EXCLUSIVE AGREEMENT

This Agreement between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY ("Stanford"), an institution of higher education having powers under the laws of the State of California, and Quest PharmaTech, Inc. ("Quest"), a corporation having a principal place of business at 8123 Roper Road NW, Edmonton, Alberta, CANADA, T6E 6S4, is effective on the 22nd day of February 2013 ("Effective Date").

1 BACKGROUND

Stanford has an assignment of an invention for antibodies useful in the treatment of cancer. It is entitled "Using the Allergic Immune System to Treat Cancer with Tumor Specific IgE Antibodies," was invented in the laboratory of (name information redacted), and is described in Stanford Docket S12-229. Stanford wants to have the invention perfected and marketed as soon as possible so that resulting products may be available for public use and benefit.

2 DEFINITIONS

2.1 "Exclusive" means that, subject to Articles 3 and 5, Stanford will not grant further licenses under the Licensed Patents in the Licensed Field of Use in the Licensed Territory.

2.2 "Licensed Field of Use" means all therapeutic uses.

2.3 "Licensed Patent" means any U.S. Patent Application filled by Stanford covering the sequences of the chimeric IgE anti-MUC1 antibody developed in (name information redacted), any foreign patent application corresponding thereto, and any divisional, continuation, or reexamination application, extension and each patent that issues or reissues from any of these patent applications. Any claim of an unexpired Licensed Patent is presumed to be valid unless it has been held to be invalid by a final judgment of a court of competent jurisdiction from which no appeal can be or is taken. "Licensed Patent" excludes any continuation-in-part (CIP) patent application or patent.

2.4 "Licensed Product" means a product or part of a product in the Licensed Field of Use:

(A) the making, using, importing or selling of which, absent this license, infringes, induces infringement, or contributes to infringement of a Licensed Patent; or

(B) which is made with, uses or incorporates any Technology.

2.5 "Licensed Territory" means worldwide.

2.6 "Net Sales" means all gross revenue derived through Quest or sublicensees, their distributors or designees, from the sale, transfer or other disposition of Licensed Product to an end user. Net Sales excludes the following items (but only as they pertain to the making, using, importing or selling of Licensed Products, are included in gross revenue, and are separately billed):

(A) import, export, excise and sales taxes, and custom duties;

(B) costs of insurance, packing, and transportation from the place of manufacture to the customer's premises or point of installation;

(C) costs of installation at the place of use; and

(D) credit for returns, allowances, or trades.

2.7 "Stanford Indemnitees" means Stanford and Stanford Hospitals and Clinics, and their respective trustees, officers, employees, students, and agents.

2.8 "Sublicense" means any agreement between the Quest and a third party that contains a grant to Stanford's Licensed Patents regardless of the name given to the agreement by the parties; however, an agreement to make, have made, use or sell Licensed Products on behalf of the Quest is not considered a Sublicense.

2.9 "Technology" means the Licensed Patents and that additional information or materials listed in Appendix D that will be provided by Stanford to Quest. Technology may or may not be confidential in nature.

2.10 "Nonexclusive Field of Use" means any diagnostic uses.

2.11 "Nonroyalty Sublicensing Consideration" means any consideration received by Quest from a sublicensee hereunder but excluding any consideration for:

(A) royalties on products sales (royalties on product sales by sublicensees will be treated as if Quest made the sale of such product);

(B) investments in Quest stock;

(C) research and development expenses calculated on a fully burdened basis;

(D) debt and

(E) reimbursement of out-of pocket patent prosecution and maintenance expenses for Patent Matters.

3 GRANT

3.1 **Grant.** Subject to the terms and conditions of this Agreement, Stanford grants Quest a license under the Licensed Patent in the Licensed Field of Use and Nonexclusive Field of Use to make, have made, use, import, offer to sell and sell Licensed Product in the Licensed Territory.

3.2 **Exclusivity.** The license is Exclusive, including the right to Sublicense under Article 4, in the Licensed Field of Use and nonexclusive in the Nonexclusive Field of Use beginning on the Effective Date and ending on the date of the last to expire of the Licensed Patents or ten years from the date of first commercial sale of a Licensed Product, whichever is longer.

