prior approval or consent of Customer. This right to an exclusive license (i) is subject to and dependent upon execution of said Exclusive License by the parties, and (ii) may be enforced by Aptagen by an action for specific performance, injunction or otherwise, without waiver of monetary damages.

7. TERMINATION

A. Termination for Convenience

Customer may cancel this Agreement at any time with or without cause by giving at least thirty (30) days written notice to Aptagen. Customer is responsible for all outstanding invoices and invoices to be billed for work performed as of the date of notice of termination. In the event of a cancellation by Customer, all paid invoices are non-refundable and all unpaid outstanding invoices will become due immediately in addition to a final pro-rated invoice for any non-invoiced work performed as of the date of termination.

B. Termination for Breach or Insolvency

In addition to any other remedies available by law or in equity, either party may terminate this Agreement by written notice to the other party that the other party is in material breach of any provision of this Agreement, and where the party in breach has failed to cure the breach within thirty (30) days of receipt of the written notice from the other party. Either party may also terminate this Agreement where the other party has filed for bankruptcy, been declared insolvent or been placed in receivership

C. Consequences of Termination by Customer or by Aptagen for Breach by Customer

In the event of termination of this Agreement (i) by Customer under Section 7A and Customer fails to make payment of outstanding invoices as set forth in Section 7A or (ii) by Aptagen under Section 7B for Customer's breach or bankruptcy, receivership or insolvency, Aptagen maintains its immediate license rights under Section 6C.

D. Survival of Provisions

Expiration or termination of this Agreement will not relieve the parties of any obligation accruing prior to such expiration or termination. All obligations of Sections 3.E (Results), 3.F (Records), 4.B (Restriction on Use of Customer Materials), 4.C (Return of Materials), and obligations of Articles 6 (Intellectual Property), 7 (Termination), 8 (Warranties), 9 (Indemnities), 10 (Confidentiality), 11 (Notices), 12 (Miscellaneous), and 13 (Interpretation Principles) will survive expiration or any termination of this Agreement.

8. WARRANTIES AND REPRESENTATIONS

A. Aptagen Warranties

Aptagen warrants that it has the resources, skills, knowledge, and ability necessary to perform the Services and meet its obligations under this Agreement. Aptagen makes no warranty or representation as to whether the Services, Results, Deliverables, Work Product or Licensed Products infringe patents or misappropriate or otherwise violate the intellectual property rights of any third party.

B. Customer Warranties

Customer warrants and represents that to the best of its knowledge, Materials it has or will provide to Aptagen do not infringe patents or misappropriate or otherwise violate the intellectual property rights of any third party.

C. Mutual Warranties

Each party warrants to the other party, as of the Effective Date and during the Term of the Agreement, that:

a) it has the power and authority to enter into and perform its obligations under this Agreement and that the execution of this Agreement by it has been duly and validly authorized;

b) its obligations under this Agreement are valid, binding, and enforceable against it in accordance with their terms, notwithstanding assignment of this Agreement, or assignment or license of Patent Rights; and

c) this Agreement and its performance do not contravene any of its other obligations or undertakings by which it is bound.

D. Disclaimer of Implied Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR NON-MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, ARE MADE OR GIVEN BY OR ON BEHALF OF A PARTY, AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

E. Limitation of Liability

a) Except for breach of section 10 (Confidentiality), in no event shall either party be liable to the other party for exemplary or punitive damages, arising out of or in connection with this Agreement; *provided, however,* that this section 8.E shall not be construed to limit either party's indemnification obligations with respect to third party claims under Article 9.
b) Mutual Limitation on Liability. Neither party will be liable for breach-of-contract damages that are indirect or consequential, arising from the failure to perform the services or manufacture a product.
c) Mutual Maximum Liability. Neither party's total aggregate liability under this agreement will exceed the total amount Customer pays to Aptagen under this agreement.

