8123 Roper Road NW
Edmonton, Alberta
Canada T6E 6S4

Phone: (780) 448-1400
Fax: (780) 416-0324
info@questpharmatech.com

June 1, 2015

Alberta Securities Commission
Suite 600
250 – 5th Street S.W.
Calgary, AB T2P 0R4

Re: Quest PharmaTech Inc. ("Quest") – SEDAR Filing of Material Contracts

Enclosed is a copy of Quest's material contracts entered into during the period February 1, 2014 to January 31, 2015. This SEDAR filing is being done pursuant to the requirements of National Instrument 51-102.

Sincerely,

Pierre Vermette
CFO
Quest PharmaTech Inc.
Direct Line: (780) 448-1400, ext. 217
Email: pierre@questpharmatech.com

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name redacted) Address: (Address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
May 09, 2014	Demand Loan - Cash Contribution Received	$300,000
	Subtotal	$300,000
	Tax	N/A
Total		$300,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated May 09, 2014

_____

Thomas Woo
VP Product Development
Quest PharmaTech Inc.

_____

Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name information redacted) Address: (address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
June 9, 2014	Demand Loan - Cash Contribution Received	$200,000
	Subtotal	$200,000
	Tax	N/A
Total		$200,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated June 9, 2014

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Thomas Woo
VP Product Development
Quest PharmaTech Inc.

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Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: Thomas Woo Address: (address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
October 16, 2014	Demand Loan - Cash Contribution Received	$40,000
	Subtotal	$40,000
	Tax	N/A
Total		$40,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment to be made 30 days after demand.

Dated October 16, 2014

Madi R. Madiyalakan
Chief Executive Officer
Quest PharmaTech Inc.

Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name redacted) Address: (Address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
October 24, 2014	Demand Loan - Cash Contribution Received	$50,000
	Subtotal	$50,000
	Tax	N/A
Total		$50,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated October 24, 2014

_____

Thomas Woo
VP Product Development
Quest PharmaTech Inc.

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Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: Thomas Woo Address: (address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
November 19, 2014	Demand Loan - Cash Contribution Received	$10,000
	Subtotal	$10,000
	Tax	N/A
Total		$10,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment to be made 30 days after demand.

Dated November 19, 2014

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Madi R. Madiyalakan
Chief Executive Officer
Quest PharmaTech Inc.

_____

Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name information redacted) Address: (Address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
November 24, 2014	Demand Loan - Cash Contribution Received	$18,000 U.S.
	Subtotal	$18,000 U.S.
	Tax	N/A
Total		$18,000 U.S.

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated November 24, 2014

_____

Thomas Woo
VP Product Development
Quest PharmaTech Inc.

_____

Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name information redacted) Address: (Address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
November 27, 2014	Demand Loan - Cash Contribution Received	$30,000
	Subtotal	$30,000
	Tax	N/A
Total		$30,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated November 27, 2014

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Thomas Woo
VP Product Development
Quest PharmaTech Inc.

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Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name information redacted) Address: (address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
December 3, 2014	Demand Loan - Cash Contribution Received	$30,000
	Subtotal	$30,000
	Tax	N/A
Total		$30,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated December 3, 2014

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Thomas Woo
VP Product Development
Quest PharmaTech Inc.

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Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name information redacted) Address: (address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
December 10, 2014	Demand Loan - Cash Contribution Received	$30,000 U.S.
	Subtotal	$30,000 U.S.
	Tax	N/A
Total		$30,000 U.S.

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated December 10, 2014

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Thomas Woo
VP Product Development
Quest PharmaTech Inc.

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Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name information redacted) Address: (address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
December 15, 2014	Demand Loan - Cash Contribution Received	$30,000
	Subtotal	$30,000
	Tax	N/A
Total		$30,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated December 15, 2014

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Thomas Woo
VP Product Development
Quest PharmaTech Inc.

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Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name information redacted) Address: (Address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
December 23, 2014	Demand Loan - Cash Contribution Received	$20,000
	Subtotal	$20,000
	Tax	N/A
Total		$20,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated December 23, 2014

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Thomas Woo
VP Product Development
Quest PharmaTech Inc.

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Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name information redacted) Address: (Address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
January 9, 2015	Demand Loan - Cash Contribution Received	$20,000
	Subtotal	$20,000
	Tax	N/A
Total		$20,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated January 9, 2015

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Thomas Woo
VP Product Development
Quest PharmaTech Inc.

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Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name information redacted) Address: (Address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
January 14, 2015	Demand Loan - Cash Contribution Received	$57,000
	Subtotal	$57,000
	Tax	N/A
Total		$57,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated January 14, 2015

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Thomas Woo
VP Product Development
Quest PharmaTech Inc.

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Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

Demand Loan Receipt

Payee Name: Quest PharmaTech Inc. Address: 8123 Roper Road NW Edmonton, Alberta T6E 6S4	Payer Name: (Lender name information redacted) Address: (Address information redacted)

Effective Date of Demand Loan	**Description**	**Amount**
January 29, 2015	Demand Loan - Cash Contribution Received	$100,000
	Subtotal	$100,000
	Tax	N/A
Total		$100,000

This demand loan carries an annual interest rate of 8.0 %, interest payable monthly, is unsecured with principal repayment due 30 days after demand.

Dated January 29, 2015

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Thomas Woo
VP Product Development
Quest PharmaTech Inc.

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Pierre Vermette
Chief Financial Officer
Quest PharmaTech Inc.

UNeMed Corporation

LICENSE AGREEMENT

Between

Quest PharmaTech Inc.

And

UNeMed Corporation

EFFECTIVE DATE: 03/12/2014

TABLE OF CONTENTS

License Agreement

This license agreement ("**Agreement**") effective as of this 12th day of March, 2014 ("**Effective Date**") is by and between UNeMed Corporation, a for-profit corporation with principal offices at 986099 Nebraska Medical Center, Omaha, Nebraska 68198-6099 ("**UNeMed**"), and Quest PharmaTech Inc., an Alberta corporation with principal offices at 8123 Roper Road NW, Edmonton, Alberta, Canada T6E 6S4 ("**Licensee**").

UNeMed, by agreement with the University of Nebraska Medical Center ("**UNMC**"), has the exclusive right to license patent rights and know-how relating to technology entitled, (technology information redacted)" ("**Invention**") that it desires to have utilized in the public interest.

Licensee owns the (biological materials information redacted) (the "Quest Biological Materials") that were used in the creation of the Invention.

Licensee desires to commercialize the Invention and is willing to commit to developing and bringing to market products exploiting the rights in the Invention. UNeMed is willing to grant a license under its rights in the Invention in accordance with the terms and conditions of this Agreement.

The parties hereby agree as follows:

1. DEFINITIONS

1.1. "**Affiliate**" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with a party. For the purposes of this definition, "ownership" or "control" mean: (a) possession, or the right to possession, of at least 50% of the voting stock of a corporation; (b) the power to direct the management and policies of the entity; (c) the power to appoint or remove a majority of the board of directors; or (d) the right to receive 50% or more of the profits or earnings. While an entity is entitled to the benefits of an Affiliate under this Agreement for only the period of time the entity qualifies as an Affiliate under this definition, all obligations under this Agreement of an entity while an Affiliate shall survive until their purposes are fulfilled even though the entity no longer qualifies as an Affiliate.

1.2. "**Confidential Information**" means any information or materials disclosed by one party, the **disclosing party**, to the other, the **receiving party**, identified in writing as confidential at the time of disclosure or, if first disclosed orally or observed, identified as confidential at such time and confirmed in writing within forty-five days. Confidential Information does not include any information or material that is: (a) already lawfully known to the receiving party at the time of disclosure (other than from the disclosing party) as evidenced by receiving party's written records; (b) in the public domain other than through acts or omissions of the receiving party, or anyone that obtained the information or materials from the receiving party; (c) disclosed to the receiving party by a third party who was not and is not under any obligation of confidentiality; or (d) independently developed by employees of the receiving party without knowledge of or access to the Confidential Information, as evidenced by the receiving party's written records.

1.3. "**Field**" means all fields.

1.4. "**Including**" means including without limitation.

1.5. "**Licensed Product(s)**" means any product or process: (a) that is covered by the Patent Rights and/or whose manufacture and/or use is covered by the Patent Rights; (b) the development, manufacture, use, sale or importation of which is, incorporates, uses, or is derived from, any Technical Information; or (c) meeting the qualifications of both (a) and (b).

1.6. "**Market Exclusivity**" means an exclusive benefit by grant or an exclusion under or from any Regulatory Authority relating to a Licensed Product, including orphan drug protection or data exclusivity.

1.7. "**Net Sales**" means the gross amount invoiced for Licensed Products sold, leased, transferred, performed or otherwise provided by Licensee and/or its Sublicensees, including Affiliates, less the following solely to the extent documented and attributable only to Licensed Products: (a) customary trade, quantity and cash discounts actually given; (b) returns, credits and allowances actually granted; (c) transportation and insurance, if charged separately and included in the gross invoiced amount; and (d) sales taxes or other governmental customs charges actually paid and included in the gross invoice amount, excluding value-added taxes. Net Sales on Licensed Products transferred as part of a non-cash exchange or to an Affiliate or Sublicensee shall be calculated at the amount invoiced to third parties for such Licensed Product in the same country, and if there is no such invoice to reference, then the parties shall agree on the fair market value. Net Sales accrue with the earlier of invoice, or providing Licensed Product, whether by sale, lease, transfer, performance or otherwise.