3.3 **Retained Rights.** Stanford retains the right, on behalf of itself and all other non-profit research institutions, to practice the Licensed Patent and use Technology for any non-profit purpose, including sponsored research and collaborations. Quest agrees that, notwithstanding any other provision of this Agreement, it has no right to enforce the Licensed Patent against any such institution. Stanford and any such other institution have the right to publish any information included in the Technology or a Licensed Patent.

3.4 **Specific Exclusion.** Stanford does not:

(A) grant to Quest any other licenses, implied or otherwise, to any patents or other rights of Stanford other than those rights granted under Licensed Patent, regardless of whether the patents or other rights are dominant or subordinate to any Licensed Patent, or are required to exploit any Licensed Patent or Technology;

(B) commit to Quest to bring suit against third parties for infringement, except as described in Article 14; and

(C) agree to furnish to Quest any technology or technological information other than the Technology or to provide Quest with any assistance.

4 SUBLICENSING

4.1 **Permitted Sublicensing.** Quest may grant Sublicenses in the Licensed Field of Use only during the Exclusive term and only if Quest is developing or selling Licensed Products. Sublicenses with any exclusivity must include diligence requirements commensurate with the diligence requirements of Appendix A. Stanford agrees that Quest may apportion without discrimination between Quest and Stanford patents a commercially reasonable percentage of sublicensing payments made to Stanford pursuant to Section 4.6, provided however that Quest provides Stanford with the proposed apportionment and justification prior Quest's payment pursuant to Section 8.1. Stanford and Quest agree to meet to discuss such proposed apportionment if in Stanford's opinion the apportionment does not reasonably reflect the value of the Licensed Patents.

4.2 **Required Sublicensing.** If Quest is unable or unwilling to serve or develop a potential market or market territory for which there is a Quest willing to be a sublicensee, Quest will, at Stanford's request, negotiate in good faith a Sublicense with any such sublicensee. Stanford would like licensees to address unmet needs, such as those of neglected patient populations or geographic areas, giving particular attention to improved therapeutics, diagnostics and agricultural technologies for the developing world.

4.3 **Sublicense Requirements.** Any Sublicense:

(A) is subject to this Agreement;

(B) will reflect that any sublicensee will not further Sublicense;

(C) will prohibit sublicensee from paying royalties to an escrow or other similar account;

(D) will expressly include the provisions of Articles 8, 9, and 10 for the benefit of Stanford;

(E) will include the provisions of Section 4.4 and require the transfer of all the sublicensee's obligations to Quest, including the payment of royalties specified in the Sublicense, to Stanford or its designee, if this Agreement is terminated. If the sublicensee is a spin-out from the Quest, the Quest must guarantee the sublicensee's performance with respect to the payment of Stanford's share of Sublicense royalties.

4.4 **Litigation by Sublicensee.** Any Sublicense must include the following clauses:

(A) In the event sublicensee brings an action seeking to invalidate any Licensed Patent:

(1) sublicensee will double the payment paid to the Quest during the pendency of such action. Moreover, should the outcome of such action determine that any claim of a patent challenged by the sublicensee is both valid and infringed by a Licensed Product, sublicensee will pay triple times the payment paid under the original Sublicense;

(2) sublicensee will have no right to recoup any royalties paid before or during the period challenge;

(3) any dispute regarding the validity of any Licensed Patent shall be litigated in the courts located in Santa Clara County, and the parties agree not to challenge personal jurisdiction in that forum;

(4) sublicensee shall not pay royalties into any escrow or other similar account.

(B) Sublicensee will provide written notice to Stanford at least three months prior to bringing an action seeking to invalidate a Licensed Patent. Sublicensee will include with such written notice an identification of all prior art it believes invalidates any claim of the Licensed Patent.

4.5 **Copy of Sublicenses and Sublicensee Royalty Reports.** Quest will submit to Stanford a copy of each Sublicense, any subsequent amendments and all copies of sublicensees' royalty reports. Beginning with the first Sublicense, the Chief Financial Officer or equivalent will certify annually regarding the name and number of sublicensees.

4.6 **Sharing of Sublicensing Income.** Quest will pay to Stanford a portion of all Nonroyalty Sublicensing Consideration for the sublicense of Licensed Patents and Technology, as provided below:

i) Before filing of an IND: (percentage information redacted)% of Nonroyalty Income;

ii) After filing an IND : (percentage information redacted)% of Nonroyalty Income;

iii) iii) After the first regulatory approval to market: (percentage information redacted)% of Nonroyalty Income.