9. INDEMNITIES

A. Aptagen Indemnity

Subject to section 9.C, Aptagen will indemnify, hold harmless, and defend Customer, its Affiliates, and their respective Personnel (collectively, "Customer Indemnitees") from and against any and all losses, claims, damages, liabilities, expenses and costs, including reasonable legal expense and attorneys' fees ("Losses") to which any such Customer Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any third party ("Third-Party Claim") to the extent such Losses arise out of (a) the breach by Aptagen of any obligation, representation or warranty made by it under this Agreement; (b) the gross negligence or willful misconduct of any Aptagen Indemnitee; or (c) the development, manufacture, use, handling, storage, sale or other disposition by or on behalf of Aptagen of any Work Product, Licensed Product, Commercialized Product, Results or Deliverables; except, in each case, to the extent such Losses result from the material breach by Customer of any representation, warranty, covenant

or agreement made by it under this Agreement or the gross negligence or willful misconduct of any Customer Indemnitee.

B. Customer Indemnity

Subject to section 9.C, the Customer will indemnify, hold harmless, and defend Aptagen, its Affiliates, and their respective Personnel (collectively, "Aptagen Indemnitees") from and against any and all Losses to which any Aptagen Indemnitee may become subject as a result of any Third-Party Claim to the extent such Losses arise out of: (a) the breach by Customer of any obligation, representation or warranty made by it under this Agreement; (b) the gross negligence or willful misconduct of any Customer Indemnitee; or (c) the development, manufacture, use, handling, storage, sale or other disposition by or on behalf of the Customer of any Work Product, Licensed Product, Commercialized Product, Results or Deliverables; except, in each case, to the extent such Losses result from the material breach by Aptagen of any obligation, representation or warranty made by it under this Agreement or the negligence or willful misconduct of any Aptagen Indemnitee.

C. General Conditions of Indemnification

A party's agreement to indemnify, defend and hold the other party (the "Indemnified Party") and its related entities harmless is conditioned upon the Indemnified Party: (a) providing written notice to the first party (the "Indemnifying Party") of any Third-Party Claim arising out of the indemnified activities within 30 days after the Indemnified Party receives written notice of such Third-Party Claim; (b) permitting the Indemnifying Party to assume full responsibility and authority to investigate, prepare for and defend against any such Third-Party Claim; and (c) assisting the Indemnifying Party, at the Indemnifying Party's expense, in the investigation of, preparation for and defense of any such Third-Party Claim. The Indemnifying Party shall not settle any Third-Party Claim without the prior written consent of the Indemnified Party, not to be unreasonably withheld, unless the settlement involves only the payment of money. So long as the Indemnifying Party is actively defending the Third-Party Claim in good faith, the Indemnified Party shall not settle or compromise any such Third-Party Claim without the written consent of the Indemnifying Party. If the Indemnifying Party does not assume and conduct the defense of the Third-Party Claim as provided above, (a) the Indemnified Party may defend against, consent to the entry of any judgment, or enter into any settlement with respect to such Third-Party Claim in any manner the Indemnified Party may deem reasonably appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith), and (b) the Indemnifying Party shall remain responsible to indemnify the Indemnified Party as provided in this Article 9.

D. Insurance

Each Party shall procure and maintain commercial general liability insurance, including product liability insurance, adequate to cover its indemnification obligations under this Article 9. It is understood that such insurance shall not be construed to create a limit of either Party's liability with respect to its indemnification obligations under this Article 9. Each such insurance policy must provide reasonable coverage for all claims with respect to any Licensed Products or Commercialized Products manufactured, used, sold, licensed or otherwise distributed by such Party. Each Party shall provide the other Party with written evidence of such insurance upon request.

10. CONFIDENTIALITY

A. Protection of Confidential Information

i. Subject to section 10.B, a Receiving Party must, in respect to any Confidential Information of the Disclosing Party to which the Receiving Party has access:

a) not disclose any such Confidential Information or use any such Confidential Information for any purpose, except (1) as expressly authorized by, and in compliance with, this Agreement, (2) as permitted by section 10.B, or (3) to its Personnel or Affiliates who require access to such information to accomplish the purposes of this Agreement;

b) use at least the same standard of care as it uses to protect its own Confidential Information (but no less than reasonable care);

c) notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of the Confidential Information; and

d) take all action necessary to maintain the strict confidentiality of the Confidential Information.

B. Authorized Disclosure

Notwithstanding Section 10.A, the Receiving Party may disclose Confidential Information, without violating its obligations under this Agreement, to the extent the disclosure is required by applicable law or by a valid order of a court or other governmental body having jurisdiction, provided that the Receiving Party gives reasonable prior written notice to the Disclosing Party of such required disclosure and, at the Disclosing Party's request and expense, cooperates with the Disclosing Party's efforts to obtain a protective order preventing or limiting the disclosure.

