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As filed with the Securities and Exchange Commission on August 24, 2018.

Registration No. 333-

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Form S-1**  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

**Y-mAbs Therapeutics, Inc.**

(Exact name of registrant as specified in its charter)

<b>State of Delaware</b> (State or other jurisdiction of incorporation or organization)	<b>2834</b> (Primary Standard Industrial Classification Code Number)	<b>47-4619612</b> (I.R.S. Employer Identification Number)
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**Y-mAbs Therapeutics, Inc.**

**230 Park Avenue**

**33<sup>rd</sup> Floor**

**New York, NY 10169**

**Tel. (212) 847-9841**

(Address, including zip code, and telephone number,  
including area code, of registrant's principal executive offices)

**Thomas Gad**

**Founder, Chairman, President and Head of Business Development**

**Y-mAbs Therapeutics, Inc.**

**230 Park Avenue**

**33<sup>rd</sup> Floor**

**New York, NY 10169**

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number, including area code, of agent for service)

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**Approximate date of commencement of proposed sale to the public:**  
**As soon as practicable after the effective date of this registration statement.**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (check one)

Large accelerated filer

Accelerated filer

Non-accelerated filer   
(Do not check if a  
smaller reporting company)

Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act.

**CALCULATION OF REGISTRATION FEE**

<b>Title of Each Class of Securities to be Registered</b>	<b>Proposed Maximum</b>	<b>Amount of</b>
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	Aggregate Offering Price <sup>(1)(2)</sup>	Registration Fee <sup>(3)</sup>
Common Stock, \$0.0001 par value per share	\$92,000,000	\$11,454

- (1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
- (2) Includes the aggregate offering price of additional shares that the underwriters have the option to purchase.
- (3) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate offering price.

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion  
Preliminary Prospectus dated August 24, 2018

PROSPECTUS

## Shares



### Common Stock

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This is Y-mAbs Therapeutics, Inc.'s initial public offering. We are selling \_\_\_\_\_ shares of our common stock.

We expect the public offering price to be between \$ \_\_\_\_\_ and \$ \_\_\_\_\_ per share. Currently, no public market exists for the shares. After pricing of the offering, we expect that the shares will trade on the Nasdaq Global Market under the symbol "YMAB."

**We are an "emerging growth company" under federal securities laws and are subject to reduced public company disclosure standards. See "Summary—Implications of Being an Emerging Growth Company."**

**Investing in the common stock involves risks that are described in the "Risk Factors" section beginning on page 14 of this prospectus.**

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	<u>Per Share</u>	<u>Total</u>
Public offering price	\$ _____	\$ _____
Underwriting discount <sup>(1)</sup>	\$ _____	\$ _____
Proceeds, before expenses, to us	\$ _____	\$ _____

(1) We refer you to "Underwriting" beginning on page 219 for additional information regarding underwriting compensation.

The underwriters may also exercise their option to purchase up to an additional \_\_\_\_\_ shares from us, at the public offering price, less the underwriting discount, for 30 days after the date of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Certain of our existing stockholders, including certain of our directors and entities affiliated with certain of our directors, have indicated an interest in purchasing an aggregate of up to approximately \$ \_\_\_\_\_ million in shares of our common stock in this offering at the initial public offering price. However, because indications of interest are not binding agreements or commitments to purchase, the underwriters may determine to sell more, fewer or no shares in this offering to any or all of these stockholders, or any or all of these stockholders may determine to purchase more, fewer or no shares in this offering. The underwriters will receive the same underwriting discount on any shares purchased by these stockholders as they will on any other shares sold to the public in this offering.

The shares will be ready for delivery on or about \_\_\_\_\_, 2018.

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*Joint Book-Running Managers*

**BofA Merrill Lynch**

**Cowen**

*Lead Manager*

**Canaccord Genuity**

*Co-Manager*

The date of this prospectus is \_\_\_\_\_, 2018.

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Neither we nor the underwriters have authorized anyone to provide you with any information or to make any representations other than those contained in this prospectus, any amendment or supplement to this prospectus or in any free writing prospectus we may authorize to be delivered or made available to you. Neither we nor the underwriters take responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are offering to sell, and seeking offers to buy, shares of our common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date on the front cover of this prospectus, regardless of the time of delivery of this prospectus or any sale of shares of our common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

This prospectus includes statistical and other industry and market data that we obtained from industry publications and research, surveys and studies conducted by third parties or us. Industry publications and third-party research, surveys and studies generally indicate that their information has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. While we believe these industry publications and third-party research, surveys and studies are reliable, all of the market data used in this prospectus involves a number of assumptions and limitations, which are necessarily subject to a high degree of uncertainty, change and risk due to a variety of factors, including those described in the section titled "Risk

Factors." These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

**FOR INVESTORS OUTSIDE THE UNITED STATES**

We have not, and the underwriters have not, done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of common stock and the distribution of this prospectus outside the United States.

## SUMMARY

*This summary highlights, and is qualified in its entirety by, the more detailed information and financial statements included elsewhere in this prospectus. This summary does not contain all of the information that may be important to you in making your investment decision. You should read and carefully consider this entire prospectus, including the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and related notes included elsewhere in this prospectus, before deciding to invest in our common stock.*

*Except as otherwise indicated herein or as the context otherwise requires, references in this prospectus to "Y-mAbs," the "company," "we," "us" and "our" and similar words refer to Y-mAbs Therapeutics, Inc. and our wholly owned Danish subsidiary, Y-mAbs Therapeutics A/S.*

### Overview

We are a late-stage clinical biopharmaceutical company focused on the development and commercialization of novel, antibody-based therapeutic products for the treatment of cancer. We have a broad and advanced product pipeline, including two pivotal-stage product candidates—naxitamab and omburtamab—which target tumors that express GD2 and B7-H3, respectively. We are developing naxitamab for the treatment of pediatric patients with relapsed or refractory, or R/R, high-risk neuroblastoma, or NB, and radiolabeled omburtamab for the treatment of pediatric patients with central nervous system, or CNS, leptomeningeal metastases, or LM, from NB. NB is a rare and almost exclusively pediatric cancer that develops in the sympathetic nervous system and CNS/LM is a rare and usually fatal complication of NB in which the disease spreads to the membranes, or meninges, surrounding the brain and spinal cord in the CNS.

We expect to submit a Biologics License Application, or BLA, for each of our two lead product candidates in 2019, with a goal of receiving approval by the U.S. Food and Drug Administration, or FDA, in 2020. We plan to commercialize both of our lead product candidates in the United States as soon as possible after obtaining FDA approval, if such approval occurs. We have two additional omburtamab follow-on product candidates in pre-clinical development, omburtamab-DTPA (diethylenetriamine pentaacetate) and huB7-H3, each targeting indications with large adult patient populations. We are also advancing an early-stage, novel pipeline of bispecific antibodies, or BsAbs. We believe our BsAbs have the potential to result in improved tumor-binding, longer serum half-life and significantly greater T-cell mediated killing of tumor cells without the need for continuous infusion. Our mission is to become the world leader in developing better and safer antibody-based pediatric oncology products addressing clear unmet medical needs and, as such, have a transformational impact on the lives of patients. We intend to advance and expand our product pipeline into certain adult cancer indications either independently or in collaboration with potential partners.

Naxitamab is a recombinant humanized immunoglobulin G, or IgG1k, monoclonal antibody that targets ganglioside GD2, which is highly expressed in various neuroectoderm-derived tumors and sarcomas. Naxitamab is currently being studied in several clinical trials, including pivotal-stage development (Study 201) and a Phase 1/2 clinical trial (Study 12-230) for the treatment of pediatric R/R high-risk NB, a Phase 2 clinical trial (Study 16-1643) in front-line NB, a pilot study (Study 17-251) of chemoimmunotherapy for high-risk NB and a Phase 2 clinical trial (Study 15-096) for relapsed osteosarcoma. We believe that naxitamab has multiple potential advantages over other GD2-targeting antibody-based therapies. In particular, its modest toxicity allows for doses two-and-a-half times greater than existing GD2-targeting antibody-based therapies. Unlike currently approved GD2-targeting therapies for NB, which require 10 to 20 hours of infusion and hospitalization for several days, naxitamab is administered in approximately 30 minutes in an outpatient setting. We believe this significantly shorter administration time is an important advantage considering the overall pain associated with treatment.

In the dose escalation part of Study 12-230 for naxitamab, which together with Study 201 is expected to form the primary basis of our BLA submission, we achieved an overall response rate, or ORR, of 57% in 23 patients with pediatric R/R high-risk NB who at study entry had evaluable tumors and no evidence of progression of disease, or PD. Based on our discussions with the FDA, the profile of the non-PD R/R high-risk NB pediatric patients in Study 12-230 is representative of the intended patient population for naxitamab's target indication. The corresponding ORRs will form the primary objective of our pivotal study (Study 201). Additionally, based on our discussions with the FDA, we believe that naxitamab may qualify for accelerated approval if we can demonstrate a 30% ORR (which is significantly different from a 20% ORR at a 95% confidence interval, or CI) with a minimum 12-week duration of response. We have proposed to the FDA that, pending comparability between the study population in Study 12-230 and Study 201, the data from the two studies may be pooled for analysis. Naxitamab has been administered to more than 200 patients to date, who will form the safety portion of our planned BLA submission. In May 2018, we reported topline results from the Phase 2 part of Study 12-230. The end points of this part of the study were complete or partial tumor response. No statistical significance was observed, as this data continued to show response rates at the same levels as in the dose escalation part of the study with 13 of 15, or 87% of, primary refractory patients responding and 7 of 23, or 30% of, secondary refractory patients responding. We expect to submit the BLA for naxitamab for R/R high-risk NB in 2019. Currently, there are no FDA-approved therapies for primary refractory or second-line pediatric NB patients. Naxitamab has also received orphan drug designation, or ODD, and rare pediatric disease designation, or RPDD, from the FDA, in each case, for the treatment of NB. In addition, on August 20, 2018, naxitamab received breakthrough therapy designation, or BTD, in combination with GM-CSF, for the treatment of high-risk NB refractory to initial therapy or with incomplete response to salvage therapy in patients greater than 12 months of age with persistent, refractory disease limited to bone marrow with or without evidence of concurrent bone involvement. While our current clinical efforts for naxitamab are focused on rare pediatric cancers, we believe that we can potentially expand its application to the treatment of adults with cancers that express GD2. We estimate that there were more than 200,000 new adult patients diagnosed with GD2-positive cancers in the United States in 2017.