4.7 **Royalty-Free Sublicenses.** If Quest pays all royalties due Stanford from a sublicensee's Net Sales, Quest may grant that sublicensee a royalty-free or non-cash:

(A) Sublicense or

(B) cross-license.

5 GOVERNMENT RIGHTS

If it is found that this Agreement is subject to Title 35 Sections 200-204 of the United States Code due to government funding, then among other things, these provisions provide the United States Government with nonexclusive rights in the Licensed Patent. They also impose the obligation that Licensed Product sold or produced in the United States be "manufactured substantially in the United States." Quest will ensure all obligations of these provisions are met.

6 DILIGENCE

6.1 **Milestones.** Because the invention is not yet commercially viable as of the Effective Date, Quest will diligently develop, manufacture, and sell Licensed Product and will diligently develop markets for Licensed Product. In addition, Quest will meet the milestones shown in Appendix A, and notify Stanford in writing as each milestone is met.

6.2 **Progress Report.** By March 1 of each year, Quest will submit a written annual report to Stanford covering the preceding calendar year. The report will include information sufficient to enable Stanford to satisfy reporting requirements of the U.S. Government and for Stanford to ascertain progress by Quest toward meeting this Agreement's diligence requirements. Each report will describe, where relevant: Quest's progress toward commercialization of Licensed Product, including work completed, key scientific discoveries, summary of work-in-progress, current schedule of anticipated events or milestones, market plans for introduction of Licensed Product, and significant corporate transactions involving Licensed Product. Quest will specifically describe how Licensed Product and Licensed Patent are applicable to this Agreement.

6.3 **Clinical Trial Notice.** Quest will notify Stanford prior to commencing any clinical trials at Stanford.

7 ROYALTIES

7.1 **Issue Royalty.** No later than 45 days after receipt of the (technology information detail redacted) listed in Appendix D, Quest will determine if the (technology information detail redacted) are acceptable. Upon such acceptance in 45 days, Quest will pay to Stanford a noncreditable, nonrefundable license issue royalty of $ (royalty amount information redacted) upon signing this Agreement.

7.2 **License Maintenance Fee.** Quest will pay Stanford a yearly license maintenance fee as follows:

a) First anniversary –$(fee amount information redacted)
b) Second anniversary –$(fee amount information redacted)
c) Third anniversary and thereafter–$(fee amount information redacted).

Yearly maintenance payments are nonrefundable, but they are creditable each year as described in Section 7.6.

7.3 **Milestone Payments.** Quest will pay Stanford the following milestone payments:

a) First patient enrollment in the first Phase I study: $(milestone payment amount information redacted)

b) First patient enrollment in the first Phase 2 study: $(milestone payment amount information redacted)

c) First patient enrollment in the first Phase 3 study: $(milestone payment amount information redacted)

d) FDA approval or foreign counterpart: $(milestone payment amount information redacted)

7.4 **Earned Royalty.** Quest will pay Stanford earned royalties (Y%) on Net Sales as follows:

(royalty percentage information redacted)% of Net Sales of Licensed Product – annual sales equal to or exceeding $500M;

(royalty percentage information redacted)% of Net Sales of Licensed Product – annual sales less than $500M.

7.5 **Earned Royalty if Quest Challenges the Patent.** Notwithstanding the above, should Quest bring an action seeking to invalidate any Licensed Patent, Quest will pay royalties to Stanford at the rate of 2 x Y percent (2xY%) of the Net Sales of all Licensed Products sold during the pendency of such action. Moreover, should the outcome of such action determine that any claim of a patent challenged by Quest is both valid and infringed by a Licensed Product, Quest will pay royalties at the rate of 3 x Y percent (3xY%) of the Net Sales of all Licensed Products sold.

7.6 **Creditable Payments.** The license maintenance fee for a year may be offset against earned royalty payments due on Net Sales occurring in that year.

For example:

(A) if Quest pays Stanford a $10 maintenance payment for year Y, and according to Section 7.4 $15 in earned royalties are due Stanford for Net Sales in year Y, Quest will only need to pay Stanford an additional $5 for that year's earned royalties.