C. Acknowledgement

The Receiving Party shall, upon written notice by the Disclosing Party, return to Disclosing Party all documents and tangible manifestations of Confidential Information received pursuant to this Agreement, or shall destroy all copies and reproductions thereof, provided that the Receiving Party may retain a single copy in a safe and secure location for the purpose of evidencing compliance with the terms of this Section 10.

D. Use of Name

Neither party shall, without prior written authorization of the other party, use in any advertising, publicity, or sales promotional material, or in any publication, the name of the other party or its Personnel, except as may be required for regulatory filing purposes.

E. Disclosure of the Agreement

Neither party may disclose information about or disclose this Agreement to any third party, except if such third party is seeking to acquire equity or debt interest in, acquire assets of, or provide funding to that party; provided that such third party has undertaken obligations to keep this Agreement and all information about it confidential.

F. Aptagen Right to Publish

Aptagen retains the right to publish information about Work Product, Deliverables and Results provided that, prior to submission for publication Aptagen makes available to Customer such information in its proposed final form and incorporates into such final form any edits to such information that are requested by Customer in Customer's sole discretion and: (i) Aptagen obtains the written consent of Customer; or (ii) more than eighteen (18) months have passed from Aptagen submitting to Customer all Work Product, Deliverables and Results (Customer having had sufficient time to file for patent protection on the subject matter in the draft manuscript) ; or (iii) Termination of the Agreement (Section 7).

11. NOTICES

A. Form of Official Notice

A notice, approval, consent or other communication in connection with this Agreement must be sent, in writing, to the party to be notified at its address(es) given below, or at any address such party has previously designated by prior written notice to the other, and may be sent by prepaid post, courier, secured digital transmission, or facsimile transmission.

a) Aptagen, LLC

ATTN: ADMINISTRATION

250 North Main Street

Jacobus, PA 17407

Ph: 717-278-2436

Fax: 717-278-2436

admin@aptagen.com

b) _____ (Company)

_____ (Address)

_____ (Address)

Attention: _____

Phone: _____

Fax: _____

Email: _____

B. Receipt of Notice

A notice, approval, consent or other communication in connection with this Agreement will be taken to have been received:

a) five (5) Business Days after confirmed date of sending if sent by registered post;

b) at the time confirmed by the courier, if sent by courier; or

c) twenty-four (24) hours after date of transmission as represented by the machine from which the transmission originated if the machine is able to indicate that the transmission was successfully sent in its entirety, if sent by digital or facsimile transmission.

12. MISCELLANEOUS

A. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, USA and controlling United States Federal Law without regard to any conflicts of law provisions, except that the validity or enforceability of intellectual property rights shall be subject to an evaluation under the law of the country in which the intellectual property rights were applied for or have been issued. If any provision is deemed by a court of competent jurisdiction to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions. The parties consent to the jurisdiction of the state and federal courts in the Commonwealth of Pennsylvania, and waive any challenge to venue in any such courts, for all disputes arising from or relating to this Agreement.

B. Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred.

C. Amendment

This Agreement may only be amended by a written instrument signed by an authorized representative of each party.

D. Assignment

Neither party may assign this Agreement without the prior written consent of the other party; *provided, however*, that a party may assign this Agreement without the other party's consent: (a) in connection with the transfer or sale of all or substantially all of the assets or business of such party to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise; or (b) to an Affiliate of such party. Any attempted assignment of this Agreement not in compliance with this section 12.C shall be null and void. No assignment shall relieve either party of the performance of any obligation or royalty or payment obligations that such party may then have under this Agreement. This Agreement shall inure to the benefit of and be binding upon each party hereto, its successors and permitted assigns, subsidiaries and affiliates. Notice of any permitted assignment of this Agreement must be provided to the other party as promptly as practicable.

E. Non-Waiver

No failure or delay of one of the parties to insist upon performance of any of its rights under this Agreement shall operate as a waiver thereof, nor shall any other single or partial exercise of such rights preclude any other further exercise of any rights or remedies provided by law. Any waiver by a party of a

particular provision or right shall be in writing, shall be as to a particular matter and, if applicable, for a particular period of time and shall be executed by an authorized officer of the waiving party.