Omburtamab is a murine monoclonal antibody that targets B7-H3, an immune checkpoint molecule that is widely expressed in tumor cells of several cancer types. <sup>131</sup>I-omburtamab, which is omburtamab radiolabeled with Iodine-131, is currently being studied in several clinical trials including pivotal-stage development (Study 101) and a Phase 1 clinical trial (Study 03-133) for the treatment of pediatric patients who have CNS/LM from NB. As of August 2017, 93 patients with pediatric CNS/LM from NB had been treated with <sup>131</sup>I-omburtamab in Study 03-133. An analysis of these 93 patients demonstrated a median overall survival, or OS, of 47 months (including an estimated five-year OS of approximately 43%), as compared to historical median OS of approximately six months. We have proposed to the FDA that, pending comparability between study population and the pharmacokinetics analysis in Study 03-133 and Study 101, data from both studies may be pooled for analysis for our planned BLA submission. <sup>131</sup>I-omburtamab has received ODD and RPDD from the FDA, in each case, for the treatment of NB, and BTD for the treatment of pediatric patients who have CNS/LM from NB. In 2019, we expect to submit the BLA for <sup>131</sup>I-omburtamab for CNS/LM from NB.

<sup>124</sup>I-omburtamab, which is omburtamab radiolabeled with Iodine-124, is currently being studied for the treatment of Diffuse Intrinsic Pontine Glioma, or DIPG. <sup>131</sup>I-omburtamab is currently being studied for the treatment of Desmoplastic Small Round Cell Tumors, or DSRCT. Both DIPG and DSRCT are rare, and often fatal, cancers. While our current clinical efforts are focused on rare pediatric cancers, we believe we can potentially expand omburtamab's application to the treatment of CNS/LM resulting from other adult and pediatric solid tumors expressing B7-H3 and the underlying solid systemic tumors. We estimate that, in the United States in 2017, there were more than 30,000 new patients diagnosed with cancer that has metastasized to the CNS/LM, of which the vast majority express B7-H3.

We have initiated Study 101 and Study 201 to form the primary basis for our planned BLAs, to establish comparability of study population and pharmacokinetics analysis with Study 03-133 and Study 12-230, respectively, and to satisfy the confirmatory study and post-marketing requirements by the FDA. If the results from Study 101 and Study 201 fail to demonstrate comparability to the satisfaction of the FDA and other comparable regulatory authorities, this may lead to a delay in, or otherwise adversely affect, such clinical trials, including the timing of submission of BLAs. For a more detailed discussion of Study 101 and Study 201 see the sections entitled "Business—Study 101" and "Business—Study 201."

We have two additional B7-H3 targeting product candidates in pre-clinical development, omburtamab-DTPA, a Lutetium-177 conjugated antibody, and huB7-H3, a humanized version of omburtamab, each targeting indications with pediatric and large adult patient populations where we believe there is a significant unmet medical need. We are also advancing a pipeline of novel BsAbs through late pre-clinical development, including our huGD2-BsAb product candidate for the treatment of refractory GD2-positive adult and pediatric solid tumors and our huCD33-BsAb product candidate for the treatment of hematological cancers expressing CD33, a transmembrane receptor expressed on cells of myeloid lineage. In pre-clinical studies, huGD2-BsAb has demonstrated the potential for improved tumor-binding, longer serum half-life and significantly greater T-cell mediated killing compared to existing bispecific constructs.

We currently have three active INDs related to our product candidates. The table below sets forth the product candidate, date of the initial submission of the IND to the FDA, as well as the current sponsor, the subject matter and the current status of each such IND.

<u>Product Candidate</u>	<u>Date of Initial Submission</u>	<u>Current Sponsor</u>	<u>Subject Matter of IND</u>	<u>Current Status</u>
Naxitamab	June 14, 2011	MSK	Treatment of NB and other GD2 positive tumors	Clinical trials ongoing
Omburtamab ( <sup>131</sup> I-Omburtamab and <sup>124</sup> I-Omburtamab)	September 22, 2000	Y-mAbs (MSK original sponsor)	CNS/LM from NB, DSRCT, DIPG and other B7-H3 positive tumors	Clinical trials ongoing
Naxitamab	September 5, 2017	Y-mAbs	Pediatric NB	Clinical trials ongoing

In October 2017, the FDA issued a partial clinical hold on our IND for naxitamab. A partial clinical hold, as opposed to a full clinical hold, is a delay or suspension of only a specific part of the clinical work requested under the IND, which allows otherwise unaffected parts of the clinical work to proceed under the IND. The FDA stated that the proposed acceptance criterion for the ADCC-CD16, ADCC-CD32, and CDC assays were too wide to provide sufficient control over these attributes, which are critical for safety and efficacy. ADCC and CDC refer to antibody dependent cell-mediated cytotoxicity and complement-dependent cytotoxicity, respectively. We submitted a response to the FDA in March 2018, and met with the FDA on April 24, 2018. Subsequently, we submitted a complete response to the partial clinical hold to the FDA in May 2018 and the partial clinical hold was removed on June 7, 2018.

We have exclusive rights to MSK's rights in all of our current product candidates under our 2015 license agreement, or the MSK License, with Memorial Sloan Kettering Cancer Center, or MSK. The MSK License also provides us with non-exclusive access to technology that involves the creation of a novel human protein tag that can potentially dimerize, or link together, bispecific T-cell engagers, or BiTEs. We refer to this technology as the MULTI-TAG technology. We plan to create a broad platform of dimerized BiTEs using the MULTI-TAG technology and are currently collaborating with MSK on several MULTI-TAG product candidates. We believe that our strong relationship with MSK, one of the world's leading cancer treatment centers, and our access to certain of MSK's technologies and substantial research capabilities affords us several competitive advantages. In addition, we believe that

our relationship with MSK may help us with respect to patient recruitment for clinical trials. Under a separate 2017 CD33 license agreement with MSK, or the MSK CD33 License, we have a worldwide, sub-licensable license to MSK's rights in certain patent rights and intellectual property rights related to certain know-how to develop, make, and commercialize licensed products and to perform services for all therapeutic and diagnostic uses in the field of cancer diagnostics and cancer treatments in connection with certain CD33 antibodies developed in the laboratory of a specific principal investigator at MSK and constructs thereof.

Our management team has substantial public company experience and extensive knowledge in the field of antibody oncology drug development, manufacturing and commercialization. Thomas Gad, our Founder, Chairman, President and Head of Business Development, co-founded Singad Pharma ApS, a Danish pharmaceutical and distribution company, where, as part of senior management, he gained more than 12 years of experience in the pharmaceutical industry, including in business development, financing and licensing negotiations and manufacturing site qualification. In 2006, Mr. Gad's then two year old daughter was diagnosed with high-risk NB and was treated at MSK with the murine version of naxitamab. In 2009, she relapsed with CNS/LM from NB and again was treated at MSK, this time with <sup>131</sup>I-omburtamab. Since then, she has been disease free and is now 13 years old. Our Chief Executive Officer, Dr. Claus Juan Møller San Pedro, co-founded Genmab A/S, or Genmab, one of the largest public biotechnology companies in Europe, where he served as Executive Vice President and Chief Operating Officer for approximately 10 years. Our Chief Financial Officer, Bo Kruse, served as Genmab's Chief Financial Officer and was directly involved in several of Genmab's financing rounds including Genmab's initial public offering. In addition, since our inception in April 2015, we have raised approximately \$120 million from our founding investors and prominent biotechnology institutional investors, including HBM Healthcare Investments (Cayman) Ltd. and funds advised by or affiliated with Scopia Capital Management LP and Sofinnova Ventures, Inc., among others, and as of June 30, 2018 we had cash and cash equivalents of \$70.2 million.

## Our Pipeline

The following table sets forth our product candidates and their current development stages, estimated development timelines and anticipated milestones.

Product Candidate	Target	Study	Indication/Treatment	Preclinical	Phase 1	Phase 2	Phase 3 / Registration	Next Anticipated Milestone(s)
Nextamab	GD2	201	Relapsed/Refractory High-Risk Neuroblastoma (Pediatric)	Ongoing pivotal Phase 2 trial <sup>1</sup>				2019-BLA Submission
		12-230	Relapsed/Refractory High-Risk Neuroblastoma (Pediatric)	Ongoing Phase 2 trial				
		16-1643	(Front-Line) High-Risk Neuroblastoma (Pediatric)	Ongoing Phase 2 trial				
		15-096	Relapsed (Second-Line) Osteosarcoma <sup>2</sup>	Ongoing Phase 2 trial				
		17-251	Chemoimmunotherapy for Relapsed/Refractory High-Risk Neuroblastoma	Ongoing Phase 1 trial				
Omburtamab	B7-H3	101	CNS/Leptomeningeal Metastases from Neuroblastoma (Pediatric) ( <sup>125</sup> I) <sup>3</sup>	Ongoing pivotal Phase 2 trial <sup>4</sup>				2019-BLA Submission
		03-133	Intrathecal Immunotherapy for CNS/Leptomeningeal Metastases	Ongoing Phase 1 trial				
		11-011	Diffuse Intrinsic Pontine Glioma (Pediatric) ( <sup>125</sup> I) <sup>3</sup>	Ongoing Phase 1 trial				
		09-090	Desmoplastic Small Round Cell Tumor (Pediatric) ( <sup>125</sup> I) <sup>3</sup>	Ongoing Phase 1 trial				
Omburtamab-DTPA <sup>5</sup>	B7-H3		B7-H3 Positive CNS/Leptomeningeal Solid Tumors					
huB7-H3	B7-H3		Systemic Solid Tumors (Adult) (Third-Line)					
huGD2-BsAb	GD2xCD3		Refractory GD2-Positive Solid Tumors					
huCD33-BsAb	CD33xCD3		Hematological Cancers Expressing CD33					

1. Pivotal registration study designed to support a BLA submission to the FDA, comprised of Study 12-230 measuring pharmacokinetic, toxicity and efficacy and an additional pivotal Phase 2 study. Study 201, designed to prove comparability between study sites using a current good manufacturing practices, or cGMP, commercial manufacturer. Study 201 has also been designed to satisfy the confirmatory study and post-marketing requirements by the FDA.
2. Initial study represents pediatric and young adult patients.
3. Represents the radioactive isotope of iodine used to radiolabel omburtamab.
4. Pivotal registration study designed to support a BLA submission to the FDA, comprised of Study 03-133 measuring pharmacokinetic, toxicity and efficacy and an additional pivotal Phase 2 study. Study 101, designed to prove comparability between study sites using a cGMP commercial manufacturer. Study 101 has also been designed to satisfy the confirmatory study and post-marketing requirements by the FDA.
5. Omburtamab-DTPA is a DTPA-conjugated omburtamab labeled with Lutetium-177.