(B) if Quest pays Stanford a $10 maintenance payment for year Y, and according to Section 7.4 $3 in earned royalties are due Stanford for Net Sales in year Y, Quest will not need to pay Stanford any earned royalty payment for that year. Quest will not be able to offset the remaining $7 against a future year's earned royalties.

7.7 **Obligation to Pay Royalties.** A royalty is due Stanford under this Agreement for any activity conducted under the licenses granted. For convenience's sake, the amount of that royalty is calculated using Net Sales. Nonetheless, if certain Licensed Products are made, used, imported, or offered for sale before the date this Agreement terminates, and those Licensed Products are sold after the termination date, Quest will pay Stanford an earned royalty for its exercise of rights based on the Net Sales of those Licensed Products.

7.8 **No Escrow.** Quest shall not pay royalties into any escrow or other similar account.

7.9 **Currency.** Quest will calculate the royalty on sales in currencies other than U.S. Dollars using the appropriate foreign exchange rate for the currency quoted by the Wall Street Journal on the close of business on the last banking day of each calendar quarter. Quest will make royalty payments to Stanford in U.S. Dollars.

7.10 **Non-U.S. Taxes.** Quest will pay all non-U.S. taxes related to royalty payments. These payments are not deductible from any payments due to Stanford.

7.11 **Interest.** Any payments not made when due will bear interest at the lower of (a) the Prime Rate published in the Wall Street Journal plus 200 basis points or (b) the maximum rate permitted by law.

8 ROYALTY REPORTS, PAYMENTS, AND ACCOUNTING

8.1 **Quarterly Earned Royalty Payment and Report.** Beginning with the first sale of a Licensed Product by Quest or a sublicensee, Quest will submit to Stanford a written report (even if there are no sales) and an earned royalty payment within 30 days after the end of each calendar quarter. This report will be in the form of Appendix B and will state the number, description, and aggregate Net Sales of Licensed Product during the completed calendar quarter. The report will include an overview of the process and documents relied upon to permit Stanford to understand how the earned royalties are calculated. With each report Quest will include any earned royalty payment due Stanford for the completed calendar quarter (as calculated under Section 7.4).

8.2 **No Refund.** In the event that a validity or non-infringement challenge of a Licensed Patent brought by Quest is successful, Quest will have no right to recoup any royalties paid before or during the period challenge.

8.3 **Termination Report.** Quest will pay to Stanford all applicable royalties and submit to Stanford a written report within 90 days after the license terminates. Quest will continue to submit earned royalty payments and reports to Stanford after the license terminates, until all Licensed Products made or imported under the license have been sold.

8.4 **Accounting.** Quest will maintain records showing manufacture, importation, sale, and use of a Licensed Product for 7 years from the date of sale of that Licensed Product. Records will include general-ledger records showing cash receipts and expenses, and records that include: production records, customers, invoices, serial numbers, and related information in sufficient detail to enable Stanford to determine the royalties payable under this Agreement.

8.5 **Audit by Stanford.** Quest will allow Stanford or its designee to examine Quest's records to verify payments made by Quest under this Agreement.

8.6 **Paying for Audit.** Stanford will pay for any audit done under Section 8.5. But if the audit reveals an underreporting of earned royalties due Stanford of 5% or more for the period being audited, Quest will pay the audit costs.

8.7 **Quest Audited financial Statements.** If annual sales of Licensed Product exceed $(annual sales information redacted), Quest will provide Stanford with a copy of its annual audited financial statements showing sales and royalties of Licensed Product. The audited financial statements will disclose, at a minimum, the amount of gross sales by or on behalf of Quest during the audit period, the amount of funds owed to Stanford under this Agreement, and whether the amount owed has been paid to Stanford and is reflected in the records of Quest. Quest will submit the auditor's report promptly to Stanford upon completion. Quest will pay for the entire cost of the audit.

9 EXCLUSIONS AND NEGATION OF WARRANTIES

9.1 **Negation of Warranties.** Stanford provides Quest the rights granted in this Agreement AS IS and WITH ALL FAULTS. Stanford makes no representations and extends no warranties of any kind, either express or implied. Among other things, Stanford disclaims any express or implied warranty:

(A) of merchantability, of fitness for a particular purpose,

(B) of non-infringement or

(C) arising out of any course of dealing.