F. Partnership or Agency

Neither party is the agent of the other and the parties are not engaged in a partnership, joint venture, or any other form of association in which any party may be liable for the acts or omissions of the other. Neither party has the authority to obligate or bind the other party to any agreement or indebtedness.

G. Agreement Entirety

This Agreement and the attachments contains the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements relating to its subject matter.

H. Associated Costs

Each party shall bear its own expenses arising out of the negotiation, preparation, execution, and performance of this Agreement, except where expressly provided by this Agreement. Customer has had the opportunity to and is advised that it should obtain legal counsel before entering this Agreement.

I. Counterparts

This Agreement shall be executed by any number of counterparts. All counterparts taken together will constitute one Agreement. An executed counterpart may be delivered by digital or facsimile transmission. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such executed signature page shall create a valid and binding obligation of the Party executing it (or on whose behalf such signature page is executed) with the same force and effect as if such executed signature page were an original thereof.

J. Signatories

The signatories to this Agreement warrant that they have the authority to enter their respective party into this legal and binding Agreement as a known representative for that party.

K. Further Actions

Each party agrees to execute, acknowledge and deliver such further instruments, including the exclusive license in Schedule D to the extent required pursuant to Section 6C, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

L. Affiliates, Licensees, Assignees

A party that elects to discharge any obligations and exercise any right hereunder through any of its Affiliates, or through licensees or assignees of Patent Rights, hereby guarantees the performance by such Affiliates, licensees or assignees of such party's obligations under this Agreement, and shall cause its Affiliates, licensees or assignees to comply with the provisions of this Agreement in connection with such performance. Any breach by a party's Affiliates, licensees or assignees of any of such party's obligations under this Agreement shall be deemed a breach by such party, and the other party may proceed directly against such party without any obligation to first proceed against such party's Affiliates, licensees or assignees.

13. INTERPRETATION PRINCIPLES

A. General Rules

The Following rules of interpretation apply, unless the context requires otherwise:

a) Headings are for convenience only and shall not constitute any part of this Agreement or have any effect on its interpretation or construction.

b) All references in this Agreement to the singular shall include the plural where applicable. Unless otherwise specified, references in this Agreement to any section or article shall include all subsections and paragraphs in such Section or Article and references in this Agreement to any subsection shall include all paragraphs in such subsection.

c) A reference to any party to this Agreement or any other agreement or document includes the party's successors and permitted assigns.

d) A reference to any agreement or document is to that agreement or document as amended, notated, supplemented, varied, or replaced from time to time, except to the extent prohibited by this Agreement or that other agreement or document.

e) Any reference to conduct includes any affirmative acts and omissions.

f) This Agreement is deemed to have been jointly drafted by the parties, and, in the event of a dispute, shall not be construed in favor of or against any party by reason of such party's contribution to the drafting of the Agreement.

B. Severability

The provisions of this Agreement shall be severable and if any provision of this Agreement should be found or held to be invalid or non-enforceable by either party in any jurisdiction, then the meaning of that provision will be construed, to the extent feasible, to render that provision valid and enforceable. If no

feasible interpretation would be capable of saving such provision, it is to be severed from the remainder of this Agreement, and the Agreement shall remain in full force and effect, and shall be construed to achieve the original intentions of the parties.

14. EXECUTION

This Document shall be EXECUTED as an AGREEMENT:

Signed for and on the behalf of
APTAGEN, LLC
by its authorized representative

____/____/_____
Date of Signature (Aptagen)

_____
G. Thomas Caltagirone, Ph.D.
President & CEO

Signed for and on the behalf of CUSTOMER:

_____
by its authorized representative

_____
_____(Printed Name)_
_____(Title)

____/____/_____
Date of Signature (Customer)

SCHEDULE A-i (target)

Materials-

Before sending any materials to Aptagen, we ask that you complete the following **PER ITEM.** (e.g. target, cell line, chemicals, solutions and buffers, etc…).