1.8. "**Patent Rights**" means the patents and/or patent applications listed on Exhibit A, *Patent Rights*, attached and incorporated herein by reference, all U.S., PCT and foreign patent applications claiming priority thereto, including divisionals, continuations and continuations-in-part, all patents issuing therefrom, all reissues and reexaminations, and any extensions of or supplementary protection certificates referencing any of the foregoing; provided; however, in each case only to the extent of the subject matter claimed therein that is fully disclosed and enabled by the specifications of the patents and/or patent applications listed in Exhibit A as of the Effective Date to satisfy 35 U.S.C. §112.

1.9. "**Product Data**" means data, including clinical data, owned or controlled by Licensee relating to a given Licensed Product.

1.10. "**Regulatory Authority**" means the U.S. Food and Drug Administration, European Medicines Agency or other similar regulatory body, agency or entity and their respective successors anywhere in the world, that grants approvals, licenses, registrations, authorizations on behalf of any national, multi-national, regional, state, or local agency, department, administration, bureau, fund, commission, council or other governmental entity necessary for to test, make, market, distribute, use or sell products in its respective jurisdiction.

1.11. "**Sublicense**" means any agreement, however captioned and regardless of how the conveyances are referred to therein, in which Licensee directly or indirectly through privity of contract: (a) grants or otherwise conveys any of the rights licensed hereunder; (b) agrees not to assert any of the rights licensed hereunder; (c) has obtained the agreement from the other party thereto not to practice any of the rights licensed hereunder; and/or (d) permits the making, offering for sale, using, selling and/or importing of Licensed Product.

1.12. "**Sublicensee**" means any third party, including an Affiliate, that enters into a Sublicense.

1.13. "**Technical Information**" means information and/or materials, including Confidential Information, describing the Invention, its manufacture and/or use, and if provided in the form of: (a) biological materials owned or developed by UNMC ("UNMC Biological Materials"), then all progeny, modifications and/or derivatives of the UNMC Biological Materials made by or on behalf of the Licensee and/or any Sublicensee are included within this definition of Technical Information (excluding any Quest Biological Materials); or (b) software or other copyrightable work, then all derivative works made by or on behalf of Licensee and/or Sublicensee are included within this definition of Technical Information.

1.14. "**Term**" means the period of time from the Effective Date until the later of the date: (a) of the last to expire of the Patent Rights; or (b) when Licensee provides the notice that all use of Technical Information has ceased in accordance with Section 2.1(ii), License; or (c) of the expiration of the last form of Market Exclusivity].

1.15. "**Territory**" means worldwide.

2. GRANT OF RIGHTS

2.1. License. Subject to the terms and conditions of this Agreement and Licensee's compliance therewith, UNeMed grants Licensee and Licensee accepts: (a) an exclusive, non-transferable license, limited to the Territory and the Field, with the right to sublicense, under the Patent Rights to make, have made, use, sell, offer for sale and import [royalty-bearing] Licensed Products; and (b) a non-exclusive, non-transferable license, limited to the Territory and the Field, to use the Technical Information to develop, manufacture and sell [royalty-bearing] Licensed Products.

(i) UNeMed will select in its discretion which of the Technical Information to make reasonably available to Licensee on an "AS IS, WHERE IS" basis in bailment solely for the use permitted above, and UNeMed has no other obligation with respect to the Technical Information. Nothing herein shall be construed as a sale of the Technical Information.

(ii) Licensee shall promptly notify UNeMed in writing in the event it and all Sublicensee permanently cease all use of the Technical Information and the rights granted regarding the Technical Information shall terminate as of the date of such notice.

(iii) Licensee shall promptly notify UNeMed in writing in each event it and/or any Sublicensee obtains Market Exclusivity, and/or creates any derivative or derivative work of Technical Information.

(iv) Licensee agrees that it is not authorized and will not practice or have practiced any patents of UNeMed other than the Patent Rights and Technical Information, and only Licensee will only practice and have practiced the Patent Rights and Technical Information in compliance with the terms of this Agreement. Further and notwithstanding anything to the contrary, Licensee agrees that UNeMed has not granted any right to sell or offer for sale any subject matter other than those specific Licensed Products for which Licensee has obtained and maintains its license hereunder.

(v) Licensee shall provide notice of its limited license and Field restrictions to prevent any implied license for other rights, including outside the Field.

2.2. Reservation of Rights. UNeMed reserves: (a) the right to practice and have practiced the Patent Rights and Technical Information, including to use, have used, make, have made, transfer and have transferred the Patent Rights and the Technical Information, in either case for research and development and/or educational purposes including clinical trials and to publish thereon; and (b) all other right, title, and interest not expressly granted in Section 2.1, *License*. Neither this Agreement or a party's performance hereunder conveys any rights, titles or interests, including any license or rights by implication, estoppel or otherwise, in or to tangible or intangible property rights that are not expressly identified and conveyed in Section 2.1, *License*.

2.3. Federal Funding. Licensee understands that the Patent Rights and Technical Information may have been conceived or first actually reduced to practice, or in the future may be first actually reduced to practice, with funding from the U.S. government. All rights granted hereunder are limited by and subject to the rights and requirements of the U.S. government which may attach as a result of such funding, including as set forth in 35 U.S.C. §§200 et al., 37 C.F.R. §401 et al. (the "**Bayh-Dole Act**"). The terms and conditions of this Agreement shall be unilaterally amended as required to comply with the Bayh-Dole Act. Licensee agrees to comply and enable UNeMed and UNMC to comply with the provisions of the Bayh-Dole Act, including promptly providing to UNeMed and UNMC information requested to meet compliance requirements, and substantially manufacturing Licensed Products, and products produced through the use of Licensed Products, in the United States.

2.4. Sublicenses. Subject to the terms and conditions of this Agreement and any Sublicense, and Licensee's and Sublicensees' compliance therewith, Licensee may convey some or all of the rights granted in Section 2.1, *License*, provided that Sublicensees shall not be entitled to further convey the rights, and Licensee agrees to convey a Sublicense on such conditioned basis to any entity that is a party to an agreement with Licensee or a Sublicensee to make, sell or import Licensed Product; each of which conveyance shall be consistent with all terms and conditions of this Agreement except that Section 11.4(a), *Assignment* shall not apply, and shall name UNeMed as a third party beneficiary. For purposes of clarity, Licensee shall include written notice in each Sublicense of all restrictions

set forth in this Agreement, including those set forth in this Section, and that the Sublicense terminates upon the termination of this Agreement, unless UNeMed in its sole discretion elects to receive assignment of such Sublicense from Licensee or negotiates a direct license with such Sublicensee, with obligations to the Sublicensee that are no greater than those to Licensee hereunder. Licensee shall have the same responsibility for the activities of any Sublicensee as if the activities were directly those of Licensee. Within seven days of each execution of a Sublicense or any amendment thereof, Licensee shall notify UNeMed and provide UNeMed with a copy of the agreement of each Sublicense.

3. FINANCIAL TERMS

3.1. License Fee. Licensee shall pay to UNeMed a non-refundable, non-creditable license fee of (license fee information redacted) within thirty days of the Effective Date.

3.2. Earned Royalty. On a quarterly basis within thirty days following the end of each calendar quarter, Licensee shall pay to UNeMed a royalty on Net Sales of Licensed Products. Royalties shall be remitted in accordance with Sections 3.5, *Payments* and 5.1, *Financial Reports.*

(a) Licensee will pay a royalty of (percentage royalty information redacted) of Net Sales of Licensed Products defined under Section 1.5(a) or (c).

(b) Licensee will pay a royalty of (percentage royalty information redacted) of Net Sales of Licensed Products defined under Section 1.5(b).

3.3. Milestone Payments. Licensee shall pay to UNeMed milestone payments in the amount specified below upon the every occurrence of each of the following milestone events anywhere in the world. Licensee shall promptly notify UNeMed of the occurrence of each of the milestone events and remit the milestone payment within thirty days of the occurrence of the milestone event.

(Milestone event and payment information redacted)

3.4. Sublicense Payments. Licensee shall pay UNeMed a percentage, in accordance with the following table in this subsection, of all remuneration due to Licensee under a Sublicense to the Patent Rights, including all upfront license fees, milestone payments, maintenance fees or other sums and the fair market value of any noncash payments including equity, release from debt, and goods or services, but excluding royalties paid by Licensee hereunder to UNeMed based on Net Sales by Sublicensees. Not included in the definition of Sublicensing Payments is income or consideration received by Licensee as payment or reimbursement for research costs incurred during the term of this agreement at

fair market value applied to the Invention and conducted by or for Licensee, including costs of materials, equipment or clinical testing ("Research Support Fee"). Upfront license fees, milestone payments, maintenance fees or any other fee not specifically directed toward research costs that are received by Licensee as payment under a Sublicense will not be considered Research Support Fees. Licensee agrees not to receive anything in lieu of cash payments for a Sublicense without prior written approval from UNeMed. Licensee shall promptly notify UNeMed of remuneration that has accrued pursuant to this Section and remit the payment therefor within thirty days of the Sublicensee's payment date to Licensee.

(sublicense payments information redacted)

3.5. Payments. All payments shall be made in U.S. dollars to UNeMed at the address designated under Section 5.5, *Notices*. Any withholding taxes which Licensee is required by law to withhold on remittance of the payments shall be deducted from the amount paid and Licensee shall furnish UNeMed with original copies of all official receipts for such taxes and cooperate with UNeMed in seeking a refund thereof. If any payments are based on foreign currency conversions, then such payments shall be made using the exchange rate published in the Wall Street Journal on the last business day of the reporting period to which the royalty payments relate or the day the payment is made to UNeMed, if earlier, and all transfer fees in connection with payment shall be borne by Licensee. Late payment shall bear interest equivalent to the prime rate as published in the Wall Street Journal on the last day of the period to which the payment relates plus 2% or the maximum percentage permitted under Nebraska usury law. Acceptance of late payments shall not negate or waive UNeMed's right to seek any other remedy, legal or equitable, to which it may be entitled.