## Our Strategy

Key elements of our strategy are:

- *Rapidly and concurrently advance our lead product candidates to regulatory approval.*
- *Expand the indications and target patient populations for our existing product candidates.*
- *Independently commercialize our product candidates in indications and territories where we believe we can maximize their value.*
- *Advance our novel BsAb product candidates that we believe may offer potential substantial benefits over existing bispecific constructs.*
- *Leverage our relationships with leading academic and clinical institutions to develop additional product candidates.*

### **Risks Associated with Our Business**

Our business is subject to a number of risks of which you should be aware before making an investment decision. These risks are discussed more fully in the "Risk Factors" section of this prospectus immediately following this prospectus summary. These risks include the following:

- We have a limited operating history and have incurred significant losses since our inception. As of June 30, 2018, we had an accumulated deficit of \$59.3 million. We have no products approved for commercial sale and expect to incur significant losses for the foreseeable future and may never achieve or maintain profitability.
- We have never obtained marketing approval for a product candidate and we may be unable to obtain, or may be delayed in obtaining, marketing approval for any of our product candidates.
- Our payment obligations to MSK may be a drain on our cash resources, or may cause us to incur debt obligations or issue additional equity securities to satisfy such payment obligations.
- We will need substantial additional funding for our product candidates. If we fail to obtain additional funding for our product candidates, we may be forced to delay, reduce or eliminate our research and drug development programs or future commercialization efforts and our licenses and other agreements may be terminated.
- Our product candidates and related technologies are novel approaches to cancer treatment that present significant challenges, and our ability to generate product revenue is dependent on the success of one or more of our lead product candidates, which will require additional clinical testing before we can seek regulatory approval and begin commercial sales.
- We may expend our resources to pursue a particular product candidate or indication and fail to capitalize on other product candidates or indications that may be more profitable or for which there is a greater likelihood of success.
- Drug development is a lengthy and expensive process, with an uncertain outcome. If clinical trials of our product candidates fail to demonstrate safety and efficacy to the satisfaction of regulatory authorities or do not otherwise produce positive results, we may incur additional costs, experience delays in completing, or ultimately be unable to complete, the development of our product candidates or be unable to obtain marketing approval. We may encounter substantial delays in our clinical trials, or may not be able to conduct our trials on the timelines we expect.
- The market opportunities for our product candidates may be limited to those patients who are ineligible for or have failed prior treatments and may be small. If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.
- Our product candidates may cause serious adverse events, or SAEs, undesirable side effects or have other properties that could halt their clinical development, prevent, delay, or cause the withdrawal of their regulatory approval, limit their commercial potential, or result in significant negative consequences, including death of patients. If any of our product candidates receives marketing approval and we, or others, later discover that the drug is less effective than previously believed or causes undesirable side effects that were not previously identified, our ability, or that of any of the potential future collaborators, to market the drug could be compromised.
- The outcome of pre-clinical studies and early clinical trials may not be predictive of the success of later clinical trials, interim results of a clinical trial do not necessarily predict final results, and the results of our clinical trials may not satisfy the requirements of the FDA or comparable foreign regulatory authorities, and if an adverse safety issue, clinical hold or

other adverse finding occurs in one or more of our clinical trials of our lead product candidates, such event could adversely affect our other clinical trials of our lead product candidates.

- Research and development of biopharmaceutical products is inherently risky. We may not be successful in our efforts to create a pipeline of product candidates and develop commercially successful products. If we fail to develop additional product candidates, our commercial opportunity will be limited.
- Even if any of our product candidates receive marketing approval, they may fail to achieve the degree of market acceptance by physicians, patients, healthcare payors and others in the medical community necessary for commercial success.
- We currently have no marketing and sales organization and have no experience in marketing products. We may not be successful in commercializing our product candidates if and when they are approved unless we are able to establish sales and marketing capabilities or enter into agreements with third parties to sell and market such approved products.
- We face significant competition from other biotechnology and pharmaceutical companies, and our operating results will suffer if we fail to compete effectively.
- We have entered into several agreements with MSK that are important to our business. We may also form or seek other collaborations or strategic alliances or enter into additional licensing arrangements in the future but may not realize the benefits of such collaborations or strategic alliances. If we are unable to enter into collaborations in the future, or if such collaborations are not successful, our business could be adversely affected.
- Third parties have sponsored and conducted all clinical trials of our lead product candidates so far, and our ability to influence the design and conduct of such clinical trials has been limited. To date, we have incurred significant expenses and are obligated to make significant payments in the future with respect to such clinical trials. We plan to assume control over the future clinical and regulatory development of such product candidates, including obtaining sponsorship of existing INDs or filing new company-sponsored INDs, which will entail substantial additional expenses and may be subject to delay. Any failure by a third party to meet its obligations with respect to the clinical and regulatory development of our product candidates may delay or impair our ability to obtain regulatory approval for our product candidates and result in liability for our company.
- Even if we complete the necessary pre-clinical studies and clinical trials, the FDA regulatory approval process is lengthy, time-consuming, and inherently unpredictable, and we or any of our collaborators may experience significant delays in the clinical development and regulatory approval, if any, for the commercialization of our product candidates. As a result, we cannot predict when or if, and in which territories, we, or any of our collaborators, will obtain marketing approval to commercialize a product candidate.
- The European Medicines Agency, or the EMA, or comparable foreign regulatory authorities, may disagree with our regulatory plans, including our plans to seek accelerated approval, and we may fail to obtain regulatory approval of our product candidates, which would prevent our product candidates from being marketed abroad. Any approval we are granted for our product candidates in the United States would not assure approval of our product candidates in foreign jurisdictions.
- Reimbursement decisions by third-party payors may have an adverse effect on pricing and market acceptance. If there is not sufficient reimbursement for our products, it is less likely that our products will be widely used.

- Government price controls or other changes in pricing regulation could restrict the amount that we are able to charge for our lead product candidates, if approved, or any of our other product candidates that may be approved in the future, which would adversely affect our revenue and results of operations.
- Our success depends in part on our ability to protect our intellectual property. It is difficult and costly to protect our proprietary rights and technology, and we may not be able to ensure their protection.
- We have a limited number of employees and depend heavily on our executive officers and consultants. Our future success depends on our ability to retain our senior management and other key executives and to attract, retain and motivate qualified personnel. The loss of their services could materially harm our business.
- It has been determined that we have material weaknesses in our internal control over financial reporting. If our remediation of these material weaknesses is not effective, or if we experience additional material weaknesses or otherwise fail to maintain an effective system of internal controls in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our common stock. In addition, because of our status as an emerging growth company, our independent registered public accounting firm is not required to provide an attestation report as to our internal control over financial reporting for the foreseeable future.

### **Implications of Being an Emerging Growth Company**

As a company with less than \$1.07 billion of revenue during our last fiscal year, we qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012, as amended, or the JOBS Act. We may remain an emerging growth company until the earlier of (i) the last day of the fiscal year following the fifth anniversary of the completion of this offering, (ii) the last day of the fiscal year in which we have more than \$1.07 billion in annual gross revenue, (iii) the last day of the fiscal year in which we are deemed to be a "large accelerated filer" as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, or the Exchange Act, which would occur if the market value of our common stock held by non-affiliates exceeded \$700.0 million as of the last business day of the second fiscal quarter of such fiscal year, or (iv) the date on which we issue more than \$1 billion of non-convertible debt securities during the prior three-year period. For so long as we remain an emerging growth company, we are permitted and intend to rely on exemptions from certain disclosure and other requirements that are applicable to other public companies that are not emerging growth companies. In particular, as an emerging growth company, in this prospectus, we (i) will have provided only two years of audited financial statements, with correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure, (ii) may avail ourselves of the exemption from the requirement to obtain an attestation and report from our auditors on the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, (iii) have not included all of the executive compensation-related information that would be required if we were not an emerging growth company and (iv) we may not require stockholder non-binding advisory votes on executive compensation or golden parachute arrangements. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold stock.

We have chosen to opt out of the extended transition periods available to emerging growth companies under the JOBS Act for complying with new or revised accounting standards. Section 107 of the JOBS Act provides that our decision to opt out of the extended transition periods for complying with new or revised accounting standards is irrevocable.

### **Our Corporate Information**

We were incorporated under the laws of the State of Delaware on April 30, 2015. Our executive offices are located at 230 Park Avenue, 33rd Floor, New York, NY 10169 and our telephone number is (212) 874-9841. Our website address is *www.ymabs.com*. The information contained on, or that can be accessed through, our website is not a part of this prospectus and is not incorporated by reference herein. We have included our website address in this prospectus solely as an inactive textual reference.

"Y-mAbs" is our common law trademark. Any other trademarks or service marks of our company appearing in this prospectus are the property of Y-mAbs Therapeutics, Inc. All other trademarks, trade names and service marks appearing in this prospectus are the property of their respective owners. Solely for convenience, the trademarks and trade names in this prospectus are referred to without the ® and ™ symbols, but such references should not be construed as any indicator that their respective owners will not assert, to the fullest extent under applicable law, their rights thereto. We do not intend our use or display of other entities' trade names, trademarks or service marks to imply a relationship with, or endorsement or sponsorship of us by, any other entity.

## THE OFFERING

<b>Common stock offered by us</b>	shares.
<b>Common stock to be outstanding immediately following this offering</b>	shares.
<b>Option to purchase additional shares</b>	The underwriters have the option to purchase up to an additional shares of common stock from us, at the public offering price, less the underwriting discount. The underwriters may exercise this option at any time within 30 days from the date of this prospectus.
<b>Use of proceeds</b>	<p>We estimate that the net proceeds to us from our issuance and sale of shares of our common stock in this offering will be approximately \$ million, assuming an initial public offering price of \$ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters exercise in full their option to purchase additional shares, we estimate that the net proceeds from this offering will be approximately \$ million.</p> <p>We currently estimate that we will use the net proceeds from this offering, together with our existing cash and cash equivalents, as follows: (i) to fund our ongoing pivotal stage development through regulatory submission, and other clinical development and expansion into new indications of one of our lead product candidates, naxitamab, (ii) to fund our ongoing pivotal stage development through regulatory submission, and other clinical development and expansion into new indications of another of our lead product candidates, omburtamab, (iii) to fund through a Phase 2 clinical trial of our omburtamab-DTPA product candidate, (iv) to fund through the submission of INDs and through Phase 1 clinical trials of our BsAb product candidates, (v) to fund additional pre-clinical research and clinical development activity related to our other product candidates and programs, and (iv) the remainder for working capital and other general corporate purposes, which may include funding for additional research, hiring additional personnel, capital and commercialization expenditures and the costs of operating as a public company. See "Use of Proceeds."</p>
<b>Risk factors</b>	You should carefully read the "Risk Factors" section of this prospectus and other information included in this prospectus for a discussion of factors to consider carefully before deciding to invest in shares of our common stock.

**Reserved share program**

At our request, the underwriters have reserved for sale, at the initial public offering price, up to \_\_\_\_\_, \_\_\_\_\_ % of the shares offered by this prospectus for sale to some of our directors, officers, employees, business associates and related persons. If these persons purchase reserved shares it will reduce the number of shares available for sale to the general public. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same terms as the other shares offered by this prospectus. We have agreed to reimburse the underwriters for certain fees and expenses in connection with this reserved share program, including the fees and disbursements of counsel to the underwriters, up to an amount not to exceed \$ \_\_\_\_\_.