1. MSDS ? Sent / Attached / [NA] (circle one)
2. Material type: _____(*if cells, you MUST complete the "cell information table" below*)
3. Supporting data attached (circle all that apply): [*HPLC]* *[Mass Spec]* *Other*_____
4. Included background literature regarding the biophysical properties of your target? (Y / N)
5. Recommended Biosafety Level (BSL): _____
6. Special Handling Instructions: _____
   _____
7. Storage Conditions: _____
8. Procedure for de-contamination: _____
   _____

_____ Name of Organization: _____
Print Name

_____ __/__/__ Contact Details: _____
Signature Date

SCHEDULE A-ii (counter-target)

Materials-

Before sending any materials to Aptagen, we ask that you complete the following **PER ITEM.** (e.g. target, cell line, chemicals, solutions and buffers, etc…).

1. MSDS ? Sent / Attached / [NA] (circle one)
2. Material type: _____(*if cells, you MUST complete the "cell information table" below*)
3. Supporting data attached (circle all that apply): [*HPLC]* *[Mass Spec]* *Other*_____
4. Included background literature regarding the biophysical properties of your target? (Y / N)
5. Recommended Biosafety Level (BSL): _____
6. Special Handling Instructions: _____
   _____
7. Storage Conditions: _____
8. Procedure for de-contamination: _____
   _____

_____ Name of Organization: _____
Print Name

_____ ___/___/___ Contact Details: _____
Signature Date

SCHEDULE B

Research Plan- EXAMPLE

Note: The Project Start Date shall be considered as the latter of receiving materials or receiving the upfront payment.

Task Name	Duration (Days)
Organization - **[S/P/L]###(+)/[S/P/L]###(x) - [Small Molecule/Protein/Cell/Other] SELEX Aptamer (RNA/DNA)**	**158**
INITIATION	5
Receive Contract	1
Acceptance/Signing of Contract	1
Receive Deposit from Customer (Phase I - Task A - Project **Start Date**)	1
Obtain Admin Approval	1
Order Supplies	1
PHASE I - SCREENING/SELECTION OF APTAMERS	**71**
Synthesis of Library	5
Quality Control	1
Primer Extension/Reagent Preparation	2
Page Purification	2
Nuclease Assay	5
In-Vitro Screening	**56**
Round 1 (G0)	**3**
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1
Preparative PCR	1
Round 2 (G1)	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1
Preparative PCR	1
Round 3 (G2)	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1
Preparative PCR	1
Round 4 (G3)	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1

Preparative PCR	1
Round 5 (G4)	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1
Preparative PCR	1
Round 6 (G5)	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1
Preparative PCR	1
Round 7 (G6)	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1
Preparative PCR	1
Round 8 (G7)	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1
Preparative PCR	1
Round 9 (G8)	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1
Preparative PCR	1
Round 10 (G9)	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1
Preparative PCR	1
Round 11 (G10)	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1

Preparative PCR	1
Round 12 (G11)	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1
Preparative PCR	1
Parallel Assessment	**4**
PAGE Purification	1
Positive Selection	0.5
Counter Selection	0.5
Pilot PCR	1
Preparative PCR	1
PAGE Purification	1
REPORT DELIVERY/INVOICE Customer (Phase I END DATE)	5
Receive Payment	15
PHASE II - SEQUENCING AND BIOINFORMATICS	**16**
NextGen Sequencing Preparation	4
NextGen Sequencing	4
Sequence Analysis/Characterization of Library Pools	4
REPORT DELIVERY/INVOICE Customer (Phase II END DATE)	4
Receive Payment	15
PHASE III - APTAMER CANDIDATE SYNTHESIS	**16**
Synthesize Candidates	10
Quality Control	1
SHIP Candidates/INVOICE Customer (Phase III END DATE)	5
Receive Payment	15
PHASE IV - APTAMER CANDIDATE VALIDATION	**30**
Design and optimize assay	10
Validate 1st Candidate	3
Validate 2nd Candidate	3
Validate 3rd Candidate	3
Validate 4th Candidate	3
Validate 5th Candidate	3
REPORT DELIVRY/INVOICE Customer (Phase IV END DATE)	**5**
Receive Payment	15

SCHEDULE C

Fees & Deliverables-

Monthly Rate = $10,000.00 (USD)

Phase I – Screening/Selection

STATEMENT OF WORK:

Iterative rounds of screening an initial random/biased library against _____(Target) for positive selection, negative-selection against blank sample matrix, and counter-selection for specificity shall be performed.