4. DILIGENCE

4.1. Development Plan. Licensee shall develop and offer for sale Licensed Products in the Field throughout the Territory. Licensee has provided UNeMed with a development plan which describes how Licensee intends to bring Licensed Products to market, attached to this Agreement as Exhibit B, *Development Plan*, attached and incorporated herein by reference.

4.2. Development Milestones. In partial satisfaction of its obligations to bring Licensed Products to market, Licensee shall use its best commercial efforts to achieve the following commercial development milestones by the dates set forth below. Licensee shall promptly notify UNeMed upon the achievement each of the development milestones, identify whether Licensee or a Sublicensee is responsible for the achievement of such milestone, and the actual date of such achievement.

(development milestones information redacted)

4.3. Diligence Reports. Licensee shall provide UNeMed with annual reports within thirty days of each anniversary of the Effective Date describing in detail: (a) as of that reporting period, all development and marketing activities for each Licensed

Product and the names of all Sublicensees, including which of the Sublicensees are Affiliates and subcontractors; and (b) an updated development plan for the next annual period. UNeMed shall have the right to audit Licensee's and Sublicensees' records relating to development of Licensed Products to confirm compliance with the terms and conditions of this Agreement.

4.4. Requirements. Licensee's failure to: (a) substantially perform in accordance with the current development plan; (b) meet each development milestone; or (c) comply with the Bayh-Dole Act; shall, in each case, constitute a material breach of this Agreement. Notwithstanding, if Licensee determines that one or more developmental milestones needs to be re-scheduled, then the parties will agree to a reasonable revised schedule.

4.5. Multiple Applications. If information is provided in writing to Licensee by UNeMed demonstrating: (a) potential feasibility of a particular Licensed Product or use in the Field; or (b) that a third party desires the right to develop, manufacture or sell a particular Licensed Product or a particular use in the Field; and Licensee does not provide to UNeMed evidence that such Licensed Product or use is being diligently developed, manufactured or sold by Licensee or one of its Sublicensees, then Licensee shall use its best commercial efforts to promptly commence development of such Licensed Product or use, or sublicense such third party the right to the particular Licensed Product or use. If within three months of such demonstration by UNeMed Licensee has not so performed, then UNeMed may terminate this Agreement, or unilaterally convert the grant of rights in Section 2.1, *License*, to non-exclusive regarding such particular Licensed Product or use in the Field, as selected by UNeMed in its sole discretion.

5. REPORTS, RECORDS, AND NOTICES

5.1. Financial Reports. Licensee shall submit to UNeMed reports for each calendar quarter, due within forty-five days following the end of each quarter, setting forth a full accounting showing all amounts due to UNeMed, the calculation of such amounts on a Licensed Product-by-Licensed Product basis (stating the commercial name of each Licensed Product, the countries of manufacture and sale, each entity manufacturing Licensed Product and each entity generating Net Sales), including an accounting of total Net Sales with a reporting of any applicable foreign exchange rates, deductions, allowances, and charges, any milestone payments and any payments from Sublicensees. If no sales have occurred or no other payments are due, then Licensee shall submit a report so stating. Concurrent with the making of the report, Licensee shall remit the full payment due.

5.2. Records. Licensee shall keep and maintain, and shall require all Sublicensees to keep and maintain, complete, accurate, and continuous records for a period of three years following the end of the calendar year to which they pertain regarding (a) any payments due hereunder; and (b) the development of Licensed Products as required herein.

5.3. Audit. UNeMed or its representative may, upon reasonable notice during normal business hours, audit and copy the records kept by Licensee and Sublicensees. Licensee and Sublicensees shall take all steps necessary so that UNeMed within

thirty days of its request may review and copy all records at the source where the records are kept or another location reasonably requested by UNeMed. Any amount found to have been owed but not paid prior to notice to Licensee of the audit shall be paid promptly to UNeMed with interest as provided under Section 3.5, *Payments*. If the audit shows that payments were underpaid prior to notice to Licensee of the audit by 5% or more in any reporting period, then Licensee shall reimburse UNeMed for the out-of-pocket costs and expenses of the audit and all collection procedures, including of a collection action. Within thirty days of each invoice, Licensee shall also reimburse UNeMed for all costs and fees relating to obtaining any overdue amounts, including collection actions.

5.4. Status. If Licensee or any Sublicensee: (a) does not qualify as a "small entity" as that term is currently defined by the United States Patent and Trademark Office under 13 C.F.R. §121.802; or (b) is not a "small business firm" under the Bayh-Dole Act 37 C.F.R. §401.2(g) and 37 C.F.R. §401.14(a)(5), then Licensee shall immediately notify UNeMed in writing.

5.5. Notices. All notices under this Agreement shall be in writing, sent to the party at its address or facsimile number below, or as otherwise designated by the party in accordance with this provision, and duly given or made: (a) on the date delivered in person; (b) on the date transmitted by facsimile, if confirmation is received; (c) three days after deposit in the mail if sent by certified U.S. mail postage prepaid, return receipt requested; and (d) one day after deposit with a nationally-recognized overnight carrier service with charges prepaid.

If to UNeMed: UNeMed Corporation
986099 Nebraska Medical Center
Omaha, Nebraska 68198-6099
Fax (402) 559-2182
Telephone (402) 559-2468
Attention: (name information redacted)

If to Licensee: Quest Pharmatech Inc.
8123 Roper Road NW
Edmonton, Alberta, CANADA T6E 6S4
Fax (780) 416-0324
Telephone (780) 448-1400
Attention: (name information redacted)

6. CONFIDENTIALITY

6.1. Treatment of Confidential Information. Unless expressly provided herein, neither party shall disclose, use or otherwise make available the other's Confidential Information during or for five years after the earlier of termination or expiration of this Agreement. Each party agrees to treat all Confidential Information of the other party with the same degree of care it employs to protect its own confidential information.

6.2. Right to Disclose.

(a) To the extent it is reasonably necessary to fulfill its obligations or exercise its rights under this Agreement, Licensee may disclose Confidential Information of UNeMed to its Sublicensees on the condition that Licensee remains liable for the Sublicensee's compliance with this Agreement and that each Sublicensee agrees: (i) to maintain Confidential Information for at least as long as and to the same extent as Licensee is required; and (ii) is permitted to use the Confidential Information only to the extent Licensee is entitled to use the Confidential Information. Licensee agrees not to directly or indirectly disclose, use, or transfer or allow anyone accessing Confidential Information from Licensee to disclose, use or transfer any Confidential Information to UNeMed's or UNMC's detriment or to the detriment of any rights, including Patent Rights.

(b) If a party is required by law, regulation or court order, to disclose any of the Confidential Information, then it shall: (i) promptly notify the disclosing party; (ii) reasonably assist the disclosing party to obtain a protective order or other remedy of disclosing party's election; (iii) provide disclosing party prior review of any disclosure; (iv) only provide that portion of the Confidential Information that is legally required; and (v) make reasonable efforts to obtain reliable assurance that the Confidential Information shall be maintained in confidence.

6.3. Confidentiality of Agreements. Except as otherwise required by law, once executed, the specific financial terms and conditions of this Agreement, but nothing else, shall be maintained as Confidential Information of the parties. UNeMed shall have the right to disclose Confidential Information to UNMC and their respective counsel, and as necessary to meet its compliance and reporting obligations.

6.4. Injunctive Relief. Given the nature of the Confidential Information and the competitive damage that would result to the party upon unauthorized disclosure, use or transfer of their Confidential Information to any third party, the parties hereby agree that monetary damages would not be a sufficient remedy for any breach or threatened breach of this Section 6. In addition to all other rights and remedies, a party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Section 6 without the obligation to show actual monetary damages in connection therewith.

7. INTELLECTUAL PROPERTY MANAGEMENT

7.1. Responsibility. The filing, prosecution, maintenance and defense of the Patent Rights shall be the exclusive right and responsibility of Licensee. Licensee shall keep UNeMed informed and provide UNeMed an opportunity to advise and comment thereon. Licensee will follow all prosecution actions reasonably recommended by UNeMed related to the Patent as determined by the patent counsel of UNeMed. The Parties agree to nationalize the Patent Rights in the United States and shall agree on a reasonable strategy for country selection for nationalization outside of the United States. The Parties agree not to nationalize the Patent Rights in any country other than the ones that are agreed upon by both Parties. However, if Licensee sells any Licensed Product in countries

where the Patent Rights have not been nationalized then Licensee agrees to pay UNeMed royalties as defined in Section 3.2 (b). Licensee shall be responsible to pay law firms and other vendors for all costs and expenses associated with the Patent Rights ("Costs") on an ongoing basis for the duration of the Term, excluding UNeMed patent counsel costs.

7.2. Discontinuation of Support. If Licensee declines to pay any Costs, then it shall give prompt written notice to UNeMed, and upon UNeMed's receipt of such notice, all Patent Rights in and to such patent or patent application of the Patent Rights associated with the Costs that Licensee declined to pay shall revert to UNeMed, shall be excluded from the Patent Rights without requiring an amendment of this Agreement or further action by the parties, and UNeMed may license any or all of the foregoing to third parties without obligation or accounting to Licensee. If UNeMed, acting in reliance on such notice, ceases to prosecute a patent application or maintain a patent, then Licensee will not sell or have sold any product or practice any processes that would have been covered by the claims of that patent application or patent unless Licensee makes all payments, including the payment of royalties under this Agreement on the sales of that product or process in the country where such patent rights apply at the rate set for Net Sales of Licensed Products as defined in Section 1.5, *Licensed Product(s)*. If Licensee does not provide UNeMed notice at least thirty days prior to the date on which the Cost will be incurred, then Licensee shall remain responsible for the reasonable costs and expenses incurred by UNeMed.