**Dividend policy**

We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. We do not intend to pay cash dividends in respect of our common stock in the foreseeable future.

**Proposed Nasdaq Global Market symbol**

"YMAB."

The number of shares of our common stock to be outstanding after this offering is based on shares of our common stock outstanding as of \_\_\_\_\_, 2018.

Unless otherwise indicated herein, the number of shares of our common stock to be outstanding after this offering excludes:

- \_\_\_\_\_ shares of our common stock issuable upon the exercise of stock options outstanding as of \_\_\_\_\_, 2018, at a weighted average exercise price of \$ \_\_\_\_\_ per share;
- \_\_\_\_\_ shares of our common stock remaining available for future issuance as of \_\_\_\_\_, 2018 under our Amended and Restated 2015 Equity Incentive Plan, or the 2015 Plan, which shares, upon the closing of this offering, will be available for future issuance under our 2018 Equity Incentive Plan, or the 2018 Plan;
- \_\_\_\_\_ additional shares of our common stock that will be available for future issuance, as of the closing of this offering, under the 2018 Plan;
- 700,000 additional shares of our common stock that will be available for future issuance, as of the closing of this offering, under our Employee Stock Purchase Plan, or the ESPP; and
- \_\_\_\_\_ shares of restricted common stock that will be released from restrictions upon completion of the offering.

Unless otherwise indicated herein, all information in this prospectus assumes or gives effect to:

- no exercise of the outstanding options described above;
- no exercise by the underwriters of their option to purchase \_\_\_\_\_ additional shares of our common stock; and
- the adoption of our amended and restated certificate of incorporation and bylaws, both of which we intend to file immediately prior to the completion of this offering.

Certain of our existing stockholders, including certain of our directors and entities affiliated with certain of our directors, have indicated an interest in purchasing an aggregate of up to approximately \$ \_\_\_\_\_ million in shares of our common stock in this offering at the initial public offering price. However, because indications of interest are not binding agreements or commitments to purchase, the underwriters may determine to sell more, fewer or no shares in this offering to any or all of these stockholders, or any or all of these stockholders may determine to purchase more, fewer or no shares in this offering. The underwriters will receive the same underwriting discount on any shares purchased by these stockholders as they will on any other shares sold to the public in this offering.

## SUMMARY CONSOLIDATED FINANCIAL DATA

The following tables set forth our summary consolidated financial data for the periods indicated. We have derived the consolidated statements of operations data for the years ended December 31, 2016 and 2017 from our audited consolidated financial statements included elsewhere in this prospectus. We have derived the selected financial data for the six months ended June 30, 2017 and 2018, and the balance sheet data as of June 30, 2018, from our unaudited consolidated financial statements, which have been included elsewhere in this prospectus and have been prepared on the same basis as the audited financial statements. In the opinion of management, the unaudited data reflects all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the financial information in those statements. Our historical results are not necessarily indicative of the results that should be expected for any future period. You should read the following summary consolidated financial data together with the more detailed information contained in "Selected Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes included elsewhere in this prospectus.

	<u>Year Ended December 31,</u>		<u>Six Months Ended</u>	
	<u>2016</u>	<u>2017</u>	<u>June 30,</u>	<u>2018</u>
	(in thousands, except per share data)		(in thousands, except per share data)	
<b>Consolidated Statement of Operations Data:</b>				
Revenue	\$ —	\$ —	\$ —	\$ —
Operating expenses:				
Research and development	13,855	14,307	4,606	14,497
General and administrative	3,184	4,937	1,521	3,240
Total operating expenses	17,039	19,244	6,127	17,737
Loss from operations	(17,039)	(19,244)	(6,127)	(17,737)
Interest and other income (expense)	(18)	83	46	(51)
Net loss	\$ (17,057)	\$ (19,161)	\$ (6,081)	\$ (17,788)
Net loss attributable to common stockholders	\$ (17,057)	\$ (19,161)	\$ (6,081)	\$ (17,788)
Net loss per share attributable to common stockholders—basic and diluted <sup>(1)</sup>	\$ (1.21)	\$ (0.99)	\$ (0.34)	\$ (0.66)
Weighted-average common shares outstanding used in computing net loss per share attributable to common stockholders—basic and diluted <sup>(1)</sup>	14,087,456	19,397,506	17,644,530	26,749,666

(1) See Note 4 to our consolidated financial statements included elsewhere in this prospectus for an explanation of the method used to calculate the historical basic and diluted net loss per common share and the weighted average number of shares used in the computation of the per share amounts.

	As of June 30, 2018	
	Actual	As Adjusted <sup>(2)(3)</sup>
	(in thousands)	
<b>Consolidated Balance Sheet Data:</b>		
Cash and cash equivalents	\$ 70,152	\$
Working capital <sup>(1)</sup>	66,002	
Total assets	73,298	
Total liabilities	7,777	
Accumulated deficit	(59,349)	
Total stockholders' equity	65,521	

- (1) We define working capital as current assets less current liabilities.
- (2) The as adjusted balance sheet data give effect to our issuance and sale of \_\_\_\_\_ shares of our common stock in this offering at an assumed initial public offering price of \$ \_\_\_\_\_ per share of common stock, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.
- (3) The as adjusted information discussed above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing. A \$1.00 increase or decrease in the assumed initial public offering price of \$ \_\_\_\_\_ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the as adjusted amount of each of cash and cash equivalents, working capital, total assets and total stockholders' equity by \$ \_\_\_\_\_ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. An increase or decrease of 1,000,000 shares of common stock in the number of shares offered by us, at an assumed initial public offering price of \$ \_\_\_\_\_ per share of common stock, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the as adjusted amount of each of cash and cash equivalents, working capital, total assets and total stockholders' equity by \$ \_\_\_\_\_ million assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

## RISK FACTORS

*Investing in our common stock involves a high degree of risk. Before you decide to invest in our common stock, you should consider carefully the risks described below, together with the other information contained in this prospectus, including "Management's Discussion and Analysis of Financial Condition and Results of Operation" and our consolidated financial statements and the related notes. The risks and uncertainties described below are the risks that we believe are material to us as of the date of this prospectus. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that affect us. If any of the following risks occur, our business, financial condition, results of operations and future growth prospects could be materially and adversely affected. In these circumstances, the market price of our common stock could decline, and you may lose all or part of your investment.*

### **Risks Related to Our Financial Condition and Need for Additional Capital**

***We have a limited operating history and have incurred significant losses since inception. We have no products approved for commercial sale and we expect to incur significant losses for the foreseeable future. We may never achieve or maintain profitability, which may cause the market value of our common stock to decline significantly.***

We are a clinical-stage biopharmaceutical company with a limited operating history. Since our inception in 2015, we have incurred significant losses each year. Our net losses were \$17.1 million for the year ended December 31, 2016, \$19.2 million for the year ended December 31, 2017 and \$17.8 million for the six months ended June 30, 2018. As of June 30, 2018, we had an accumulated deficit of \$59.3 million. We have financed our operations principally through private placements of our common stock. To date, we have devoted substantially all of our efforts to research and development of our lead product candidates. While our lead product candidates are in pivotal clinical trials, we cannot assure you that we will receive regulatory approval for the sale of these or other product candidates in the near term, if at all. Our other product candidates are in the early stages of clinical development or pre-clinical research. As a result, we expect that it will be a number of years, if ever, before we have any of these other product candidates approved and ready for commercialization. We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future. The net losses we incur may fluctuate significantly from quarter to quarter.

We have no product candidates approved for commercial sale, have not generated any revenue from product sales, and do not anticipate generating any revenue from product sales until sometime after we receive regulatory approval for the commercial sale of a product candidate. We cannot assure you that we will ever receive regulatory approval for any of our product candidates.

Our ability to generate revenue and achieve profitability depends significantly on our success in many factors, including:

- completing research regarding, and non-clinical and clinical development of, our product candidates;
- obtaining regulatory approvals and marketing authorizations for product candidates for which we complete clinical studies;
- developing a sustainable and scalable manufacturing process for our product candidates, including establishing and maintaining commercially viable supply relationships with third parties and establishing our own manufacturing capabilities and infrastructure;
- launching and commercializing product candidates for which we obtain regulatory approvals and marketing authorizations, either directly or with a collaborator or distributor;
- obtaining market acceptance of our product candidates as viable treatment options;

- addressing any competing products, product candidates, related technologies and/or market developments;
- identifying, assessing, acquiring and/or developing new product candidates;
- negotiating favorable terms in any collaboration, licensing, or other arrangements into which we may enter;
- maintaining, protecting, and expanding our portfolio of intellectual property rights, including patents, trade secrets, and know-how; and
- attracting, hiring, and retaining qualified personnel.

Even if one or more of the product candidates that we develop is approved for commercial sale, we anticipate incurring research, development, clinical trial, manufacturing and marketing costs associated with commercializing any approved products. Our expenses could increase beyond expectations if we are required by the FDA or other regulatory agencies, domestic or foreign, to change our manufacturing processes or assays, or to perform clinical, non-clinical, or other types of studies in addition to those that we currently anticipate. If we are successful in obtaining regulatory approvals to market one or more of our product candidates, our revenue will be dependent, in part, upon the size of the markets in the territories for which we gain regulatory approval, the accepted price for the product, the ability to obtain reimbursement at any price, and whether we own the commercial rights for that territory. If the number of our addressable disease patients is not as significant as we estimate, the indication approved by regulatory authorities is narrower than we expect, or the reasonably expected population for treatment is narrowed by competition, physician choice or treatment guidelines, we may not generate significant revenue from sales of such products, even if approved. If we are not able to generate sufficient revenue from the sale of any approved products, we may never become profitable.

***Our limited operating history may make it difficult for you to evaluate the success of our business to date and to assess our future viability.***

We were incorporated and began our operations on April 30, 2015. Our operations to date have been limited to organizing and staffing our company, business planning, raising capital, conducting clinical trials of our lead product candidates, conducting pre-clinical studies of our other product candidates, and identifying additional potential product candidates. We have not yet demonstrated our ability to successfully complete any clinical trials, including large-scale, pivotal clinical trials, obtain marketing approvals, manufacture a commercial-scale drug or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful drug commercialization. Typically, it takes about six to 10 years to develop a new drug from the time it is in Phase 1 clinical trials to when it is approved for treating patients, but in many cases it may take longer. Consequently, any predictions you make about our future success or viability may not be as accurate as they could be if we had a longer operating history or a history of successfully developing and commercializing pharmaceutical products. In addition, as a business with a limited operating history, we may encounter unforeseen expenses, difficulties, complications, delays and other known and unknown factors as we continue to develop and commercialize our product candidates. As we continue to build our business, we expect our financial condition and operating results to fluctuate significantly from quarter to quarter and year to year due to a variety of factors, many of which are beyond our control. Accordingly, you should not rely upon the results of any particular quarterly or annual periods as indications of future operating performance.