DELIVERABLE:

A full progress report on monitoring enrichment shall be provided to the Customer.

Phase II – Sequencing/Bioinformatics

STATEMENT OF WORK:

The enriched polyclonal pool is sequenced and thousands of candidate sequences are provided. The most promising candidates shall be identified using proprietary bioinformatics.

DELIVERABLE:

All sequencing data is available upon request. A full Progress/Analysis Report on a handful of the most likely candidates based on sequence homology, frequency, and motif analysis.

Phase III – Polyclonal Synthesis

STATEMENT OF WORK:

At least 96 sequences determined by bioinformatics analysis of the enriched pool of aptamer oligos are synthesized at the preparative scale.

DELIVERABLE:

Microplate-synthesized polyclonal pool is qualitatively assessed and at least 5 mg per target is delivered to the Client.

OR

A report summarizing the performance of candidates synthesized on parallel microarrays for semi-quantitative assessment against target and counter-target.

Phase IV – Monoclonal Synthesis and Pre-Validation

STATEMENT OF WORK:

The top 5 performing candidates from Phase III are synthesized and tested qualitatively, using appropriate techniques at Aptagen's discretion, to assess binding.

DELIVERABLE:

A summary report on synthesis QC data and qualitative binding performance shall be provided to the Customer.

Phase V – Validation

STATEMENT OF WORK:

Material from candidates synthesized in Phase IV are assessed using appropriate techniques at Aptagen's discretion, to assess Kd affinities, signal-to-background, LOD, targeting, or EC50/IC50, etc.

DELIVERABLE:

A full report summarizing the results of binding affinity assessments shall be provided to the Customer.

Phase VI – Optimization / Apta-sensor Development

(Optimization) STATEMENT OF WORK:

Update with text. Update with text.

Update with text.

DELIVERABLE:

Update with text.

(Apta-sensor Development) STATEMENT OF WORK:

Update with text. Update with text.

Update with text.

DELIVERABLE:

Update with text.

Addendum to Schedule C, Superseding Deliverables:

(Optional) Exclusivity ($175,000.00 per target):

The Client will own 100% of the rights to the aptamers Aptagen develops for the Client. Aptagen maintains a strict policy not to engage in Research and Development projects against the target(s) identified above using the identical aptamer chemistry (e.g. DNA) employed for this project. Aptagen reserves the right to engage in future projects against the above target(s) using alternative aptamer chemistries (e.g. RNA, 2'-F-RNA, Peptimer™, Aptabody™, etc.). The Customer, at any time up until 120 days after the receipt of final Deliverables, may elect to purchase this right as well as the 'right of first refusal' to exclude others from procuring Aptagen's Research and Development efforts against the target(s) listed above for any and all aptamer chemistries.

SCHEDULE D

Sample Exclusive License

This Exclusive Licensing Agreement ("Agreement") is made and entered into as of the **___day of _____, 20____, between _____ (first party)** and Aptagen, Inc. having its principal place of business at 250 North Main Street, Jacobus, PA 17407.

RECITALS:

Customer and Aptagen have entered a RESEARCH & DEVELOPMENT SERVICE CONTRACT (the "Contract") under which Customer is assigned and owns all Work Product and Patent Rights (as defined in the Contract), but Aptagen has rights to an exclusive (including exclusivity against Customer), worldwide, royalty-free license, to all such Work Product and Patent Rights, under certain terms and conditions set forth in the Contract. Aptagen's rights shall be subject to the following terms and conditions.

1. DEFINITIONS.

Affiliate(s) of a party, means: any individual or entity which directly or indirectly (including through intermediaries), is controlled by, or under common control with or controls such party.

Customer shall mean the first party to this Agreement and its Affiliates and Licensees.

Field shall mean treatments or diagnosis of humans or animals.

Know-How shall mean any and all unpatented and/or non-patentable technical data, information, materials, biological materials, such as plasmids, vectors, DNA sequences, organisms, cell lines, and other information owned or controlled by Customer in the Field which (i) relate to Product(s), including, without limitation, its chemical, biological, pharmacological, toxicological, nonclinical and clinical data, formulations, specifications and/or usage, or (ii) relate to processes, techniques and specifications for the manufacture of Product(s), including, without limitation, preparation, synthesis, culture, recovery and purification and quality control processes, techniques and specifications. Know-How shall not encompass Patent Rights.