7.3. Abandonment. If Licensee determines that it: (a) wishes to abandon any patent application or patent within the Patent Rights that was agreed upon for nationalization under section 7.1; (b) does not wish to nationalize any patent application of the Patent Rights with respect to any country that was agreed upon for nationalization under section 7.1; or (c) does not wish to defend any patent application or patent of the Patent Rights that was agreed upon for nationalization under section 7.1; then it shall give prompt written notice to UNeMed, offering UNeMed the option to continue. Licensee shall have no further obligation with respect to that specific patent application or patent of the Patent Rights, all rights in and to such patent or patent application of the Patent Rights and all patents issuing therefrom and/or patent applications filed thereafter claiming the subject matter of such Patent Rights shall revert to UNeMed, are excluded from the Patent Rights without requiring an amendment of this Agreement or further action by the parties, and UNeMed may license any or all of the foregoing to third parties without obligation or accounting to Licensee.

7.4. Patent Term Extension. The parties shall cooperate in selecting a patent within the Patent Rights to seek a term extension for or supplementary protection certificate in accordance with the applicable laws in each country in the Territory. Each party agrees to execute any documents and to take any additional actions as the other party may reasonably request in connection therewith.

7.5. Marking. All Licensed Products shall be marked in such a manner as to conform with the patent laws and practice in each country of use, shipment, sale and import, and the notice set forth in Section 2.1(v), *License*. Upon request from UNeMed, Licensee shall provide evidence of proper marking.

7.6. Infringement and Misappropriation.

(a) Licensee shall promptly inform UNeMed in writing of any alleged infringement of the Patent Rights or Technical Information along with any available evidence of such infringement lawfully in the possession of Licensee or its Sublicensees.

(b) UNeMed has the first option, but not the obligation, to enforce the Patent Rights and Technical Information against infringers or misappropriation, or otherwise act to eliminate infringement and misappropriation. UNeMed shall have the sole and exclusive right to determine whether or not any action should be taken and such proceedings shall be under the exclusive control of UNeMed unless Section 7.6(c) applies. Upon request by UNeMed, Licensee shall cooperate with UNeMed, including joining in such proceeding.

(c) If any infringement of the Patent Rights which could, in the reasonable judgment of UNeMed, be discontinued has not been discontinued within six months after written request by Licensee to UNeMed, and Licensee and any Sublicensee has fully cooperated, or if UNeMed has not by the end of such period taken action intended to abate or terminate the infringing action, and: (i) Licensee's rights under the Patent Rights are sufficient to give Licensee standing to enforce the Patent Rights without UNeMed or UNMC; and (ii) Licensee provides UNeMed with an unambiguous opinion of an outside patent counsel that the complained of activity is an infringement and that enforcement of the Patent Rights will not constitute patent misuse or abuse inequitable conduct, then Licensee shall have the right to abate such infringement, including to file a lawsuit to seek to stop such activity, at its own cost and expense. UNeMed may join in such proceedings if it elects to do so in its sole discretion and may be represented by counsel of its choosing. UNeMed will reasonably cooperate, at Licensee's expense, in any such actions. Licensee shall act in good faith to preserve UNeMed's right, title and interest in and to the Patent Rights and shall keep UNeMed advised as to the status of the litigation.

(d) Licensee is not permitted to settle any action that would impose any material obligation on or make any admission of fault on behalf of UNeMed or UNMC, including compromising the Patent Rights, without UNeMed's express written consent, which it may withhold.

(e) Nothing herein shall prevent UNeMed from requiring that Licensee grant and Licensee hereby agrees to grant such third party infringer a sublicense permitting such infringer of the Patent Rights and/or Technical Information to practice under the Patent Rights and/or Technical Information if such practice is allowed under a settlement arrangement entered into by UNeMed in good faith with a third party infringer.

7.7. Challenge by Licensee. In the event Licensee or any Sublicensee intends to challenge the validity or enforceability of any of the Patent Rights in any manner, including instituting opposition, declaratory or post-grant judgment proceedings,

Licensee shall: (a) give UNeMed ninety days' prior written notice; and (b) continue to make all payments due under this Agreement directly to UNeMed and have no right to pay into escrow or other account any such amounts. For purposes of clarity, no payment made to UNeMed is refundable or may be offset, including any amounts paid under this Agreement prior to or during the period of the challenge, even if the challenge is successful or it is otherwise determined that the Patent Rights do not include valid claims.

8. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

8.1. Representations and Warranties. Licensee warrants and represents that it:

(a) is and shall be at all times during the Term a valid legal entity existing under the law of its state of incorporation with the power to own all of its properties and assets and to carry on its business as it is currently being conducted;

(b) has the right to execute, deliver and perform this Agreement, which has been duly authorized and no further approval, corporate or otherwise, is required in order to execute, deliver and perform this valid and binding agreement;

(c) shall comply with all applicable laws, and regulations, including export controls and HIPPA, court orders, and the terms and conditions of this Agreement in its exercise of any right and/or its performance under this Agreement;

(d) shall diligently pursue the development, manufacture, and sale of Licensed Products in the Field throughout the Term; and

(e) now maintains and will continue to maintain throughout the Term and beyond insurance coverage as set forth in Section 9.3, *Insurance*.

8.2. Disclaimers. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE NOT EXPRESSLY SET FORTH IN THIS SECTION 8. EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; COURSE OF DEALING, USAGE OR TRADE PRACTICE; WITH RESPECT TO THE SCOPE, VALIDITY OR ENFORCEABILITY OF THE TECHNICAL INFORMATION AND PATENT RIGHTS; THAT ANY PATENT WILL ISSUE; AND THE NONINFRINGEMENT OF THE MANUFACTURE, USE, SALE, OFFER FOR SALE OR IMPORTATION OF THE LICENSED PRODUCTS. IN NO EVENT SHALL UNEMED OR UNMC BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES. NOTHING SHALL LIMIT UNEMED'S RIGHTS AND REMEDIES OR ABILITY TO RECOVER DAMAGES, INCLUDING INCREASED DAMAGES FOR WILLFUL INFRINGEMENT AND/OR MISAPPROPRIATION OF TRADE SECRETS IN THE EVENT UNEMED ASSERTS ITS INTELLECTUAL PROPERTY RIGHTS.

8.3. Prohibition Against Inconsistent Representations. Licensee will not make any statements, representations or warranties, or accept any liabilities or responsibilities whatsoever which are inconsistent with the terms and conditions of this Agreement.

9. INDEMNIFICATION AND INSURANCE

9.1. Indemnification. Licensee shall indemnify, hold harmless and defend UNeMed, UNMC, and the University of Nebraska, and their respective Affiliates, officers, directors, employees, students, representatives, independent contractors, agents and consultants ("**UNeMed Indemnitees**") from and against any and all claims, losses, damages, and/or liability of whatsoever kind or nature, as well as all costs and expenses, including reasonable attorneys' fees and arbitration and court costs which arise or may arise at any time out of or in connection with: (a) Licensee's and/or each Sublicensee's: (i) exercise of any right granted, including when resulting in the exhaustion of UNeMed's patent rights outside the Field or in patents other than the Patent Rights; (ii) breach of this Agreement and/or of any Sublicense; and/or (iii) act or omission of gross negligence or willful misconduct; (b) the testing, manufacture, sale, offer for sale, importation, exportation and/or use of Licensed Products, including all product liability; and/or (c) the death of or injury to person(s) or out of any damage to property.

9.2. Procedure. UNeMed shall notify Licensee of any claim or suit giving rise to Licensee's obligations under this Section 9 and permit Licensee to assume sole direction and control of the defense of the claim with counsel acceptable to UNeMed, including the right to reasonably settle such action in its sole discretion, provided that such settlement does not impose any material obligation on or make any admission of fault by UNeMed Indemnitees (including compromising the Patent Rights). Provided UNeMed is reimbursed by Licensee within thirty days receipt of each invoice, UNeMed Indemnitees will reasonably cooperate as requested, at the expense of Licensee, in the defense of the action. UNeMed Indemnitees may participate in the defense or prosecution of any claim with counsel of its choice at its own expense.

9.3. Insurance. Licensee shall continuously maintain at its own expense sufficient insurance levels throughout the Term and beyond to ensure its obligations under this Agreement, including to UNeMed Indemnitees. Evidence of adequate insurance coverage shall be provided upon request and Licensee shall provide UNeMed with at least thirty days' prior written notice of any change in or cancellation of the insurance coverage.

10. EXPIRATION AND TERMINATION

10.1. Expiration. This Agreement shall expire at the end of the Term unless earlier terminated as provided for herein.

10.2. Termination by Either Party.

(a) Either party may terminate this Agreement if the other party commits a breach and fails to remedy such breach within thirty days after receiving written notice thereof.

(b) Unless prohibited by law, this Agreement shall immediately terminate if either party enters liquidation, has a receiver or administrator appointed over any assets related to this Agreement, makes any voluntary arrangement with any of its creditors, or ceases to carry on business, or any similar event under the law of any foreign jurisdiction.

(c) Licensee shall promptly inform UNeMed of its intention to file a voluntary petition in bankruptcy or of any third party's intention to file an involuntary petition regarding Licensee. In the event termination under Section 10.2(b) is prohibited by law, Licensee agrees that UNeMed shall be entitled to relief from the automatic stay of Section 362 of Title 11 of the U.S. Code, including as such code may be amended and similar such provisions, on or against the exercise of the rights and remedies available to UNeMed, and shall make no objection to any efforts of UNeMed to effectuate such relief.

10.3. Termination by Licensee. Licensee may terminate this Agreement without cause at any time upon six months' prior written notice to UNeMed that includes an explanation of its reasons for electing to terminate this Agreement. If such termination is prior to the third anniversary of the Effective Date of this Agreement, then Licensee shall pay UNeMed a relicensing fee of (relicensing information redacted) due within thirty days of notice of termination by Licensee.