9.2 **No Representation of Licensed Patent.** Quest also acknowledges that Stanford does not represent or warrant:

(A) the validity or scope of any Licensed Patent, or

(B) that the exploitation of Licensed Patent or Technology will be successful.

10 INDEMNITY

10.1 **Indemnification.** Quest will indemnify, hold harmless, and defend all Stanford Indemnitees against any claim of any kind arising out of or related to the exercise of any rights granted Quest under this Agreement or the breach of this Agreement by Quest.

10.2 **No Indirect Liability.** Stanford is not liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or related to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

10.3 **Workers' Compensation.** Quest will comply with all statutory workers' compensation and employers' liability requirements for activities performed under this Agreement.

10.4 **Insurance.** During the term of this Agreement, Quest will maintain Comprehensive General Liability Insurance, including Product Liability Insurance, with a reputable and financially secure insurance carrier to cover the activities of Quest and its sublicensees. The insurance will provide minimum limits of liability of $(insurance amounts information redacted) and will include all Stanford Indemnitees as additional insureds. Insurance must cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement and must be placed with carriers with ratings of at least A- as rated by A.M. Best. Within 15 days of the Effective Date of this Agreement, Quest will furnish a Certificate of Insurance evidencing primary coverage and additional insured requirements. Quest will provide to Stanford 30 days prior written notice of cancellation or material change to this insurance coverage. Quest will advise Stanford in writing that it maintains excess liability coverage (following form) over primary insurance for at least the minimum limits set forth above. All insurance of Quest will be primary coverage; insurance of Stanford and Stanford Hospitals and Clinics will be excess and noncontributory.

11 EXPORT

Quest and its affiliates and sublicensees shall comply with all United States laws and regulations controlling the export of licensed commodities and technical data. (For the purpose of this paragraph, "licensed commodities" means any article, material or supply but does not include information; and "technical data" means tangible or intangible technical information that is subject to US export regulations, including blueprints, plans, diagrams, models, formulae, tables, engineering designs and specifications, manuals and instructions.) These laws and regulations may include, but are not limited to, the Export Administration Regulations (15 CFR 730-774), the International Traffic in Arms Regulations (22 CFR 120-130) and the various economic sanctions regulations administered by the US Department of the Treasury (31 CFR 500-600).

Among other things, these laws and regulations prohibit or require a license for the export or retransfer of certain commodities and technical data to specified countries, entities and persons. Quest hereby gives written assurance that it will comply with, and will cause its affiliates and sublicensees to comply with all United States export control laws and regulations, that it bears sole responsibility for any violation of such laws and regulations by itself or its affiliates or sublicensees, and that it will indemnify, defend and hold Stanford harmless for the consequences of any such violation.

12 MARKING

Before any Licensed Patent issues, Quest will mark Licensed Product with the words "Patent Pending." Otherwise, Quest will mark Licensed Product with the number of any issued Licensed Patent.

13 STANFORD NAMES AND MARKS

Quest will not identify Stanford in any promotional statement, or otherwise use the name of any Stanford faculty member, employee, or student, or any trademark, service mark, trade name, or symbol of Stanford or Stanford Hospitals and Clinics, including the Stanford name, unless Quest has received Stanford's prior written consent. Permission may be withheld at Stanford's sole discretion.

14 PROSECUTION AND PROTECTION OF PATENTS

14.1 **Patent Prosecution.** In the event that both parties agree to file a composition patent application covering the IgE antibody's sequence, subject to Stanford's approval, Quest will be responsible for preparing, filing, and prosecuting broad and extensive patent claims (including any interference or reexamination actions) for Stanford's benefit in the Licensed Territory and for maintaining all Licensed Patents. Quest will notify Stanford before taking any substantive actions in prosecuting the claims, and Stanford will have final approval on how to proceed with any such actions. To aid Quest in this process, Stanford will provide information, execute and deliver documents and do other acts as Quest shall reasonably request from time to time. Quest will reimburse Stanford for Stanford's reasonable costs incurred in complying with such requests. Stanford and Quest agree that Stanford is the client of record for the attorney prosecuting the Licensed Patents and agree to have Appendix C fully executed by the appropriate parties upon execution of this Agreement. At Stanford's request, Quest will provide all information and assistance to Stanford to ensure that Licensed Patent is as extensive as possible.