Licensee shall mean any party licensed to use, exploit or sublicense Patent Rights or Know How.

Net Sales means the gross amounts invoiced by Customer, its Affiliate(s) or Licensees for sales of Products to Third Parties, less the following deductions actually provided to such unaffiliated entities:

a) cash, trade or quantity discounts;
b) credits, rebates or refunds; and
c) taxes (other than income taxes), duties and tariffs.

Patent Rights shall mean any patent application or patent(s) assigned to or owned by Customer under the Contract and describing or claiming Products or whose claims cover the manufacture, use, importation, offer for sale or sale of Product(s), as well as any additional patents hereafter issuing from additional patent applications relating to the Product(s), including, but not limited to, a method of use of the Product(s), and any substitutions, continuations, continuations-in-part, divisions, reissues, re-examinations, renewals, or extensions of the terms thereof.

Product(s) shall mean aptamers and Work Product: assigned to Customer under the Contract; described or claimed in Patent Rights; or, using or incorporating Know How, as well as formulations thereof for administration to humans or animals.

Third Party(ies) shall mean any person or entity other than a party to this Agreement, its Affiliate(s), licensees and/or its respective employees.

2. GRANT OF LICENSE; SUBLICENSE; REPRESENTATIONS.

2.1 Subject to the provisions of this Agreement, Customer grants to Aptagen an exclusive (against Customer and against Third Parties), perpetual, royalty-free, world-wide license under its Know-How and Patent Rights, with the right to grant sublicenses, to make, have made, use, import, offer for sale and sell Product(s) for use in the Field.

2.4 Customer shall warrant the performance of any and all rights and obligations of this Agreement by its Affiliate(s) and/or Licensees. Aptagen shall warrant the performance of any and all rights and obligations of this Agreement by its Affiliate(s).

2.5 Customer warrants to Aptagen that it is the owner of, or has rights to grant the license to Aptagen herein, and has not assigned, conveyed or otherwise encumbered by any agreement, either oral or written, any right, title or interest in and to the respective Patent Rights and Know-How which would be inconsistent with the rights granted hereunder. Each party warrants that it is free to enter into this Agreement and is free to carry out all of its obligations under this Agreement. Except as provided in Paragraphs 2.4, and 2.5 and as may be otherwise agreed in writing between the parties, the parties expressly disclaim all other warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose with respect to the Product(s).

3. RESPONSIBILITIES OF THE PARTIES.

3.1 The responsibility for development and regulatory approval of Products is with Aptagen. However, both parties will have full access to all submissions to, including clinical studies and other supporting information, and communications with the FDA relating to the Product(s). Each party, or its Affiliate(s) or Licensees (and in the case of Aptagen, its sublicensees), shall have the irrevocable right to refer to and cross-reference all such submission documents for applications and registrations in other countries, subject to the terms of this Agreement.

3.2 The parties shall have continuing obligations to timely advise each other of all adverse drug reactions and other similar matters relevant to obtaining or maintaining approvals and registrations of the Product(s). The parties shall have the continuing obligations to timely advise each other of any governmental regulatory problems, notices, actions or communications relating to the Product(s).

4. EXCHANGE OF INFORMATION.

4.1 Subject to the confidentiality obligations of Paragraph 6, the parties shall share their Know-How with each other. If necessary, each party also will provide such information to the other, to the extent reasonable, in suitable form for regulatory approval and registration purposes. Know-How that is subject to the confidentiality obligations of Paragraph 6 received by each party from the other shall only be used for the Product(s) in the Field, except with the express written consent of the other party.

4.2 Aptagen will obtain and maintain, at its cost, its Patent Right(s) covering the Product(s) in each country in which Aptagen believes patent protection to be appropriate. Customer will advise Aptagen in writing of all pending or issued patents or patent applications within Patent Rights, and provide Aptagen the opportunity to file, maintain,

renew or abandon such patents and patent applications, at Aptagen's sole cost and expense.