10.4. Termination by UNeMed. UNeMed does not license its rights to entities that bring suit against UNeMed, UNMC, or the University of Nebraska, and as such, UNeMed may immediately terminate this Agreement if Licensee or any of its Sublicensees directly or indirectly brings any action or proceeding against UNMC, UNeMed or the University of Nebraska, such entities including any pertaining to intellectual property owned thereby, unless such action is for an uncured material breach of this Agreement or another valid contract by UNeMed, UNMC or the University of Nebraska, as applicable. In the event UNeMed is a prevailing party in such suit, Licensee agrees to promptly reimburse UNeMed for all costs and expenses including reasonable attorneys' fees and court costs associated therewith at the conclusion of such action.

10.5. Surviving Rights and Obligations. The termination or expiration of this Agreement does not relieve either party of its rights and obligations that have previously accrued. Rights and obligations that by their nature prescribe continuing rights and obligations shall survive the termination and expiration of this Agreement. Upon the earlier of termination or expiration of this Agreement, all rights granted immediately revert to UNeMed. Upon termination but not the expiration of this Agreement, Licensee agrees not to practice or have practiced the Patent Rights or the Technical Information. Upon the termination or expiration of the Agreement, receiving party shall return or certify the destruction of the Confidential Information, at the disclosing party's election. Licensee and its Sublicensees shall provide an accounting for and pay, within thirty days of termination or expiration, all amounts that have accrued up to the date of such expiration or termination.

11. MISCELLANEOUS PROVISIONS

11.1. Governing Law and Venue. This Agreement shall be governed by the laws of the state of Nebraska, without regard to any conflicts of laws principles thereof. In any litigation or arbitration arising under or relating to this Agreement, including collection actions, the prevailing party or parties shall be entitled to seek recovery of documented attorneys' fees and litigation and arbitration costs and expenses. Licensee agrees that any litigation or arbitration rising out of or relating to this Agreement that is not barred by sovereign immunity shall be conducted by a court of competent jurisdiction in Douglas County, Omaha, Nebraska. Licensee agrees to avail itself of such courts. Nothing herein shall be construed as a waiver of sovereign immunity.

11.2. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of law, such invalidity or non-enforceability shall not in any way affect the validity or enforceability of the remaining provisions or enforceability of those terms and conditions in any jurisdiction where they are valid and enforceable. The parties desire the terms and conditions herein to be valid and enforced to the maximum extent not prohibited by law, regulation or court order in a given jurisdiction and as such, any invalid or unenforceable terms and conditions will be reformed by the parties to effectuate the intent of the parties as evidenced on the Effective Date.

11.3. Export Controls. It is understood that UNeMed is subject to U.S. laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities that may require a license from the applicable agency of the U.S. government and/or may require written assurances by Licensee that it will not export data or commodities to certain foreign countries without prior approval of such agency. UNeMed takes no position on whether a license is required, or that if required, whether it will be issued.

11.4. Assignment.

(a) Without the prior written consent of UNeMed, Licensee may assign or transfer this Agreement and/or its rights and obligations hereunder only to the assignee or transferee in an Asset Sale provided that: (i) Licensee is not in breach of the Agreement in any respect; (ii) such assignment or transfer is not in connection with an assignment to creditors, an insolvency event, or the result of declaring bankruptcy; and (iii) the assignee or transferee, as applicable, agrees in writing to assume all obligations and liabilities of Licensee, including under this Agreement to UNeMed. Licensee shall provide notice of any assignment or transfer of this Agreement to UNeMed along with a copy of the writing required in (iii) above.

(b) UNeMed may assign or transfer this Agreement, the Patent Rights, Technical Information, its obligations and/or benefits hereunder without the consent of Licensee.

(c) This Agreement is binding on the parties and their respective permitted successors and assigns, and inures to the sole benefit of the parties and their respective permitted successors and assigns.

(d) Notwithstanding anything to the contrary in this Agreement, this Agreement cannot be assumed or assigned by Licensee, any trustee acting on behalf of the assets of Licensee or otherwise, including in connection with Licensee's insolvency, liquidation, appointment over any assets related to this Agreement, voluntary or involuntary arrangement with any of its creditors, ceasing to carry on its business or any similar event under the law of any foreign jurisdictions, unless such assignee provides evidence satisfactory to Licensor that such assignee has the capability to perform as required by Section 4, *Diligence*.

(e) Any conveyance, including any assignment, delegation or transfer, in contravention with the terms and conditions of this Agreement is null and void.

11.5. Use of Names. Licensee shall not use the names, trademarks, or any adaptation of any names, trademarks or any adaptation of the foregoing, of the UNMC or the University of Nebraska, or any of their respective employees without prior written consent in each separate case, except that the parties may state that Licensee is licensed under the Patent Rights and Technical Information. A party may issue a press release or other form of public announcement regarding the execution of this Agreement only after the other party has given its written approval, provided that such approval will not be unreasonably withheld.

11.6. Independent Contractors. Nothing contained in this Agreement shall place the parties in a partnership, employment, joint venture or agency relationship and neither party shall have the right or authority to obligate or bind the other party on its behalf.

11.7. Registration of Licenses. Licensee agrees to register a redacted version of this Agreement (if permitted) and give required notice concerning this Agreement, at its expense, in each country where an obligation under law exists to so register or give notice, including if necessary to avoid compulsory licensing of the Patent Rights.

11.8. Entire Agreement. This Agreement, including its Exhibits, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications, agreements or understandings, written or oral. Except as provided in Sections 2.3, *Federal Funding*, 4.5, *Multiple Applications*, 7.2, *Discontinuation of Support*, and 7.3, *Abandonment*, any amendment to this Agreement must be in writing and signed by both parties. The delay or failure to assert a right or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition. A valid waiver must be executed in writing and signed by the party granting the waiver. Each party acknowledges that it was provided an opportunity to seek advice of counsel and as such this Agreement shall not be strictly construed against the drafter.

The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

UNeMed Corporation

Signature: _____

Name: (name information redacted)

Title: _____

Date: _____

Licensee

Signature _____

Name: (name information redacted)

Title: _____

Date: _____

Signature _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

(Patent Rights Information Redacted)

EXHIBIT B

(Development Plan Information Redacted)

EXCLUSIVE SUPPLY AND DISTRIBUTION AGREEMENT

This Agreement (the "Agreement") dated as of May 12, 2014 is entered into between Smart Cell Tec Inc., a company organized and existing under the laws of Korea (Smart Cell Tec), having a place of business at (Address information redacted) and Quest PharmaTech Inc., a corporation incorporated under the laws of the Province of Alberta ("Quest"), having a place of business at 8123 Roper Road NW, Edmonton, Alberta, Canada, T6E 6S4.

WITNESSETH:

WHEREAS Quest requires a supply of products hereinafter more particularly specified, and

WHEREAS Smart Cell Tec is desirous for Quest to become the exclusive distributor for selling such products;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth in this Agreement, the parties agree as follows:

1. DEFINITIONS

1.1 "Dollars" shall mean the lawful currency of Canada;
1.2 "Products" shall mean the ingredients and/or final products to be produced and supplied by Smart Cell Tec in accordance with the Specifications, listed in Article 2 – Products;
1.3 "Specifications" shall mean the specifications of the ingredients and/or Products which is mutually agreed upon by both parties and attached as Appendix I to the Agreement hereof.

2. PRODUCTS

Smart Cell Tec hereby appoints Quest as its exclusive distributor to sell the contractual Products or the Product Ingredients mentioned below. Smart Cell Tec agrees to support Quest in its role as distributor of Products and Quest shall have the first right of refusal to distribute any new Products developed by Smart Cell Tec. Products are as follows and shall be added by mutual agreement of the parties:

(Products information redacted)

3. QUANTITY

Quest shall purchase a minimum of (minimum quantity information redacted) of all Products from Smart Cell Tec.

4. TERRITORY

The Territory shall be worldwide, excluding Korea.

5. PRICE

The price charged by Smart Cell Tec to Quest for the Products is as attached as Appendix II to the Agreement.

6. PAYMENT

Payment shall be made by Quest within 30 days of receipt of invoice for Products ordered.

7. CONFIRMATION OF ORDERS

Quest shall submit purchase orders to Smart Cell Tec completely in accordance with the Specifications and trade terms agreed with Smart Cell Tec. The purchase orders for each shipment shall reach Smart Cell Tec a minimum of 45 days before the date of shipment.

8. ABILITY TO SUPPLY

In the event that Smart Cell Tec is unable to supply the Smart Cell Tec amount of Products ordered by Quest, Quest shall have the ability to source Products from other manufacturers in order to meet Quest's Product demand. In this case, Smart Cell Tec shall assist Quest to transfer the manufacturing process.

9. TITLE AND RISK

Title and all risks of loss or damage to the Products shall pass from Smart Cell Tec to Quest when the Products have passed the ship's rail at the loading port.

10. ARRANGEMENTS FOR SHIPMENT

Smart Cell Tec shall make arrangements for the shipment of the Products.

11. INSPECTION

All Products ordered are subject to inspection by Quest.

12. SMART CELL TEC OBLIGATIONS

Smart Cell Tec shall be responsible to provide Quest with finished Product manufacturing support for any Product manufacturing to be undertaken by Quest or its affiliates. Quest shall reimburse Smart Cell Tec for any reasonable expenses incurred by Smart Cell Tec in connection with such support.

13. WARRANTY AND CLAIM

A) Smart Cell Tec warrants that the Products shall conform to the Specifications, No other warranties including without limitation warranties of merchantability or fitness for any particular purpose, are made by Smart Cell Tec.
B) In no event shall Smart Cell Tec be liable for any indirect or consequential damage including but not limited to damage to property resulting from the use, transportation, sale or storage of the Products.
C) Any claims by the parties shall be limited to the invoiced amount..