14.2 **Patent Costs.** Within 30 days after receiving a statement from Stanford, Quest will reimburse Stanford:

(A) $(patent expense amount information redacted) to offset Licensed Patent's patenting expenses, including any interference or reexamination matters, incurred by Stanford before the Effective Date; and

(B) for all Licensed Patent's patenting expenses, including any interference or reexamination matters, incurred by Stanford after the Effective Date. In all instances, Stanford will pay the fees prescribed for large entities to the United States Patent and Trademark Office.

14.3 **Infringement Procedure.** Quest will promptly notify Stanford if it believes a third party infringes a Licensed Patent or if a third party files a declaratory judgment action with respect to any Licensed Patent. During the Exclusive term of this Agreement and if the Quest is developing Licensed Product, Quest may have the right to institute a suit against or defend any declaratory judgment action initiated by this third party as provided in Sections 14.4 – 14.8.

14.4 **Stanford Suit.** Stanford has the first right to institute suit, and may name Quest as a party for standing purposes. If Stanford decides to institute suit, it will notify Quest in writing. If Quest does not notify Stanford in writing that it desires to jointly prosecute the suit within 15 days after the date of the notice, Quest will assign and hereby does assign to Stanford all rights, causes of action, and damages resulting from the alleged infringement. Stanford will bear the entire cost of the litigation and will retain the entire amount of any recovery or settlement.

14.5 **Joint Suit.** If Stanford and Quest so agree, they may institute suit or defend the declaratory judgment action jointly. If so, they will:

(A) prosecute the suit in both their names;

(B) bear the out-of-pocket costs equally;

(C) share any recovery or settlement equally; and

(D) agree how they will exercise control over the action.

14.6 **Quest Suit.** If neither Section 14.4 nor 14.5 apply, Quest may institute and prosecute a suit or defend any declaratory judgment action so long as it conforms with the requirements of this Section and Quest is diligently developing or selling Licensed Product. Quest will diligently pursue the suit and Quest will bear the entire cost of the litigation, including expenses and counsel fees incurred by Stanford. Quest will keep Stanford reasonably apprised of all developments in the suit, and will seek Stanford's input and approval on any substantive submissions or positions taken in the litigation regarding the scope, validity and enforceability of the Licensed Patent. Quest will not prosecute, settle or otherwise compromise any such suit in a manner that adversely affects Stanford's interests without Stanford's prior written consent. Stanford may be named as a party only if

(A) Quest's and Stanford's respective counsel recommend that such action is necessary in their reasonable opinion to achieve standing;

(B) Stanford is not the first named party in the action; and

(C) the pleadings and any public statements about the action state that Quest is pursuing the action and that Quest has the right to join Stanford as a party.

14.7 **Recovery.** If Quest sues under Section 14.6, then any recovery in excess of any unrecovered litigation costs and fees will be shared with Stanford as follows:

(A) any payment for past sales will be deemed Net Sales, and Quest will pay Stanford royalties at the rates specified in Section 7.4;

(B) any payment for future sales will be deemed a payment under a Sublicense, and royalties will be shared as specified in Article 4.

(C) Quest and Stanford will negotiate in good faith appropriate compensation to Stanford for any non-cash settlement or non-cash cross-license.

14.8 **Abandonment of Suit.** If either Stanford or Quest commences a suit and then wants to abandon the suit, it will give timely notice to the other party. The other party may continue prosecution of the suit after Stanford and Quest agree on the sharing of expenses and any recovery in the suit.

15 TERMINATION

15.1 **Termination by Quest.** Quest may terminate this Agreement by giving Stanford written notice at least 30 days in advance of the effective date of termination selected by Quest.

15.2 **Termination by Stanford.**

(A) Stanford may also terminate this Agreement if Quest:

(1) is delinquent on any report or payment;

(2) is not diligently developing and commercializing Licensed Product;

(3) misses a milestone described in Appendix A;

(4) is in breach of any provision; or

(5) provides any false report.

(B) Termination under this Section 15.2 will take effect 30 days after written notice by Stanford unless Quest remedies the problem in that 30-day period.