***Our payment obligations to MSK may be a drain on our cash resources, or may cause us to incur debt obligations or issue additional equity securities to satisfy such payment obligations, which may adversely affect our financial position and results of operations.***

Under the MSK License, we have committed to funding scientific research as well as conducting certain clinical trial activities at MSK through 2020. As licensed product candidates progress through clinical development and commercialization, certain milestone payments will come due, and we will owe MSK customary royalties on commercial sales of our approved products, if any, including, unless such royalties become due earlier, an annual fixed minimum royalty of \$80,000 over the royalty term starting in 2020. These milestone payments become due upon achievement of the related clinical, regulatory or sales-based milestone set forth in the MSK License. Certain of the clinical and regulatory milestone payments become due at the earlier of completion of the related milestone activity or the date indicated in the MSK License, whether or not the milestone activity has been achieved. Total clinical and regulatory milestones potentially due under the MSK License are \$2,450,000 and \$9,000,000, respectively. There are also sales-based milestones that become due should we achieve certain amounts of sales of licensed products with total sales-based milestones potentially due of \$20,000,000. Under the MSK CD33 License, we are obligated to make potential payments of \$550,000, \$500,000 and \$7,500,000 for clinical, regulatory and sales based milestones, respectively. In addition, we have committed to acquire certain personnel and laboratory services at MSK under a Master Data Services Agreement, or MDSA, and two separate Core Facility Service Agreements, or CFSAs. We have also entered into an Investigator-Sponsored Master Clinical Trial Agreement, or MCTA, under which we will provide drug product and funding for certain clinical trials at MSK under separate appendices to be executed. Additionally, we entered into a Sponsored Research Agreement, or the SRA, with MSK pursuant to which we agreed to pay MSK to conduct certain research projects over a period of five years related to the intellectual property licensed under the MSK License. We also entered into a Sponsored Research Agreement, or the CD33 SRA, in connection with the MSK CD33 License, pursuant to which we committed to provide aggregate research funding to MSK annually for a term of two years. We entered into a Manufacturing Agreement with MSK's Radiochemistry and Molecular Imaging Probes Core Facility, or RMIP, pursuant to which RMIP will complete specified manufacturing activities related to 131I-omburtamab in connection with our Phase 2 trials for Study 101. Additionally, we entered into a Sublicense Agreement, or the MabVax Sublicense, with MabVax Therapeutics Holdings, Inc., or MabVax, pursuant to which MabVax granted us all of the exclusive rights granted to MabVax under its license agreement with MSK, or the MabVax-MSK License, for a bi-valent ganglioside based vaccine intended to treat NB, or the NB vaccine. In addition to the upfront payment of \$700,000 that we have made under the terms of MabVax Sublicense, if we decide to move forward with the development of the vaccine, we have agreed to make an additional payment of \$600,000 on the first anniversary of the MabVax Sublicense, provided that no notice of termination has been made by us before such date. We will also be responsible for any potential downstream payment obligations to MSK related to the NB vaccine that were specified in the MabVax-MSK license agreement. This includes the obligation to pay development milestones totaling \$1,400,000 and mid single-digit royalty payments to MSK.

These payments could be significant and in order to satisfy our obligations to MSK, if and when they are triggered, we may use our existing cash, incur debt obligations or issue additional equity securities, which may materially and adversely affect our financial position and results of operations.

***If we engage in future acquisitions or strategic partnerships, this may increase our capital requirements, dilute our stockholders if we issue equity securities, cause us to incur debt or assume contingent liabilities, and subject us to other risks.***

We may evaluate various acquisitions and strategic partnerships, including licensing or acquiring complementary products, intellectual property rights, technologies, or businesses. Any potential acquisition or strategic partnership may entail numerous risks, including:

- increased operating expenses and cash requirements;
- the assumption of additional indebtedness or contingent liabilities;
- the issuance of our equity securities;
- assimilation of operations, intellectual property and products of an acquired company, including difficulties associated with integration;
- the diversion of our management's attention from our existing product programs and initiatives in pursuing such a strategic merger or acquisition;
- retention of key employees, the loss of key personnel, and uncertainties in our ability to maintain key business relationships;
- risks and uncertainties associated with the other party to such a transaction, including the prospects of that party and their existing products or product candidates and regulatory approvals; and
- our inability to generate revenue from acquired technology and/or products sufficient to meet our objectives in undertaking the acquisition or even to offset the associated acquisition and maintenance costs.

In addition, if we undertake acquisitions, we may issue dilutive securities, assume or incur debt obligations, incur large one-time expenses and acquire intangible assets that could result in significant future amortization expense. Moreover, we may not be able to locate suitable acquisition opportunities, which could impair our ability to grow or obtain access to technology or products that may be important to the development of our business.

***We will need substantial additional funding for our product candidates. If we fail to obtain additional funding for our product candidates, we may be forced to delay, reduce or eliminate our research and drug development programs or future commercialization efforts and our license and other agreements may be terminated.***

Developing pharmaceutical products, including conducting pre-clinical studies and clinical trials, is a very time-consuming, expensive and uncertain process that takes years to complete. We expect our expenses to increase in connection with our ongoing activities, particularly as we conduct clinical trials of, and seek marketing approval for our lead product candidates and our other product candidates. In addition, if we obtain marketing approval for any of our product candidates, we expect to incur commercialization expenses, which may be significant, related to product sales, marketing, manufacturing and distribution to the extent that such sales, marketing, manufacturing and distribution are not the responsibility of any collaborator that we may have at such time for any such product candidate. Furthermore, commencing upon the closing of this offering, we expect to incur additional costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. If we are unable to raise sufficient amounts of additional capital when needed or on attractive terms, we may be forced to delay, reduce or eliminate our research and drug development programs or our future commercialization efforts.

As of June 30, 2018, we had approximately \$70.2 million in cash and cash equivalents. We estimate that the net proceeds from this offering will be approximately \$            million after deducting

the estimated offering expenses payable by us. We believe that such proceeds, together with our existing cash and cash equivalents, will be sufficient to fund our operations through . However, changing circumstances may cause us to increase our spending significantly faster than we currently anticipate, and we may need to spend more money than currently expected because of circumstances beyond our control. We will require additional capital for further development and commercialization of our product candidates and may need to raise additional funds earlier if we choose to expand more rapidly than we presently anticipate.

In addition, we cannot be certain that additional funding will be available on acceptable terms, or at all. We have no firmly committed source of additional capital and if we are unable to raise additional capital in sufficient amounts or on terms acceptable to us, we may have to significantly delay, scale back or discontinue the development or commercialization of our product candidates or other research and development initiatives. Our licenses and other agreements may also be terminated if we are unable to meet the payment obligations under the agreements. We could be required to seek collaborators for our product candidates at an earlier stage than otherwise would be desirable or on terms that are less favorable than might otherwise be available or relinquish or license on unfavorable terms our rights to our product candidates in markets where we otherwise would seek to pursue development or commercialization ourselves. Any of the above events could significantly harm our business, prospects, financial condition and results of operations and cause the price of our common stock to decline.

***Raising additional capital may cause dilution to our stockholders, including purchasers of common stock in this offering, restrict our operations or require us to relinquish rights to our product candidates on terms unfavorable to us.***

We expect our expenses to increase in connection with our planned operations. Until such time, if ever, as we can generate substantial revenues from the sale of our product candidates, we expect to finance our cash needs through a combination of cash on hand, equity offerings, debt financings, collaborations, strategic alliances and/or licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms of these securities could include liquidation or other preferences and anti-dilution protections that could adversely affect your rights as a common stockholder. In addition, debt financing, if available, would result in fixed payment obligations and may involve agreements that include restrictive covenants that limit our ability to take specific actions, such as incurring additional debt, making capital expenditures, creating liens, redeeming stock or declaring dividends, that could adversely impact our ability to conduct our business. In addition, securing financing could require a substantial amount of time and attention from our management and may divert a disproportionate amount of their attention away from day-to-day activities, which may adversely affect our management's ability to oversee the development of our product candidates.

If we raise additional funds through collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights related to our intellectual property, future revenue streams or any of our future product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds when needed, we may be required to delay, reduce and/or eliminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

*We may expend our resources to pursue a particular product candidate or indication and fail to capitalize on other product candidates or indications that may be more profitable or for which there is a greater likelihood of success.*

We intend to focus our efforts and managerial resources on specific product candidates and on specific indications. As a result, we may forgo or delay pursuit of opportunities with other product candidates or for other indications that may prove to have greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. Failure to properly assess potential product candidates for indications could result in focusing on product candidates for indications with lower market potential, which could harm our business and financial condition. Our spending on current and future research and development programs and product candidates for specific indications may not yield any commercially viable product candidates. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through partnering, licensing or other royalty arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate or product.

***It has been determined that we have material weaknesses in our internal control over financial reporting. If our remediation of these material weaknesses is not effective, or if we experience additional material weaknesses or otherwise fail to maintain an effective system of internal controls in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our common stock. In addition, because of our status as an emerging growth company, our independent registered public accounting firm is not required to provide an attestation report as to our internal control over financial reporting for the foreseeable future.***

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles, or GAAP. As a result of becoming a public company, we will be required, pursuant to Section 404 of the Sarbanes-Oxley Act, to furnish a report by our management on, among other things, the effectiveness of our internal control over financial reporting for the first fiscal year beginning after the effective date of the registration statement of which this prospectus is a part. This assessment will need to include disclosures of any material weaknesses identified by our management in our internal control over financial reporting. A "material weakness" is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. We are in the very early stages of the costly and challenging process of planning the activities necessary to perform the evaluation needed to comply with Section 404.

In connection with the audit of our financial statements for the years ended December 31, 2016 and 2017, it was determined that we lack a sufficient number of trained professionals with an appropriate level of accounting knowledge, training and experience to: (a) design and maintain formal accounting policies, procedures and controls over the fair presentation of our financial statements; (b) analyze, record and disclose complex accounting matters timely and accurately, including share-based compensation arrangements and accounting for license arrangements; and (c) design and maintain controls over the preparation and review of account reconciliations, journal entries and financial statements, including maintaining appropriate segregation of duties.

Each of these control deficiencies could result in a misstatement of these accounts or disclosures that would result in a material misstatement of our annual or interim consolidated financial statements that would not be prevented or detected, and accordingly, it was determined that these control deficiencies constitute material weaknesses.