14. TERMINATION

Either party may terminate this Agreement immediately by providing written notice to the other party as follows:

a) If the other party winds up or goes bankrupt,

Either party may terminate this Agreement if the other party breaches the Agreement as follows:

b) If the other party breaches any material provision hereof,
c) When the parties do not conduct a transaction within the past 6 months, or
d) When the purchased amount of Products for the year fails to reach the agreed upon minimum purchase amount.

by sending written notice to the other party and providing the other party with a 30 day period to cure the breach.

15. FORCE MAJEURE

Smart Cell Tec shall not be liable for any delay, non-performance or any other default in performance of the obligations hereunder due to the occurrence of any event of force majeure, which includes prohibition of exportation, operation of laws, regulations and orders, war, riot, strike, fire, explosion, flood, typhoon, hurricane, tidal wave, earthquake, act of God, any other causes beyond the reasonable control of the parties.

On the occurrence of any event of force majeure, Smart Cell Tec shall have the option either to extend the time performing affected obligations during such period as the event of force majeure continues.

If Smart Cell Tec exercises such option, Quest shall accept such extension of time or termination, as the case may be, without any claim against Smart Cell Tec.

16. TAXES

Quest shall bear all taxes, import duties and any other charges in connection with the performance of its obligations and duties within this Agreement.

17. ASSIGNMENT

Quest shall not assign its rights under this Agreement, in whole or in part, to any person without obtaining the prior written consent of Smart Cell Tec.

18. NOTICE

Any notice or notification, order, instruction or other document to be delivered or supplied pursuant to the Agreement hereunder shall be in writing and shall be deemed to have been given if personally delivered or faxed or delivered by an international express service;

If to Smart Cell Tec:

(address / contact information redacted)

If to Quest:

Quest PharmaTech Inc.
8123 Roper Road NW
Edmonton, Alberta, Canada
T6E 6S4
Fax # (780) 416-0324

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supercedes all prior communications and agreements with regard to the same.

20. TERM

This Agreement when duly signed by the parties concerned shall remain in force for a period of (agreement term information redacted) to be effective from the date signed and may be extended by mutual agreement between the parties a further (agreement term information redacted) upon expiration of the Agreement.

21. GOVERNING LAW

This Agreement shall be made and construed in accordance with the laws of the Province of Alberta.

22. ARBITRATION

Any dispute which may arise in connection with this agreement shall, unless settled by amicable arrangement between the parties hereto, be settled by arbitration to the International Dispute Resolution Procedures and Arbitration Rules of the Canadian and American Arbitration Association (the "Rules") by a panel of up to three (3) arbitrators appointed in accordance with such Rules. Any such arbitration shall be held in a mutually agreed location and will be conducted in the English language. Either Party may by notice to the other demand arbitration of any dispute under this Agreement. The decision of the Arbitrator (or a majority of the arbitrators) will be final and binding upon the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Smart Cell Tec Inc.

By _____
(Signature)
(name information redacted)

Quest PharmaTech Inc.

By _____
(Signature)
(name information redacted)

Appendix I

(Products Information Redacted)

Appendix 2

(Pricing Information Redacted)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") dated as of July 29, 2014 (the "Effective Date") is entered into between QUEST PHARMATECH INC., a corporation incorporated under the laws of province of Alberta ("QUEST"), having a place of business at 8123 Roper Road NW, Edmonton, Alberta, Canada, T6E 6S4, and BIO CELTRAN Co. Ltd., a Korean limited liability company incorporated in Korea ("BIO CELTRAN"), having a place of business at (Address information redacted) (QUEST and BIO CELTRAN collectively referred to as the "Parties" and separately as a "Party"). This Agreement supercedes all prior versions of the Agreement between the Parties.

WHEREAS BIO CELTRAN has experience in the development of cosmetics and dermatological pharmaceuticals and owns the rights to the BIO CELTRAN Protein Transduction technology for all applications (the "BIO CELTRAN PTD Technologies").

WHEREAS QUEST has experience in the area of photodynamic therapy and owns the rights to QUEST's PhotoDynamic Therapy technology for dermatology and oncology (the "QUEST PDT Technologies").

WHEREAS BIO CELTRAN desires to obtain an exclusive license under Quest's rights in the QUEST PDT Technologies with the objective to further develop the QUEST PDT Technologies and the BIO CELTRAN PTD Technologies within BIO CELTRAN and market the Products on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the terms defined in this Section 1 shall have the respective meanings set forth below:

1.1 "Affiliate" shall mean, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with, such Person. A Person shall be regarded as in control of another Person if it owns, or directly or indirectly controls, at least fifty percent (50%) of the voting stock or other ownership interest of the other Person, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of the other Person by any means whatsoever.

1.2 "Development Monitoring Committee" shall mean the committee, comprising at least one (1) representative from each of QUEST and BIO CELTRAN, responsible for reviewing, setting priorities and monitoring the development of the Technology by BIO CELTRAN and its Affiliates.

1.3 "Field" shall mean the prevention, treatment, diagnosis, detection, monitoring or predisposition testing of all diseases, states or conditions in humans or other animals relating to applications of the Technology.

1.4 "IP Rights" shall mean, collectively, the Patent Rights and the Know-How Rights.

1.5 "Know-How Rights" shall mean all trade secret and other know-how rights in and to all data (including manufacturing data, preclinical and clinical data, the specifications of ingredients, manufacturing processes, formulation processes, sourcing information, quality control and testing procedures), information, compositions and other technology (including, but not limited to, biological, chemical, pharmacological, toxicological, clinical, assay, formulae, procedures, protocols, techniques and results of experimentation and testing) which are necessary or useful to make, use, develop, sell or seek regulatory approval to market a composition, or to practice any method or process, at any time claimed or disclosed in any issued patent or pending patent application within the Patent Rights or which otherwise relates to the Technology in the Field.

1.6 "Patent Rights" shall mean (a) the patents and patent applications listed on Exhibit A and B hereto, (b) all U.S. and foreign patents and patent applications in the Territory that claim or cover the Technology in the Field in which QUEST or BIO CELTRAN heretofore or hereafter have an ownership or (sub)licensable interest, (c) all divisions, continuations, continuations-in-part, provisional applications, registrations, confirmations, re-examinations, supplementary protection certificates and the like that claim priority to, or common priority with, the patent applications listed in clauses (a) and (b) above or the patent applications that resulted in the patents described in clauses (a) and (b) above, and (d) all patents that have issued or in the future issue from any of the foregoing patent applications, including utility, model and design patents and certificates of invention, together with any reissues, renewals, extensions or additions thereto.

1.7 "Net Sales" shall mean, with respect to any Product, the gross sales price of such Product invoiced by BIO CELTRAN or its Affiliate to customers who are not Affiliates (or are Affiliates but are the end users of such Product) less, to the extent actually paid or accrued by BIO CELTRAN or its Affiliate and not reimbursed to BIO CELTRAN or its Affiliate (as applicable), (a) credits, allowances, discounts and rebates to, and chargebacks from the account of, such customers for nonconforming, damaged, out-dated and returned Product; (b) freight and insurance costs incurred by BIO CELTRAN or its Affiliate (as applicable) in transporting such Product to such customers; (c) cash, quantity and trade discounts, rebates and other price reductions for such Product given to such customers under price reduction programs; (d) sales, use, value-added and other direct taxes incurred on the sale of such Product to such customers; (e) customs duties, tariffs, surcharges and other governmental charges incurred in exporting or importing such Product to such customers; (f) sales commissions incurred on the sale of such Product to such customers; and (g) an allowance for uncollectible or bad debts determined in accordance with generally accepted accounting principles.

1.8 "Person" shall mean an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed here.

1.9 "QUEST Product(s)" shall mean any product related to the QUEST PDT Technologies, in all dosage forms, formulations, presentations, line extensions and package

configurations, that if made, used, sold, offered for sale or imported absent the granted hereunder would infringe a Valid Claim, or that otherwise uses or incorporates the Know-How Rights.

1.10 "BIO CELTRAN Product(s)" shall mean any product related to the BIO CELTRAN PTD Technologies, in all dosage forms, formulations, presentations, line extensions and package configurations, that if made, used, sold, offered for sale or imported absent the granted hereunder would infringe a Valid Claim, or that otherwise uses or incorporates the Know-How Rights.

1.11 "Products" shall mean all products approved by the Development Monitoring Committee including QUEST Products and BIO CELTRAN Products.

1.12 "QUEST In-Licenses" shall mean all agreements (as modified, amended or restated as of the Effective Date), pursuant to which QUEST or its Affiliates derive any right, title or interest in or to the IP Rights.

1.13 "Royalty Term" shall mean, with respect to each Product in each country, the term for which a Valid Claim remains in effect and would be infringed but for the granted by this Agreement, by the use, offer for sale, sale or import of such Product in such country.

1.14 "Technology" shall mean all compositions, devices, methods, uses, technology, data and information comprising, responsible for, resulting from or relating to (a) the QUEST PDT Technologies and, (b) the BIO CELTRAN PTD Technologies, for use in the Field.

1.15 "Territory" shall mean the entire world.

1.16 "Third Party" shall mean any Person other than QUEST and BIO CELTRAN and their respective Affiliates.

1.17 "Valid Claim" shall mean any claim of an issued and unexpired U.S. or foreign patent included within the Patent Rights, which has not expired, lapsed, or been cancelled, or been held permanently revoked, unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise.

2. REPRESENTATIONS AND WARRANTIES

2.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party as follows:

2.1.1 Such Party is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated.

2.1.2 Such Party (a) has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder, and (b) has taken all necessary corporate action on its part to authorize the execution and delivery of this Agreement

and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against such Party in accordance with its terms.