15.3 **Surviving Provisions.** Surviving any termination or expiration are:

(A) Quest's obligation to pay royalties accrued or accruable;

(B) any claim of Quest or Stanford, accrued or to accrue, because of any breach or default by the other party; and

(C) the provisions of Articles 8, 9, and 10 and any other provision that by its nature is intended to survive.

16 ASSIGNMENT

16.1 **Permitted Assignment by Quest.** Subject to Section 16.3, Quest may assign this Agreement as part of a sale or change of control, regardless of whether such a sale or change of control occurs through an asset sale, stock sale, merger or other combination, or any other transfer of:

(A) Quest's entire business; or

(B) that part of Quest's business that exercises all rights granted under this Agreement.

16.2 **Any Other Assignment by Quest.** Any other attempt to assign this Agreement by Quest is null and void.

16.3 **Conditions of Assignment.** Prior to any assignment, the following conditions must be met:

(A) Quest must give Stanford 30 days prior written notice of the assignment, including the new assignee's contact information; and

(B) the new assignee must agree in writing to Stanford to be bound by this Agreement; and

(C) Stanford must have received a $(assignment fee amount information redacted) assignment fee.

16.4 **After the Assignment.** Upon a permitted assignment of this Agreement pursuant to Article 16, Quest will be released of liability under this Agreement and the term "Quest" in this Agreement will mean the assignee.

16.5 **Bankruptcy.** In the event of a bankruptcy, assignment is permitted only to a party that can provide adequate assurance of future performance, including diligent development and sales, of Licensed Product.

17 DISPUTE RESOLUTION

17.1 **Dispute Resolution by Arbitration.** Any dispute between the parties regarding any payments made or due under this Agreement will be settled by arbitration in accordance with the JAMS Arbitration Rules and Procedures. The parties are not obligated to settle any other dispute that may arise under this Agreement by arbitration.

17.2 **Request for Arbitration.** Either party may request such arbitration. Stanford and Quest will mutually agree in writing on a third party arbitrator within 30 days of the arbitration request. The arbitrator's decision will be final and nonappealable and may be entered in any court having jurisdiction.

17.3 **Discovery.** The parties will be entitled to discovery as if the arbitration were a civil suit in the California Superior Court. The arbitrator may limit the scope, time, and issues involved in discovery.

17.4 **Place of Arbitration.** The arbitration will be held in Stanford, California unless the parties mutually agree in writing to another place.

17.5 **Patent Validity.** Any dispute regarding the validity of any Licensed Patent shall be litigated in the courts located in Santa Clara County, California, and the parties agree not to challenge personal jurisdiction in that forum.

18 NOTICES

18.1 **Legal Action.** Quest will provide written notice to Stanford at least three months prior to bringing an action seeking to invalidate any Licensed Patent or a declaration of non-infringement. Quest will include with such written notice an identification of all prior art it believes invalidates any claim of the Licensed Patent.

18.2 **All Notices.** All notices under this Agreement are deemed fully given when written, addressed, and sent as follows:

All general notices to Quest are mailed or emailed to:

Name: Madi R. Madiyalakan, CEO

Address: 8123 Roper Road NW, Edmonton, Alberta, CANADA, T6E 6S4

Email: madi@questpharmatech.com

All financial invoices to Quest (i.e., accounting contact) are e-mailed to:

Name: Pierre Vermette, CFO

Email: pierre@questpharmatech.com

All progress report invoices to Quest (i.e., technical contact) are e-mailed to:

Name: Thomas Woo, VP Product Development

Email: thomas@questpharmatech.com

All general notices to Stanford are e-mailed or mailed to:

Office of Technology Licensing

1705 El Camino Real

Palo Alto, CA 94306-1106

info@otlmail.stanford.edu

All payments to Stanford are mailed to:

Stanford University

Office of Technology Licensing

Department #44439

P.O. Box 44000

San Francisco, CA 94144-4439

All progress reports to Stanford are e-mailed or mailed to:

Office of Technology Licensing

1705 El Camino Real

Palo Alto, CA 94306-1106

info@otlmail.stanford.edu

Either party may change its address with written notice to the other party.

19 MISCELLANEOUS

19.1 **Waiver.** No term of this Agreement can be waived except by the written consent of the party waiving compliance.

19.2 **Choice of Law.** This Agreement and any dispute arising under it is governed by the laws of the State of California, United States of America, applicable to agreements negotiated, executed, and performed within California.