We have begun evaluating and implementing additional procedures to address these material weaknesses, however, we cannot assure you that these or other measures will fully remediate the material weaknesses described above in a timely manner. We intend to begin addressing the material weaknesses identified above by hiring additional finance and accounting personnel and increasing the oversight and review procedures with regard to financial reporting, financial processes and procedures and internal control procedures. Nevertheless, we cannot assure you that we will be able to remedy our current material weaknesses. If we are unable to remediate the material weaknesses, or otherwise maintain effective internal control over financial reporting, we may not be able to report our financial results accurately, prevent fraud or file our periodic reports in a timely manner. If our remediation of these material weaknesses is not effective, or if we experience additional material weaknesses or otherwise fail to maintain an effective system of internal controls in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our common stock. We cannot assure you that all of our existing material weaknesses have been identified, or that we will not in the future identify additional material weaknesses.

Our independent registered public accounting firm will not be required to formally attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 until the later of the year following our first annual report required to be filed with the SEC, or the date we are no longer an "emerging growth company" as defined in the JOBS Act, if we take advantage (as we expect to do) of the exemptions contained in the JOBS Act. We will remain an "emerging growth company" for up to five years, although if the market value of our common stock that is held by non-affiliates exceeds \$700 million as of June 30 of any year before that time, we would cease to be an "emerging growth company" as of December 31 of that year. At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our controls are documented, designed or operating. Our remediation efforts may not enable us to avoid material weaknesses in our internal control over financial reporting in the future.

If we are unsuccessful in building an appropriate accounting infrastructure, we may not be able to prepare and disclose, in a timely manner, our financial statements and other required disclosures, or comply with existing or new reporting requirements. Any failure to report our financial results on an accurate and timely basis could result in sanctions, lawsuits, delisting of our shares from the Nasdaq Global Market or other adverse consequences that would materially harm to our business. If we cannot provide reliable financial reports or prevent fraud, our business and results of operations could be harmed and investors could lose confidence in our reported financial information. Any of the foregoing occurrences, should they come to pass, could negatively impact the public perception of our company, which could have a negative impact on our stock price.

### **Risks Related to Product Development and Commercialization**

***Our product candidates and related technologies are novel approaches to cancer treatment that present significant challenges, and our ability to generate product revenue is dependent on the success of one or more of our lead product candidates, which will require additional clinical testing before we can seek regulatory approval and begin commercial sales.***

Our product candidates and related technologies represent novel approaches to cancer treatment generally, and developing and commercializing our product candidates subjects us to a number of challenges. We currently generate no revenues from sales of any products, we have never obtained marketing approval for a product candidate and we may never be able to develop a marketable product. Our ability to generate product revenue is highly dependent on our ability to obtain regulatory approval of and successfully commercialize one or more of our lead product candidates, which will require additional clinical and non-clinical development, regulatory review and approval in each jurisdiction in which we intend to market them, substantial investment, access to

sufficient commercial manufacturing capacity, and significant marketing efforts before we can generate any revenue from product sales. We cannot be certain that any of our product candidates will be successful in clinical studies and they may not receive regulatory approval even if they are successful in clinical studies.

The success of our product candidates, including our lead product candidates, will depend on several factors, including the following:

- successful and timely completion of our ongoing clinical trials;
- initiation and successful patient enrollment and completion of additional clinical trials on a timely basis;
- safety, tolerability and efficacy profiles that are satisfactory to the FDA or any comparable foreign regulatory authority for marketing approval;
- timely receipt of marketing approvals for our lead product candidates from applicable regulatory authorities;
- the performance of our future collaborators, if any;
- the extent of any required post-marketing approval commitments to applicable regulatory authorities;
- establishment of supply arrangements with third-party raw materials and drug product suppliers and manufacturers;
- establishment of scaled production arrangements with third-party manufacturers to obtain finished products that are appropriately packaged for sale;
- obtaining and maintaining patent protection, trade secret protection and regulatory exclusivity, both in the United States and internationally;
- protection of our rights in our intellectual property portfolio, including our licensed intellectual property;
- successful launch of commercial sales following any marketing approval;
- a continued acceptable safety profile following any marketing approval;
- commercial acceptance by patients, the medical community and third-party payors; and
- our ability to compete with other therapies.

We do not have complete control over many of these factors, including certain aspects of clinical development and the regulatory submission process, potential threats to our intellectual property rights and the manufacturing, marketing, distribution and sales efforts of any future collaborator.

In addition, because our lead product candidates are our most advanced product candidates, and because our other product candidates are based on similar technology, if our lead product candidates encounter safety or efficacy problems, developmental delays, regulatory issues, or other problems, our development plans and business could be significantly harmed. Further, competitors who are developing products with similar technology may experience problems with their products that could identify problems that would potentially harm our business.

***Drug development is a lengthy and expensive process, with an uncertain outcome. If clinical trials of our product candidates fail to demonstrate safety and efficacy to the satisfaction of regulatory authorities or do not otherwise produce positive results, we may incur additional costs, experience delays in completing, or ultimately be unable to complete, the development of our product candidates or be unable to obtain marketing approval. We may encounter substantial delays in our clinical trials, or may not be able to conduct our trials on the timelines we expect.***

Before obtaining marketing approval from regulatory authorities for the sale of our product candidates, we must complete pre-clinical development and then conduct extensive clinical trials to demonstrate the safety and efficacy of our product candidates. Clinical testing is expensive, difficult to design and implement, can take many years to complete and is uncertain as to outcome. Failure of one or more clinical trials can occur at any stage of testing. The outcome of pre-clinical studies and early-stage clinical trials may not be predictive of the success of later clinical trials, and interim results of a clinical trial, such as the results of our ongoing clinical trials of our lead product candidates, do not necessarily predict final results. Moreover, pre-clinical and clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in pre-clinical studies and clinical trials have nonetheless failed to obtain marketing approval of their drugs.

We cannot guarantee that any clinical studies will be conducted as planned or completed on schedule, if at all. In addition, we cannot be sure that we will be able to submit INDs for any of our product candidates in the future and we cannot be sure that submission of an IND will result in the FDA allowing clinical trials to begin. Moreover, even if these trials begin, issues may arise that could suspend or terminate such clinical trials. A failure of one or more clinical studies can occur at any stage of testing, and our future clinical studies may not be successful.

***The market opportunities for our product candidates may be limited to those patients who are ineligible for or have failed prior treatments and may be small. If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.***

Our current potential patient population is based on our beliefs and estimates regarding the incidence or prevalence of certain types of cancers that may be addressable by our product candidates, which is derived from a variety of sources, including scientific literature, surveys of clinics, patient foundations, or market research. Our projections may prove to be incorrect and the number of potential patients may turn out to be lower than expected. Even if we obtain significant market share for our product candidates, because the potential target populations are small, we may never achieve profitability without obtaining regulatory approval for additional indications, including use of our product candidates for front-line and second-line therapy.

We expect to initially seek approval of some of our product candidates as second or third-line therapies for patients who have failed other approved treatments. Subsequently, for those product candidates that prove to be sufficiently beneficial, if any, we would expect to seek approval as a second-line therapy and potentially as a front-line therapy, but there is no guarantee that our product candidates, even if approved for third-line therapy, would be approved for second-line or front-line therapy. In addition, we may have to conduct additional clinical trials prior to gaining approval for second-line or front-line therapy.

The timely completion of clinical trials in accordance with their protocols depends, among other things, on our ability to enroll a sufficient number of patients who remain in the trial until its conclusion. We may experience difficulties in patient enrollment in our clinical trials for a variety of reasons, including:

- the size and nature of the patient population;

- the patient eligibility criteria defined in the protocol;
- the size of the study population required for analysis of the trial's primary endpoints;
- the proximity of patients to trial sites;
- the design of the trial;
- our ability to recruit clinical trial investigators with the appropriate competencies and experience;
- competing clinical trials for similar therapies or other new therapeutics not involving our product candidates and or related technologies;
- clinicians' and patients' perceptions as to the potential advantages and side effects of the product candidate being studied in relation to other available therapies, including any new drugs or treatments that may be approved for the indications we are investigating;
- our ability to obtain and maintain patient consents; and
- the risk that patients enrolled in clinical trials will not complete a clinical trial.

In addition, our clinical trials will compete with other clinical trials for product candidates that are in the same therapeutic areas as our product candidates, and this competition will reduce the number and types of patients available to us, because some patients who might have opted to enroll in our trials may instead opt to enroll in a trial being conducted by one of our competitors. We expect to conduct some of our clinical trials at the same clinical trial sites that some of our competitors use, which will reduce the number of patients who are available for our clinical trials at such clinical trial sites. Moreover, because our product candidates represent a departure from more commonly used methods for cancer treatment, potential patients and their doctors may be inclined to only use conventional therapies, such as chemotherapy and radiation, rather than enroll patients in any future clinical trial.

Even if we are able to enroll a sufficient number of patients in our clinical trials, delays in patient enrollment may result in increased costs or may affect the timing or outcome of the planned clinical trials, which could prevent completion of these trials and adversely affect our ability to advance the development of our product candidates.

***Our product candidates may cause serious adverse events, or SAEs, undesirable side effects or have other properties that could halt their clinical development, prevent, delay, or cause the withdrawal of their regulatory approval, limit their commercial potential, or result in significant negative consequences, including death of patients. If any of our product candidates receives marketing approval and we, or others, later discover that the drug is less effective than previously believed or causes undesirable side effects that were not previously identified, our ability, or that of any potential future collaborators, to market the drug could be compromised.***

As with most biological drug products, use of our product candidates could be associated with undesirable side effects or adverse events which can vary in severity from minor reactions to death and in frequency from infrequent to prevalent. Undesirable side effects or unacceptable toxicities caused by our product candidates could cause us or regulatory authorities to interrupt, delay, or halt clinical trials. To date, there have been no significant long-term toxicities among patients treated with our lead product candidates.

Treatment-related undesirable side effects or adverse events could also affect patient recruitment or the ability of enrolled subjects to complete the trial, or could result in potential product liability claims. In addition, these side effects may not be appropriately or timely recognized or managed by the treating medical staff, particularly outside of the research institutions that collaborate with us. We expect to have to educate and train medical personnel using our product candidates to

understand their side effect profiles, both for our planned clinical trials and upon any commercialization of any product candidates. Inadequate training in recognizing or managing the potential side effects of our product candidates could result in adverse effects to patients, including death. Any of these occurrences may materially and adversely harm our business, financial condition and prospects.