2.1.3 All necessary consents, approvals and authorizations of all governmental authorities and other Persons required to be obtained by such Party in connection with this Agreement have been obtained.

2.1.4 The execution and delivery of this Agreement and the performance of such Party's obligations hereunder (a) do not conflict with or violate any requirement of applicable laws or regulations, and (b) do not conflict with, or constitute a default under, any contractual obligation of it.

2.2 QUEST and BIO CELTRAN hereby further represent and warrant to each other as follows:

2.2.1 QUEST and BIO CELTRAN (a) are the sole owners or exclusive licensees of the IP Rights, and except as QUEST and BIO CELTRAN have expressly informed each other in writing prior to the date of this Agreement, have not granted to any Third Party any license or other interest in the IP Rights in the Territory in the Field, (b) are not aware of any Third Party patent, patent application or other intellectual property rights that would be infringed (i) by practicing any process or method or by making, using or selling any composition which is claimed or disclosed in the Patent Rights or which constitutes Know-How Rights, or (ii) by making, using or selling Products in the Territory in the Field, and (c) are not aware of any infringement or misappropriation by a Third Party of the IP Rights in the Territory in the Field.

2.2.2 QUEST and BIO CELTRAN have provided to each other with complete and correct copies of all QUEST and BIO CELTRAN In-Licenses, and there have been no modifications, amendments or restatements other than as provided to each Party prior to the Effective Date. The In-Licenses are in full force and effect in accordance with their terms. After giving effect to this Agreement, there exist no breaches, defaults or events which would (with the giving of notice, the passage of time or both) give rise to a breach, default or other right to terminate or modify any In-License. QUEST and BIO CELTRAN have not transferred or granted, and QUEST and BIO CELTRAN shall not transfer or grant, to any Third Party any license or other interest in the agreements, in each case for use in the Territory in the Field.

3. LICENSE GRANT AND FEES

QUEST hereby grants to BIO CELTRAN an exclusive license (with the right to grant sublicenses through multiple tiers) under the IP Rights to conduct research and to develop, make, have made, use, market, offer for sale and import Products in the Territory for use in the Field. Within 30 days of the execution of this Agreement, BIO CELTRAN shall pay to QUEST a non-refundable license fee of (License fee information redacted).

4. FINANCIAL CONSIDERATIONS (all figures are in South Korean Won)

4.1 Equity Purchase.

QUEST shall have the option to purchase (share information redacted) existing shares of BIO CELTRAN in return for (purchase information redacted), subject to the bylaws of BIO CELTRAN. Within 30 days following QUEST's investment of (investment information redacted) into BIO CELTRAN, QUEST will receive (share information redacted) existing shares of BIO CELTRAN. The investment may be considered as Foreign Entity investment into BIO CELTRAN.

4.2 BIO CELTRAN Working Capital.

Within (period of time information redacted) following the execution of this Agreement, third party investors ("Investors") shall invest (investment information redacted) in BIO CELTRAN in exchange for shares of BIO CELTRAN, and QUEST's ownership interest in BIO CELTRAN shall not be less than (percentage information redacted) unless all other shareholders of BIO CELTRAN are diluted equally. Within (period of time information redacted) following the execution of this Agreement, Investors shall invest (investment information redacted) into BIO CELTRAN in exchange for BIO CELTRAN shares. The acceptance of such terms may not be unreasonably withheld.

4.3 Sale of Assets.

At anytime, should an asset of BIO CELTRAN be sold, then QUEST, as a shareholder of BIO CELTRAN, will receive proceeds of such divestiture in proportion to its shareholding of BIO CELTRAN.

4.4 Up-Front, Milestone and Sale of Technology Payments.

BIO CELTRAN will pay quarterly to QUEST (percentage information redacted) of net receipts of QUEST Product up-front and milestone payments upon licensing and/or sale of the QUEST PDT Technologies.

4.5 QUEST Product Sales and Royalty Income.

QUEST Product Sales and Royalty Income. During the applicable Royalty Term for a QUEST Product, subject to the terms and conditions of this Agreement, BIO CELTRAN shall pay quarterly to QUEST the following on QUEST Product sales and royalty income:

10% for such Net Sales and royalty income received by BIO CELTRAN or its Affiliates on sales of QUEST Products and royalty income resulting out of licensing arrangements, after the first sales commence.

4.6 Dividend Payments. If BIO CELTRAN receives substantial payments which in total or in part are paid to BIO CELTRAN shareholders as dividends, QUEST will receive its share of such dividend payments in proportion to its shareholdings in BIO CELTRAN.

4.7 Royalty Term. BIO CELTRAN's obligation to pay the royalty income with respect to a QUEST Product will continue, on a country-by-country and Product-by-Product basis, until expiration of the last Valid Claim in a Patent in such country, where such Valid Claim claims the composition of such QUEST Product or for (period of time information redacted) Years from the date of execution of this Agreement, whichever is longer.

5. ROYALTY REPORTS AND ACCOUNTING

5.1 Royalty Reports. Within sixty (60) days after the end of each calendar quarter during the term of this Agreement following receipt by BIO CELTRAN or its Affiliates of any sales revenue, BIO CELTRAN shall furnish to QUEST a quarterly written report showing in reasonably specific detail the calculation of any sales of assets, milestone payments, product sales and royalty income during such calendar quarter;

5.2 Audits.

5.2.1 Upon the written request of QUEST and not more than once in each calendar year, BIO CELTRAN shall permit an independent certified public accounting firm of nationally recognized standing selected by QUEST and reasonably acceptable to BIO CELTRAN, at QUEST's expense, to have access during normal business hours to such of the financial records of BIO CELTRAN as may be reasonably necessary to verify the accuracy of the payment reports hereunder for the eight (8) calendar quarters immediately prior to the date of such request (other than records for which QUEST has already conducted an audit under this Section.

5.2.2 If such accounting firm concludes that additional amounts were owed during the audited period, BIO CELTRAN shall pay such additional amounts within thirty (30) days after the date QUEST delivers to BIO CELTRAN such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by QUEST; provided, however, if the audit discloses that the royalties or other amounts payable by BIO CELTRAN for such period are more than one hundred five percent (105%) of the royalties or other amounts actually paid for such period, then BIO CELTRAN shall pay the fees and expenses charged by such accounting firm plus interest of prime plus 2% on the under-reported amount.

5.2.3 QUEST shall cause its accounting firm to retain all financial information subject to review under this Section 5.2 in strict confidence; provided, however, that BIO CELTRAN shall have the right to require that such accounting firm, prior to conducting such audit, enter into an appropriate non-disclosure agreement with BIO CELTRAN regarding such financial information. The accounting firm shall disclose to QUEST only whether the reports are correct or not and the amount of any discrepancy. No other information shall be shared. QUEST shall treat all such financial information as BIO CELTRAN's Confidential Information

6. PAYMENTS

6.1 Payment Terms. Royalties and other amounts shown to have accrued by each royalty report provided for under Section 5.1 above shall be due on the date such royalty report is due. Payment of royalties and other amounts in whole or in part may be made in advance of such due date.

7. DEVELOPMENT and COMMERCIALIZATION OBLIGATIONS

7.1 Research and Development Efforts. BIO CELTRAN shall be responsible for the cost of Product and clinical development, including Product improvements, and for agreed upon future product development. BIO CELTRAN shall also be responsible for registration of the Products in the Territory. BIO CELTRAN shall use commercially reasonable efforts to develop, market and sell Products in the Territory. QUEST shall be responsible to provide technical support required for the development of the QUEST Products at a reasonable cost.

7.2 Records. BIO CELTRAN shall maintain records, in sufficient detail and in good scientific manner, which shall reflect all work done and results achieved in the performance of its research and development regarding the Products.

7.3 Reports. Within ninety (90) days following the end of each calendar year during the term of this Agreement, BIO CELTRAN shall prepare and deliver to QUEST a written summary report which shall describe (a) the research performed to date employing the IP Rights, (b) the progress of the development, and testing of Products in clinical trials, and (c) the status of obtaining regulatory approvals to market Products.

7.4 Development Monitoring Committee. The Development Monitoring Committee shall be responsible for reviewing, setting priorities and monitoring the development of the Technology by BIO CELTRAN and its Affiliates. Each Party shall appoint its representatives to the Development Monitoring Committee from time to time (initially not later than one hundred eighty (180) days following the Effective Date), and may substitute one or more of its representatives, in its sole discretion, effective upon written notice to the other Party of such change. The Development Monitoring Committee shall meet not less than twice each calendar year until the first commercial sale of a Product in the Territory for use in the Field. At such meetings, the Development Monitoring Committee shall discuss the development of the Technology by BIO CELTRAN and its Affiliates and the results thereof. Each Party may permit such visitors to attend meetings of the Development Monitoring Committee as the Parties mutually agree. In the event of a dispute within the Development Monitoring Committee, the Board of Directors of BioCeltran shall be responsible to resolve the dispute and decide the outcome. Each Party shall be responsible for its own costs in connection with the meetings of the Development Monitoring Committee.

8. CONFIDENTIALITY

8.1 Confidential Information. During the term of this Agreement, and for a period of five (5) years following the expiration or earlier termination hereof, each Party shall maintain in

confidence all information of the other Party that is disclosed by the other Party and identified as, or acknowledged to be, confidential at the time of disclosure (the "Confidential Information"), and shall not use, disclose or grant the use of the Confidential Information except on a need-to-know basis to the directors, officers, affiliates, employees, permitted assignees and agents, consultants, clinical investigators or contractors of such Party, to the extent such disclosure is reasonably necessary in connection with performing its obligations or exercising its rights under this Agreement. To the extent that disclosure is authorized by this Agreement, prior to disclosure, each Party hereto shall obtain agreement of any such Person to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement. Each Party shall notify the other promptly upon discovery of any unauthorized use or disclosure of the other Party's Confidential Information.