19.3 **Entire Agreement**. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the license and to the subject hereof. This Agreement may not be amended except by writing executed by authorized representatives of both parties. No representations or statements of any kind made by either party, which are not expressly stated herein, will be binding on such party.

19.4 **Exclusive Forum.** The state and federal courts having jurisdiction over Stanford, California, United States of America, provide the exclusive forum for any court action between the parties relating to this Agreement. Quest submits to the jurisdiction of such courts, and waives any claim that such a court lacks jurisdiction over Quest or constitutes an inconvenient or improper forum.

19.5 **Headings.** No headings in this Agreement affect its interpretation.

19.6 **Electronic Copy.** The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

The parties execute this Agreement in duplicate originals by their duly authorized officers or representatives.

THE BOARD OF TRUSTEES OF THE LELAND
STANFORD JUNIOR UNIVERSITY

Signature ______________________________

Name (signatory information redacted)

Title Director, Office of Technology Licensing

Date ______________________________

Quest PharmaTech, Inc.

Signature ____(signatory information redacted)________

Name ______________________________

Title ______________________________

Date ______________________________

Commercialization Efforts

1. (Commercialization efforts information redacted)

2.

Appendix B – Sample Reporting Form

Stanford Docket No. S -

This report is provided pursuant to the license agreement between Stanford University and (Quest Name)

License Agreement Effective Date:

Name(s) of Licensed Products being reported:

Report Covering Period	
Yearly Maintenance Fee	$
Number of Sublicenses Executed	
Gross Revenue	$
Net Sales	$
Royalty Calculation	
Royalty Subtotal	$
Credit	$
Royalty Due	$

Comments:

Appendix C – Client and Billing Agreement

The Board of Trustees of the Leland Stanford Junior University ("STANFORD"); and _Quest PharmaTech Inc.________________ a Corporation of the Province of _Alberta___________, with a principal place of business at _8123 Roper Road NW, Edmonton, Alberta, CANADA, T6E 6S4_____________, ("QUEST"); have agreed to use the law firm of _(Firm name information redacted)___________________ ("FIRM") to prepare, file and prosecute the pending patent applications listed in Exhibit A attached hereto and maintain the patents that issue thereon ("Patents").

WHEREAS, FIRM desires to perform the legal services related to obtaining and maintaining the Patents; and

WHEREAS, STANFORD remains the client of the FIRM; and

WHEREAS, QUEST is the licensee of STANFORD's interest in the Patents;

NOW THEREFORE, in consideration of the premises and the faithful performance of the convenants herein contained, IT IS AGREED:

1. FIRM can interact directly with QUEST on all patent prosecution matters related to the Patents and will copy STANFORD on all correspondence. STANFORD will be notified by FIRM prior to any substantive actions and will have final approval on proceeding with such actions. In addition, as prosecution proceeds, FIRM will notify STANFORD if there is any change in inventorship from the originally filed application.

2. QUEST is responsible for the payment of all charges and fees by FIRM related to the prosecution and maintenance of the Patents. FIRM will invoice QUEST and QUEST must pay FIRM directly for all charges. If STANFORD requests, STANFORD will be copied on all invoices and payments. FIRM must inform STANFORD within 90 days if the licensee is delinquent on payment. Otherwise, STANFORD will not be responsible for those expenses.

3. Notices and copies of all correspondence should be sent to the following:

To QUEST:

Name Madi R. Madiyalakan, Ph.D.,
Chief Executive Officer

Quest PharmaTech Inc.

8123 Roper Road NW

Edmonton, Alberta, CANADA

T6E 6S4

To STANFORD:

Name

Office of Technology Licensing
Stanford University
1705 El Camino Real
Palo Alto, CA 94306-1106

To FIRM:

Attorney Name
(firm name, lawyer name and address information redacted)

4. The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

ACCEPTED AND AGREED TO:

STANFORD

By: ______________________________

Name: (name information redacted)

Title: Director

Date: ______________________________

Quest Name

By: ______________________________

Name: Madi R. Madiyalakan

Title: CEO

Date: ______________________________

(Firm name information redacted)

By: ______________________________

Name: (name information redacted)

Title: Patent Lawyer

Date: ______________________________

Appendix D - Technology

(technology information details redacted)