5. CONFIDENTIALITY AND PUBLICATIONS.

5.1 Unless otherwise provided for in this Agreement, both parties shall treat the Know-How and any and all other information and data received or derived under this Agreement as strictly confidential, and shall not disclose the same to any Third Party during the Agreement Period and for five years thereafter, except for information which:

(1) is or shall have been known to the receiving party prior to the disclosure by the other party as evidenced by written record of other proof;

(2) is or shall have been public knowledge through no fault of the receiving party;

(3) has been received from a Third Party who did not acquire it directly or indirectly from the disclosing party;

(4) needs to be disclosed to government officials for purposes of obtaining registration of the Product(s); or

(5) is compelled to be disclosed in the course of litigation by a Third Party, provided that the party compelled to make such disclosure provides the other party to this Agreement with notice of such compulsion sufficiently in advance of disclosure so as to provide such other party a reasonable time period to seek a protective order.

Notwithstanding the above, both parties may disclose such information to their legal representatives and employees, to Affiliates, to legal representatives and employees of Affiliates, and to consultants to the extent such disclosure is necessary to achieve the purposes of this Agreement, and, as required by law or regulation.

6. INDEMNIFICATION; LIABILITY; INFRINGEMENT.

6.1 Aptagen shall indemnify and hold Customer harmless from and against any and all damages, costs, expenses, and other liabilities, including, without limitation, all liability claims and damages with respect to the Product(s) sold by Aptagen, provided that a) no later than thirty days after receipt of notice by Customer of such claim, Customer shall notify Aptagen thereof; b) said damages, costs, expenses and other liabilities do not arise out of the negligence or violation by Customer of applicable laws or of its obligations under this Agreement; c) Customer fully cooperates with Aptagen in the defense of such claims without out-of-pocket cost to Customer; and d) Aptagen shall control the defense and or settlement thereof.

6.2 Aptagen shall indemnify and hold harmless Customer, its Affiliates and Licensees from and against any and all damages, costs, expenses, and other liabilities incurred by them as the result of any infringement of patent rights of any Third Party arising from the manufacture, use or sale of the Product(s); provided that no later than ten days after receipt of notice by Customer of any such claim, Customer shall notify Aptagen thereof and give Aptagen the opportunity to undertake and direct the defense and/or settlement thereof.

6.3 If Aptagen, Customer, or its respective Affiliate(s) or Licensees becomes aware of any actual or threatened infringement of any Patent Rights, such party shall promptly notify the other party in writing. Customer shall join the litigation as a party, on Aptagen's request, and/or execute all documents and instruments needed to provide Aptagen (at Aptagen's sole discretion) the right and ability to remedy the infringement; and

Customer shall otherwise assist the Aptagen and cooperate in any litigation to remedy the infringement, at Aptagen's request and without out-of-pocket expense to Customer.

7. RELATIONSHIP OF PARTIES. Both parties are independent contractors under this Agreement. Nothing contained in this Agreement is intended nor is to be construed so as to constitute Customer or Aptagen as partners or joint venturers with respect to this Agreement. Neither party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any other contract, agreement, or undertaking with any Third Party.

8. SEVERABILITY. If any part of this Agreement shall be held unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect.

9. WAIVER. No failure or delay by any party to insist upon the performance of any term or condition of this Agreement, or to exercise any right, power, or remedy hereunder consequent upon a breach hereof, shall constitute a waiver of any such term, condition, right, power, or remedy, or of any such breach, or preclude such party from exercising any such right, power, or remedy at any later time or times.

10. AGREEMENT TO PERFORM NECESSARY ACTS. Each party agrees to perform any further acts and execute and deliver any and all further documents, agreements, and/or instruments which may be reasonably necessary or desirable to carry out or effect the provisions of this Agreement.

11. BANKRUPCY OF LICENSOR. Aptagen can elect, following Licensor's rejection of this Agreement in a bankruptcy proceeding, to either: (i) treat this Agreement as terminated or (ii) retain all its rights under this Agreement to the Patent Rights or Know How, as such rights existed immediately before the bankruptcy case commenced.

IN WITNESS WHEREOF, this Agreement has been executed and is effective on the day and year first above written.

CUSTOMER	APTAGEN, INC.
By:_____	By: _____
Name, title	Name, title