8.2 Permitted Disclosures. The confidentiality obligations contained in Section 8.1 above shall not apply to the extent that (a) any receiving Party (the "Recipient") is required (i) to disclose information by law, regulation or order of a governmental agency or a court of competent jurisdiction, or (ii) to disclose information to any governmental agency for purposes of obtaining approval to test or market a product, provided in either case that the Recipient shall provide written notice thereof to the other Party and sufficient opportunity to object to any such disclosure or to request confidential treatment thereof; or (b) the Recipient can demonstrate that (i) the disclosed information was public knowledge at the time of such disclosure to the Recipient, or thereafter became public knowledge, other than as a result of actions of the Recipient in violation hereof; (ii) the disclosed information was rightfully known by the Recipient (as shown by its written records) prior to the date of disclosure to the Recipient by the other Party hereunder; (iii) the disclosed information was disclosed to the Recipient on an unrestricted basis from a source unrelated to any Party to this Agreement and not under a duty of confidentiality to the other Party; or (iv) the disclosed information was independently developed by the Recipient without use of the Confidential Information disclosed by the other Party. Notwithstanding any other provision of this Agreement, BIO CELTRAN may disclose Confidential Information of QUEST relating to information developed pursuant to this Agreement to any Person with whom BIO CELTRAN has, or is proposing to enter into, a business relationship, as long as such Person has entered into a confidentiality agreement with BIO CELTRAN.

8.3 Terms of this Agreement. Except as otherwise provided in Section 8.2 above, QUEST and BIO CELTRAN shall not disclose any terms or conditions of this Agreement to any Third Party without the prior consent of the other Party.

9. PATENTS

9.1 Patent Prosecution and Maintenance. QUEST and BIO CELTRAN shall each have the right and obligation to control the preparation, filing, prosecution and maintenance of their own patents and patent applications within the Patent Rights, considering in good faith the rights and interests of the other Party. BIO CELTRAN will retain ownership of such IP and any relevant patent costs incurred by QUEST shall be reimbursed by BIO CELTRAN. Should BIO CELTRAN develop any new intellectual property in connection with the Technologies, BIO CELTRAN will retain ownership of such new IP and be responsible for any related patent costs.

9.2 Notification of Infringement. Each Party shall notify the other Party of any substantial infringement in the Territory known to such Party of any Patent Rights and shall provide the other Party with the available evidence, if any, of such infringement.

9.3 Enforcement of Patent Rights. BIO CELTRAN shall have the right at its sole expense and in its sole discretion to control the enforcement of the Patent Rights against infringers. If, within three (3) months of receipt of written notice from QUEST that a Third Party is infringing the Patent Rights in the Field, BIO CELTRAN fails to abate the infringement or file suit to enforce such Patent Rights against such infringing party in the Field, then QUEST shall have the right to take whatever action it deems appropriate in its own name and, if required by law, in the name of BIO CELTRAN, to enforce such Patent Rights in the Field, and BIO CELTRAN shall reasonably cooperate with QUEST in the planning and execution of any such action to enforce the Patent Rights in the Field. The Party controlling any such enforcement action may not settle, or otherwise consent to an adverse judgment in, such action that diminishes the rights or interests of the non-controlling Party without the prior express written consent of the non-controlling Party. All monies recovered upon the final judgment or settlement of such action shall be shared, after reimbursement of expenses, in relation to the damages suffered by each Party.

9.4 BIO CELTRAN IP. Any and all intellectual property developed by or on behalf of BIO CELTRAN from all pre-clinical and clinical activities related to Products in the Field will be the sole and exclusive property of BIO CELTRAN and BIO CELTRAN will retain ownership thereof after expiration or termination of the Agreement. Additionally, all regulatory filings for Products in the Territory will be in the name of BIO CELTRAN or its affiliate(s), and BIO CELTRAN will retain ownership thereof after the expiration or termination of the Agreement. QUEST grant BIO CELTRAN the freedom-to-operate under all intellectual property developed by BIO CELTRAN in the Field.

10. TERMINATION

10.1 Termination by QUEST. QUEST may immediately terminate this Agreement in the event that BIO CELTRAN is not able to secure (investment information redacted) of investment funding within (period of time information redacted) of execution of this Agreement, unless mutually agreed upon by both Parties.

10.2 Termination for Cause. BIO CELTRAN or QUEST may terminate this Agreement upon or after the breach of any material provision of this Agreement by BIO CELTRAN or QUEST, provided, in each case, only if BIO CELTRAN or QUEST has not cured such breach within sixty (60) days after notice thereof by BIO CELTRAN or QUEST; provided, BIO CELTRAN or QUEST are diligently undertaking to cure such default as soon as commercially feasible thereafter under the circumstances, BIO CELTRAN or QUEST shall have no right to terminate this Agreement.

10.3 License Grant Following Termination. Upon termination of this Agreement pursuant to Sections 10.1 or 10.2, upon written request of QUEST, BIO CELTRAN shall relinquish to QUEST the license grant to the QUEST PDT Technologies, in accordance with a mutually acceptable transition schedule, including such materials and documentation (including

information regarding Registrations) in BIO CELTRAN's possession concerning the research, development and/or commercialization of the Products.

11. INDEMNIFICATION

11.1 Indemnification. BIO CELTRAN shall defend, indemnify and hold QUEST harmless from all losses, liabilities, damages and expenses (including attorneys' fees and costs) incurred as a result of any claim, demand, action or proceeding arising out of any breach of this Agreement by BIO CELTRAN, or the gross negligence or willful misconduct of BIO CELTRAN in the performance of its obligations under this Agreement, except in each case to the extent arising from the gross negligence or willful misconduct of QUEST or the breach of this Agreement by QUEST.

11.2 Procedure. QUEST promptly shall notify BIO CELTRAN of any liability or action in respect of which QUEST intends to claim such indemnification, and BIO CELTRAN shall have the right to assume the defense thereof with counsel selected by BIO CELTRAN. The indemnity agreement in this Section 11 shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is effected without the consent of BIO CELTRAN, which consent shall not be withheld unreasonably. The failure to deliver notice to BIO CELTRAN within a reasonable time after the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve BIO CELTRAN of any liability to QUEST under this Section 11, but the omission so to deliver notice to BIO CELTRAN will not relieve it of any liability that it may have to QUEST otherwise than under this Section 11. QUEST under this Section 11, its employees and agents, shall cooperate fully with BIO CELTRAN and its legal representatives in the investigation and defense of any action, claim or liability covered by this indemnification.

12. FORCE MAJEURE

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other Party.

13. FEES AND EXPENSES

BIO CELTRAN and QUEST shall each be responsible for their own legal and other fees and expenses associated with all aspects of this Agreement.

14. MISCELLANEOUS

14.1 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one of the Parties hereto to the other Party shall be in writing, delivered by any lawful means to such other Party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor and (except as otherwise provided in this Agreement) shall be effective upon receipt by the addressee.

If to QUEST: QUEST PharmaTech, Inc.
8123 Roper Road NW
Edmonton, Alberta
Canada, T6E 6S4
Attention: Madi R. Madiyalakan

If to BIO CELTRAN: BIO CELTRAN
(address / contact information redacted)

14.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, without regard to the conflicts of law principles thereof.

14.3 Arbitration. Any dispute, controversy or claim initiated by either Party arising out of or relating to this Agreement, its negotiations, execution or interpretation, or the performance by either Party of its obligations under this Agreement (other than (a) any dispute, controversy or claim regarding the validity, enforceability, claim construction or infringement of any patent rights, or defenses to any of the foregoing, or (b) any bona fide third Party action or proceeding filed or instituted in an action or proceeding by a Third Party against a Party to this agreement), whether before or after termination of this Agreement, shall be finally resolved by binding arbitration. Whenever a Party shall decide to institute arbitration proceedings, it shall give prompt written notice to that effect to the other Party. Any such arbitration shall be conducted in the English language under the International Dispute Resolution Procedures and Arbitration Rules of the American Arbitration Association (the "Rules") by a panel of three (3) arbitrators appointed in accordance with such Rules. Any such arbitration shall be held in South Korea if initiated by QUEST, and in Edmonton, Alberta if initiated by BIO CELTRAN. The method and manner of discovery in any such arbitration proceedings shall be governed by the Rules. The arbitrators shall have the authority to grant specific performance and to allocate between the Parties the costs of arbitration (including attorneys' fees and expenses of the Parties) in such equitable manner as they determine. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Notwithstanding the foregoing, either Party shall have the right, without waiving any right or remedy available to such Party under this Agreement or otherwise, to seek and obtain from any court of competent jurisdiction any interim or provisional relief that is necessary or desirable to protect the rights or property of such Party, pending the selection of

the arbitrators hereunder or pending the arbitrators' determination of any dispute, controversy or claim hereunder.

14.4 Waivers and Amendments. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

14.5 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes any prior representations, understandings and agreements between the Parties regarding the subject matter hereof. There are no representations, understandings or agreements, oral or written, between the Parties regarding the subject matter hereof that are not fully expressed herein.

14.6 Severability. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof and without affecting the validity or enforceability of any of the terms of this Agreement in any other jurisdiction.

14.7 Waiver. The waiver by either Party hereto of any right hereunder or the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise.

14.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

QUEST PHARMATECH INC.

By: _____

Name: (name information redacted)___

Title _____

BIO CELTRAN CO., LTD.

By: _____

Name: _(name information redacted)__

Title _____

EXHIBIT A

QUEST PATENT RIGHTS

(patent rights information redacted)

EXHIBIT B

BIO CELTRAN PATENT RIGHTS

(patent rights information redacted)