v20180516.2

END USER RIGHTS
Non-integrating lentiviral vectors LentiFlash® custom products

[1] Flash Therapeutics' technology

Flash Therapeutics' highly concentrated and purified lentiviral vectors and its use are covered by U.S. Patent No. 13/0029379 and WO 2013/014537. The purchase price of this product includes limited, nontransferable rights to use this product solely for internal research purposes. Academic and not-for-profit research institutions whose research using the Flash Therapeutics' Technology or the product obtained by the Flash Therapeutics' technology is sponsored by for profit organizations, which shall receive ownership to all data and results stemming from the sponsored research, shall need a commercial license agreement from Flash Therapeutics in order to use the Flash Therapeutics' Technology or the product obtained by the Flash Therapeutics' technology. Please contact Flash Therapeutics for information on purchasing a license to use these products for commercial purposes: 3 Avenue Hubert Curien, Centre d'innovation Langlade, 31100 Toulouse (France), TEL: +33(0)5 61 28 70 75, EMAIL: *sandy.darrigan@flashtherapeutics.com*

[6] TurboGFP, AcGFP2, TurboRFP, mKate, tagBFP Fluorescent Proteins

This product contains a proprietary nucleic acid(s) coding for a proprietary fluorescent protein(s) being, including its derivatives or modifications, the subject of pending patent applications and/or patents owned by Evrogen JSC (hereinafter "Evrogen Fluorescent Proteins").
The purchase of this product conveys to the buyer the non-transferable right to use Evrogen Fluorescent Proteins only for research conducted by the buyer. No rights are conveyed to modify or clone the gene encoding fluorescent protein contained in this product, to use the product for validating or screening compounds or to use Evrogen Fluorescent Proteins for commercial purposes. For information on commercial licensing, contact Evrogen Licensing Department, email: *license@evrogen.com*.

[7] LentiFlash technology

Before your first purchase of custom LentiFlash products, please print the next pages in two original copies, sign them by an authorized representative and them by mail to:

FLASH THERAPEUTICS SAS
3 Avenue Hubert Curien
Centre d'Innovation Langlade
31100 Toulouse - France

Thank you

v20180516.2

END USER RIGHTS LENTIFLASH®

This non-exclusive, non transferable End User Rights Agreement (hereafter "the EURA") is the legal agreement between:

Name of the organization: _____
Address: _____

_____
Duly represented by: _____ (*name of the person representing the institution and signing the present agreement)*
acting as _____ (*job title*)

Hereinafter called the "**Purchaser**"
on one hand,

and

FLASH THERAPEUTICS
A simplified joint stock company (SAS), company registration number 483 390 472, having its registered office at 3 Avenue Hubert Curien, Centre d'Innovation Langlade, 31100 Toulouse – France, acting on its own behalf and on behalf of its Affiliate,
Duly represented by Mrs Pascale Bouillé, acting as CEO

Hereinafter called "**FLASH THERAPEUTICS**"
On the other hand,

1 Definitions

"**FLASH THERAPEUTICS Affiliates**" shall mean any company, organization, or any other entity, which is, in fact or at law, directly or indirectly, controlled by FLASH THERAPEUTICS or controlled by an entity within a group of companies of which VECTALY is a member, or "controls" FLASH THERAPEUTICS ("control" refers to the holding of the majority of the voting rights in the general meetings).

"**Commercial**" shall mean the sale of products using LentiFlash® Technology, services using LentiFlash® Technology, information, or data, the resale LentiFlash® Technology, whether or not such LentiFlash® Technology is resold for research purposes.

"**Confidential Information**" shall mean all information related to LentiFlash® Technology, in particular the plasmids' sequences, and any Improvements of the Particle and Combined Improvements, as well as informations related to the sequence of interest provided by the Purchaser.

"**Improvements of the Particle**" shall mean:

- any new qualitative and quantitative properties, or any new ability or characteristics of the Particle, independently of the transferred sequence of interest,

- any new technique, know-how, any new means or process using the Particle, independently of the transferred sequence of interest,

- any new method of use of the Particle, independently of the transferred sequence of interest.

"**Combined Improvements**" shall mean all new product or reagent obtained by the use of Products, all new technique or know-how using the Products and all new mean or process, patentable or not, from the use of LentiFlash® Technology by the Purchaser, or all new method of use of LentiFlash® Technology.

"**Products**" shall means viral particles for RNA transfer covered by LentiFlash® Technology and the sequence of interest to be transferred in target cells.

"**Results**" shall mean all technique, method, process, know-how, material, biological material, test, development, discovery, invention, product, program, research, and any means or process, whether or not patentable, developped or generated by the Purchaser, particularly discovery of new molecules and gene functionnality study, to the exclusion of any Improvement of the Particle and Combined Improvement.

"**Services**" shall mean cellular and tissue engineering services including the use of Products, and the corresponding analysis.

"**LentiFlash® Technology**" shall mean all element covered by the French pending patent application FR1554381 and the PCT application WO2016185125, the French pending patent application FR1654332 and the PCT application WO2017194902, the French pending patent application FR1654333 and the PCT application WO2017194903, their components, materials made using these particles or its components, Derivatives and the sequence information provided with these particles.

"**Therapeutic**" shall mean therapeutic applications of which the gene therapy, the genome editing and the immunotherapy.