Clinical trials of our product candidates must be conducted in carefully defined subsets of patients who have agreed to enter into clinical trials. Consequently, it is possible that our clinical trials, or those of any potential future collaborator, may indicate an apparent positive effect of a product candidate that is greater than the actual positive effect, if any, or alternatively fail to identify undesirable side effects. If one or more of our product candidates receives marketing approval and we, or others, discover that the drug is less effective than previously believed or causes undesirable side effects that were not previously identified, including during any long-term follow-up observation period recommended or required for patients who receive treatment using our products, a number of potentially significant negative consequences could result, including:

- regulatory authorities may withdraw approvals of such product or seize the product;
- we, or any future collaborators, may be required to recall the product, change the way such product is administered to patients or conduct additional clinical trials;
- additional restrictions may be imposed on the marketing of, or the manufacturing processes for, the particular product;
- regulatory authorities may require additional warnings on the label, such as a "black box" warning or a contraindication, or impose distribution or use restrictions;
- we, or any future collaborators, may be required to create a Risk Evaluation and Mitigation Strategy, or REMS, which could include a medication guide outlining the risks of such side effects for distribution to patients, a communication plan for healthcare providers, and/or other elements to assure safe use;
- we, or any future collaborators, may be subject to fines, injunctions or the imposition of civil or criminal penalties;
- we, or any future collaborators, could be sued and held liable for harm caused to patients;
- the drug may become less competitive; and
- our reputation may suffer.

Any of the foregoing could prevent us from achieving or maintaining market acceptance of the particular product candidate, if approved, and could significantly harm our business, results of operations, and prospects, and could adversely impact our financial condition, results of operations or the market price of our common stock.

***The outcome of pre-clinical studies and early clinical trials may not be predictive of the success of later clinical trials, interim results of a clinical trial do not necessarily predict final results, and the results of our clinical trials may not satisfy the requirements of the FDA or comparable foreign regulatory authorities, and if an adverse safety issue, clinical hold or other adverse finding occurs in one or more of our clinical trials of our lead product candidates, such event could adversely affect our other clinical trials of our lead product candidates.***

Success in pre-clinical studies and early-stage clinical trials does not mean that future larger registration clinical trials will be successful because product candidates in later-stage clinical trials may fail to demonstrate sufficient safety and efficacy to the satisfaction of the FDA and non-U.S. regulatory authorities despite having progressed through pre-clinical studies and early-stage clinical trials. Product candidates that have shown promising results in pre-clinical studies and early-stage clinical trials may still suffer significant setbacks in subsequent clinical trials. Additionally, the outcome of pre-clinical studies and early-stage clinical trials may not be predictive of the success of later-stage clinical trials.

From time to time, we may publish or report interim or preliminary data from our clinical trials. Interim or preliminary data from clinical trials that we may conduct may not be indicative of the final results of the trial and are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. Interim or preliminary data also remain subject to audit and verification procedures that may result in the final data being materially different from the interim or preliminary data. As a result, interim or preliminary data should be viewed with caution until the final data are available.

In addition, the design of a clinical trial can determine whether its results will support approval of a drug and flaws in the design of a clinical trial may not become apparent until the clinical trial is well advanced. We may be unable to design and conduct a clinical trial to support marketing approval. Further, if our product candidates are found to be unsafe or lack efficacy, we will not be able to obtain marketing approval for them and our business would be harmed. A number of companies in the pharmaceutical industry, including those with greater resources and experience than us, have suffered significant setbacks in advanced clinical trials, even after obtaining promising results in pre-clinical studies and earlier clinical trials.

In some instances, there can be significant variability in safety and efficacy results between different clinical trials of the same product candidate due to numerous factors, including changes in trial protocols, differences in size and type of the patient populations, differences in and adherence to the dosing regimen and other trial protocols and the rate of dropout among clinical trial participants. We do not know whether any clinical trials we may conduct will demonstrate consistent or adequate efficacy and safety sufficient to obtain marketing approval to market our product candidates. We have multiple clinical trials of our lead product candidates currently ongoing. In the event that an adverse safety issue, clinical hold or other adverse finding occurs in one or more of our clinical trials of our lead product candidates, such event could adversely affect our other clinical trials of our lead product candidates.

In October 2017, the FDA issued a partial clinical hold on our IND for naxitamab. A partial clinical hold, as opposed to a full clinical hold, is a delay or suspension of only a specific part of the clinical work requested under the IND, which allows otherwise unaffected parts of the clinical work to proceed under the IND. The FDA stated that the proposed acceptance criterion for the ADCC-CD16, ADCC-CD32, and CDC assays were too wide to provide sufficient control over these attributes, which are critical for safety and efficacy. ADCC and CDC refer to antibody dependent cell-mediated cytotoxicity and complement-dependent cytotoxicity, respectively. We submitted a response to the FDA in March 2018, and met with the FDA on April 24, 2018. Subsequently, we submitted a complete response to the partial clinical hold to the FDA in May 2018 and the partial clinical hold was removed on June 7, 2018. One or more clinical trials of our lead product candidates may be subject to additional clinical holds in the future, which may ultimately delay or otherwise adversely affect the clinical development of our lead product candidates.

In addition, we have initiated Study 101 and Study 201 to form the primary basis for our planned BLAs, to establish comparability of study population and pharmacokinetics analysis with Study 03-133 and Study 12-230, respectively, and to satisfy the confirmatory study and post-marketing requirements by the FDA. If the results of these studies fail to demonstrate comparability to the satisfaction of the FDA and other comparable regulatory authorities, this may lead to a delay in, or otherwise adversely affect, such clinical trials, including the timing of submission of BLAs.

Further, our product candidates may not be approved even if they achieve their primary endpoints in Phase 3 trials or other pivotal trials. The FDA or non-U.S. regulatory authorities may disagree with our trial design and our interpretation of data from pre-clinical studies and clinical trials. In addition, any of these regulatory authorities may change requirements for the approval of a product candidate even after reviewing and providing comments or advice on a protocol for a pivotal clinical

trial that has the potential to result in approval by the FDA or another regulatory authority. In addition, any of these regulatory authorities may also approve a product candidate for fewer or more limited indications than we request or may grant approval contingent on the performance of costly post-marketing clinical trials. The FDA or other non-U.S. regulatory authorities may not approve the labeling claims that we believe would be necessary or desirable for the successful commercialization of our product candidates.

Before obtaining marketing approvals for the commercial sale of any product candidate for a target indication, we must demonstrate with substantial evidence gathered in pre-clinical studies and well-controlled clinical studies, and, with respect to approval in the United States, to the satisfaction of the FDA, that the product candidate is safe and effective for use for that target indication. There is no assurance that the FDA or non-U.S. regulatory authorities will consider our future clinical trials to be sufficient to serve as the basis for approval of one of our product candidates for any indication. The FDA and non-U.S. regulatory authorities retain broad discretion in evaluating the results of our clinical trials and in determining whether the results demonstrate that a product candidate is safe and effective. If we are required to conduct additional clinical trials of a product candidate than we expect prior to its approval, we will need substantial additional funds and there is no assurance that the results of any such additional clinical trials will be sufficient for approval.

***Research and development of biopharmaceutical products is inherently risky. We may not be successful in our efforts to create a pipeline of product candidates and develop commercially successful products. If we fail to develop additional product candidates, our commercial opportunity will be limited.***

The product candidates and related technologies we have licensed have not yet led, and may never lead, to approved or commercially successful products. Even if we are successful in continuing to build our pipeline, obtaining regulatory approvals and commercializing our product candidates will require substantial additional funding beyond the net proceeds of this offering and are prone to the risks of failure inherent in medical product development. Investment in biopharmaceutical product development involves significant risk that any potential product candidate will fail to demonstrate adequate efficacy or an acceptable safety profile, gain regulatory approval, and/or become commercially viable. We cannot provide you any assurance that we will be able to successfully advance any of these additional product candidates through the development process. Our research programs may initially show promise in identifying potential product candidates, yet fail to yield product candidates for clinical development or commercialization for many reasons, including the following:

- we may not be successful in identifying additional product candidates;
- we may not be able to assemble sufficient resources to acquire or discover additional product candidates;
- our product candidates may not succeed in pre-clinical or clinical testing;
- a product candidate may on further study be shown to have harmful side effects or other characteristics that indicate it is unlikely to be effective or otherwise does not meet applicable regulatory criteria;
- competitors may develop alternatives that render our product candidates obsolete or less attractive;
- product candidates we develop may nevertheless be covered by third parties' patents or other exclusive rights;
- the market for a product candidate may change so that the continued development of that product candidate is no longer reasonable;

- a product candidate may not be capable of being produced in commercial quantities at an acceptable cost, or at all; and
- a product candidate may not be accepted as safe and effective by patients, the medical community or third-party payors, if applicable.

If any of these events occur, we may be forced to abandon our development efforts for a program or programs, or we may not be able to identify, discover, develop, or commercialize additional product candidates, which would have a material adverse effect on our business and could potentially cause us to cease operations. Even if we receive approval to market our product candidates from the FDA, the EMA, or other regulatory bodies, whether for the treatment of cancers or other diseases, we cannot assure you that any such product candidates will be successfully commercialized, widely accepted in the marketplace or more effective than other commercially available alternatives.

***Even if any of our product candidates receive marketing approval, they may fail to achieve the degree of market acceptance by physicians, patients, healthcare payors and others in the medical community necessary for commercial success.***

If any of our product candidates receive marketing approval, they may nonetheless fail to gain sufficient market acceptance by physicians, patients, healthcare payors and others in the medical community. For example, current cancer treatments like chemotherapy and radiation therapy are well-established in the medical community, and doctors may continue to rely on these treatments. If our product candidates do not achieve an adequate level of acceptance, we may not generate significant revenues from sales of drugs and we may not become profitable. The degree of market acceptance of our product candidates, if approved for commercial sale, will depend on a number of factors, including:

- the efficacy and safety of the product;
- developing processes for the safe administration of our products, including long-term follow-up for all patients who receive the product;
- the potential advantages of the product compared to competitive therapies;
- the prevalence and severity of any side effects;
- whether the product is designated under physician treatment guidelines as a first-, second- or third-line therapy;
- our ability, or the ability of any potential future collaborators, to offer the product for sale at competitive prices;
- the product's convenience and ease of administration compared to alternative treatments;
- the willingness of the target patient population to try, and of physicians to prescribe, the product;
- limitations or warnings, including distribution or use restrictions contained in the product's approved labeling;
- the strength of sales, marketing and distribution support;
- changes in the standard of care for the targeted indications for the product; and
- availability and amount of coverage and reimbursement from government payors, managed care plans and other third-party payors.

*We currently have no marketing and sales organization and have no experience in marketing products. We may not be successful in commercializing our product candidates if and when they are approved unless we are able to establish sales and marketing capabilities or enter into agreements with third parties to sell and market such approved products.*

We do not have a sales or marketing infrastructure and have no experience in the sale or marketing of pharmaceutical drugs. We are not currently a party to a strategic collaboration that provides us with access to a collaborator's resources in selling or marketing drugs. To achieve commercial success for any approved drug for which sales and marketing is not the responsibility of any strategic collaborator that we may have in the future, we must either develop a sales and marketing organization or outsource these functions to other third parties. In the future, we may choose to build a sales and marketing infrastructure to market or co-promote some of our product candidates if and when they are approved, or enter into collaborations with respect to the sale and marketing of our product candidates.