2 Scope

The End User Rights LENTIFLASH® defines the rights of use Products and Services provided by FLASH THERAPEUTICS to the Purchaser. All other FLASH THERAPEUTICS products are subject to FLASH THERAPEUTICS' general end user rights document.

3 Limited transfer rights

FLASH THERAPEUTICS's products or services are sold or provided to the Purchaser in compensation for the payment of the agreed purchase price.

Within the same sale and purchase agreement and without any additional charges, the Purchaser shall also be transferred the right to use LentiFlash® Technology through a limited, royalty free, non exclusive and non transferable license for internal research purposes to the exclusion of any Commercial Purposes or Therapeutic purposes.

However, should the Purchaser be interested in using LentiFlash® Technology for Commercial purposes or Therapeutic purposes, it will have to notify its interest to FLASH THERAPEUTICS in writing so that a license agreement shall be negotiated.

4 Property of the Results

The Results generated by the Purchaser are the exclusive property of the Purchaser.

5 Improvements of the LentiFlash® Technology

As soon as the Purchaser considers that an Improvement may be likely to protection and exploitation through any intellectual or industrial property rights or to any kind of communication or publication, it shall previously notify in writing FLASH THERAPEUTICS.

5.1 Improvements of the Particle

Any Improvement of the Particle obtained by the Purchaser shall belong exclusively to FLASH THERAPEUTICS.

5.2 Combined Improvements

In case the Purchaser obtains Combined Improvments, the Parties shall discuss and negotiate to make a determination as to whom the property shall belong or as to how it shall be shared. The Parties shall also negotiate the way the Combined Improvements shall be used for Commercial Purposes or Therapeutic Purposes. The Purchaser shall not apply for a patent or try to protect the property of such a Combined Improvement until the Parties have reached an agreement.

6 Publications and communications

The Purchaser is free to publish or communicate its Results.

All written or oral publications and communications relating to the use of LentiFlash® Technology shall refer to the fact that the LentiFlash® Technology is proprietary to FLASH THERAPEUTICS, by incorporating the following sentence:

> "*We used LentiFlash® Technology from FLASH THERAPEUTICS SAS, Toulouse (France), covered by European patent EP1974043 (B1) licensed by Oxford Biomedica to FLASH THERAPEUTICS and PCT pending patent application WO2016185125 owned by FLASH THERAPEUTICS*".

All written or oral publications and communications that contain or mention Improvements of the Particles or Combined Impovements pertaining to the use of the LentiFlash® Technology are subject to FLASH THERAPEUTICS' prior written approval. FLASH THERAPEUTICS' right of refusal shall be notified in writing to the Purchaser within two (2) weeks from the receipt of the information provided by the Purchaser.

7 Confidentiality

The Parties shall keep confidential all Confidential Information transmited by the other Partie according to the present End User Rights LentiFlash®. Confidential Information shall not be disclosed to third parties without the disclosing Party's prior written authorization.

This non-disclosure obligation shall not apply to Confidential Information which the receiving Party is likely to demonstrate by documentary evidence that it:

(a) was in its possession prior to being provided by the disclosing Party, as evidenced by its written records; or

(b) was publicly available at the time of receipt from the disclosing Party; or

(c) became part of the public domain through no fault of the receiving Party, its directors, officers or employees; or

(d) was known to the receiving Party without breaching any confidentiality obligation; or

(e) was independently developed by the receiving Party as evidenced by its written records; or

(f) is required by law, regulation, rule, act, or order of any governmental authority or agency to be disclosed by the receiving Party; provided, however, that the receiving Party gives sufficient advance written notice to permit the disclosing Party to seek a protective order or other similar order with respect to such Confidential Information and thereafter discloses only the minimum Confidential Information required to be disclosed in order to comply.

This non-disclosure obligation shall remain effective for five (5) years subsequent to the transfer of LentiFlash® Technology.

8 Warranty

FLASH THERAPEUTICS makes no warranties, express or implied of any kind and hereby disclaims any warranties, representations or guarantees of any kind whatsoever with respect to LentiFlash® Technology, any patents, products related thereto and/or information provided under this agreement, including without

limitation, accuracy, completeness, performance, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third party patents, copyright, trade secret, trademark or other proprietary rights.

9 Liabilities

Both FLASH THERAPEUTICS and the Purchaser agree to be solely responsible for their own respective liabilities, demands, damages, expenses, attorney's fees, and losses arising out of the use of LentiFlash® Technology. However, the Purchaser shall indemnify FLASH THERAPEUTICS from and against any claims or losses due to the gross negligence or intentional misconduct of the Purchaser in the use of LentiFlash® Technology.

10 Miscellaneous

The Parties understand and agree that there is no obligation or commitment hereto to enter into any agreement subsequent to this End User Rights Agreement.

If any of the provisions are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this End User Rights Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

The persons executing this End User Rights Agreement, on behalf of the Parties hereto represent and warrant that they are duly authorized officers or representatives and have authority to execute such End User Rights Agreement on behalf of their respective Party.

This Agreement shall be governed by and construed in accordance with French law and each Party agrees to submit to the jurisdiction of the French courts for all purposes relating to this Agreement.

Done in Toulouse on__/__/____

FLASH THERAPEUTICS	The Purchaser
By:_____	By:_____
[signature]	[signature]
Name: Dr Pascale Bouillé	Name:_____
Title: CEO	Title: _____