There are risks involved with both establishing our own sales and marketing capabilities and entering into arrangements with third parties to perform these services. For example, recruiting and training even a small sales force can be expensive and time-consuming and could delay any commercial launch of a product candidate. If the commercial launch of a product candidate for which we recruit a sales force and establish marketing capabilities is delayed or does not occur for any reason, we would have prematurely or unnecessarily incurred these commercialization expenses. This may be costly, and our investment would be lost if we cannot retain or reposition our sales and marketing personnel.

Factors that may inhibit our efforts to commercialize our drugs on our own after obtaining any regulatory approval to gain market acceptance include:

- our inability to recruit and retain adequate numbers of effective sales and marketing personnel;
- the inability of sales personnel to obtain access to physicians or persuade adequate numbers of physicians to prescribe any future drugs;
- the lack of complementary drugs to be offered by sales personnel, which may put us at a competitive disadvantage relative to companies with more extensive drug lines;
- unforeseen costs and expenses associated with creating an independent sales and marketing organization; and
- inability to obtain sufficient coverage and reimbursement from third-party payors and governmental agencies.

If we enter into arrangements with third parties to perform sales and marketing services, our revenues from the sale of drugs or the profitability of these revenues to us are likely to be lower than if we were to market and sell any drugs that we develop ourselves. In addition, we may not be successful in entering into arrangements with third parties to sell and market our product candidates or may be unable to do so on terms that are favorable to us. We likely will have little control over such third parties, and any of them may fail to devote the necessary resources and attention to sell and market our drugs effectively. If we do not establish sales and marketing capabilities successfully, either on our own or in collaboration with third parties, we will not be successful in commercializing our product candidates.

***A variety of risks associated with operating our business internationally could materially adversely affect our business.***

We plan to seek regulatory approval of our product candidates outside of the United States and, accordingly, we expect that we, and any potential collaborators in those jurisdictions, will be subject to additional risks related to operating in foreign countries, including:

- differing regulatory requirements in foreign countries;
- unexpected changes in tariffs, trade barriers, price and exchange controls, and other regulatory requirements;
- economic weakness, including inflation, or political instability in particular foreign economies and markets;
- compliance with tax, employment, immigration, and labor laws for employees living or traveling abroad;
- foreign taxes, including withholding of payroll taxes;
- foreign currency fluctuations, which could result in increased operating expenses and reduced revenue, and other obligations incident to doing business in another country;
- difficulties staffing and managing foreign operations;
- workforce uncertainty in countries where labor unrest is more common than in the United States;
- potential liability under the Foreign Corrupt Practices Act of 1977, or FCPA, Office of Foreign Assets Control, or OFAC, Anti-Money Laundering Program as required by the Bank Secrecy Act and its implementing regulations, or comparable foreign laws;
- challenges enforcing our contractual and intellectual property rights, especially in those foreign countries that do not respect and protect intellectual property rights to the same extent as the United States;
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and
- business interruptions resulting from geo-political actions, including war and terrorism.

These and other risks associated with our planned international operations may materially adversely affect our ability to attain or maintain profitable operations.

***We face significant competition from other biotechnology and pharmaceutical companies, and our operating results will suffer if we fail to compete effectively.***

The biopharmaceutical industry, and the market for developing antibody-based products in particular, is characterized by intense competition and rapid innovation. Our competitors may be able to develop other compounds or drugs that are able to achieve similar or better results. Our potential competitors include major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical companies, universities, and other research institutions. Many of our competitors have substantially greater financial, technical and other resources, such as larger research and development staff and experienced marketing and manufacturing organizations as well as established sales forces. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large, established companies. Mergers and acquisitions in the biotechnology and pharmaceutical industries may result in even more resources being concentrated in our competitors. Competition may increase further as a result of advances in the

commercial applicability of technologies and greater availability of capital for investment in these industries. Our competitors, either alone or with collaborative partners, may succeed in developing, acquiring or licensing on an exclusive basis drug or biologic products that are more effective, safer, more easily commercialized, or less costly than our product candidates or may develop proprietary technologies or secure patent protection that we may need for the development of our product candidates and related technologies.

Specifically, MacroGenics, Inc. and Daiichi Sankyo Co. are developing antibodies against B7-H3. United Therapeutics Corporation has commercialized Unituxin (dinutuximab), an antibody against GD2, in the United States. In addition, naxitamab may face competition from dinutuximab beta, a similar antibody product against GD2 developed by Apeiron Biologics AG, or Apeiron, that was approved in Europe in May 2017 to treat high-risk NB. Apeiron has announced that it has plans to file for registration of dinutuximab beta in the U.S. in the first quarter of 2019. In October 2016, EUSA Pharma (UK) Ltd., or EUSA, announced that it had acquired global commercialization rights to dinutuximab beta, which is currently being commercialized under the name Qarziba® in Europe.

Even if we obtain regulatory approval of our product candidates, we may not be the first to market and that may affect the price or demand for our product candidates. Additionally, the availability and price of our competitors' products could limit the demand and the price we are able to charge for our product candidates. We may not be able to implement our business plan if the acceptance of our product candidates is inhibited by price competition or the reluctance of physicians to switch from existing methods of treatment to our product candidates, or if physicians switch to other new drug or biologic products or choose to reserve our product candidates for use in limited circumstances. Additionally, a competitor could obtain orphan product exclusivity from the FDA with respect to such competitor's product. If such competitor product is determined to be the same product as one of our product candidates, that may prevent us from obtaining approval from the FDA for such product candidate for the same indication for seven years, except in limited circumstances.

***We have entered into several agreements with MSK that are important to our business. We may also form or seek other collaborations or strategic alliances or enter into additional licensing arrangements in the future but may not realize the benefits of such collaborations or strategic alliances. If we are unable to enter into future collaborations, or if such collaborations are not successful, our business could be adversely affected.***

We currently have in place several agreements with MSK that are important and we may form or seek strategic alliances, create joint ventures or collaborations, or enter into additional licensing arrangements with third parties that we believe will complement or augment our development and commercialization efforts with respect to our product candidates and any future product candidates that we may develop. Any of these relationships may require us to incur other charges, increase our near and long-term expenditures, issue securities that dilute our existing stockholders, or disrupt our management and business. In addition, we face significant competition in seeking appropriate strategic partners and the negotiation process is time-consuming and complex. Moreover, we may not be successful in our efforts to establish a strategic partnership or other alternative arrangements for our product candidates because they may be deemed to be at too early a stage of development for collaborative effort and third parties may not view our product candidates as having the requisite potential to demonstrate safety and efficacy.

Further, arrangements with third parties, such as our arrangement with MSK, or any potential future collaborations we may enter into involving our product candidates, are subject to numerous risks, including the following:

- such third parties or any potential future collaborators may have significant discretion in determining the efforts and resources that they will apply to a collaboration;

- such third parties or any potential future collaborators may not pursue development and commercialization of our product candidates or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in their strategic focus due to the acquisition of competitive products, availability of funding, or other external factors, such as a business combination that diverts resources or creates competing priorities;
- such third parties or any potential future collaborators may delay clinical trials, provide insufficient funding for a clinical trial, stop a clinical trial, abandon a product candidate, repeat or conduct new clinical trials, or require a new formulation of a product candidate for clinical testing;
- such third parties or any potential future collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products or product candidates;
- product candidates discovered through such arrangements or any potential future collaborations with us may be viewed by such third parties or any potential future collaborators as competitive with their own product candidates or products, which may cause such third parties or collaborators to cease to devote resources to the commercialization of our product candidates;
- such third party or any potential future collaborator with marketing and distribution rights to one or more products may not commit sufficient resources to their marketing and distribution;
- such third parties or any potential future collaborators may not properly maintain or defend our intellectual property rights or may use our intellectual property or proprietary information in a way that gives rise to actual or threatened litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential liability;
- disputes may arise between us and such third party or any potential future collaborator that cause the delay or termination of the research, development or commercialization of our product candidates, or that result in costly litigation or arbitration that diverts management attention and resources;
- such third parties or any potential future collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability;
- such arrangements or any potential future collaborations may be terminated and, if terminated, may result in a need for additional capital to pursue further development or commercialization of the applicable product candidates; and
- such third parties or any potential future collaborators may own or co-own intellectual property covering our products that results from our collaborating with them, and in such cases, we would not have the exclusive right to commercialize such intellectual property.

As a result, if we are unable to maintain current arrangements or enter into and maintain future arrangements and collaborations, or if such arrangements or collaborations are not successful, our business could be adversely affected. If we enter into certain arrangements or collaboration agreements and strategic partnerships or license our products or businesses, we may not be able to realize the benefit of such transactions if we are unable to successfully integrate them with our existing operations and company culture, which could delay our timelines or otherwise adversely affect our business. We also cannot be certain that, following a strategic transaction or license, we will achieve the revenue or specific net income that justifies such transaction. Any delays in entering into new

collaborations or strategic partnership agreements related to our product candidates could delay the development and commercialization of our product candidates in certain territories for certain indications, which would harm our business prospects, financial condition, and results of operations.

***If we or third parties, such as contract research organizations, or CROs, or contract manufacturing organizations, or CMOs, use hazardous and biological materials in a manner that causes injury or violates applicable law, we may be liable for damages.***

Our research and development activities may involve the controlled use of potentially hazardous substances, including chemical and biological materials, by us or third parties, such as CROs and CMOs. The use of Iodine-131, Iodine-124 and Lutetium-177-labeled antibody treatments involves the inherent risk of exposure from gamma ray emissions, which can alter or harm healthy cells in the body. We and such third parties are subject to federal, state, and local laws and regulations in the United States and Europe governing the use, manufacture, storage, handling, and disposal of medical and hazardous materials. Although we believe that our and such third-parties' procedures for using, handling, storing, and disposing of these materials comply with legally prescribed standards, we cannot completely eliminate the risk of contamination or injury resulting from medical or hazardous materials. As a result of any such contamination or injury, we may incur liability or local, city, state, or federal authorities may curtail the use of these materials and interrupt our business operations. In the event of an accident, we could be held liable for damages or penalized with fines, and the liability could exceed our resources. Compliance with applicable environmental laws and regulations is expensive, and current or future environmental regulations may impair our research, development and production efforts, which could harm our business, prospects, financial condition, or results of operations. We currently maintain insurance coverage for injuries resulting from the hazardous materials we use; however, future claims may exceed the amount of our coverage. Also, we do not have insurance coverage for pollution cleanup and removal. Currently the costs of complying with such federal, state, local and foreign environmental regulations are not significant, and consist primarily of waste disposal expenses. However, they could become expensive, and current or future environmental laws or regulations may impair our research, development, production and commercialization efforts.

***Our internal computer systems, or those used by our third-party research institution collaborators, CROs or other contractors or consultants, may fail or suffer security breaches.***

Despite the implementation of security measures, our internal computer systems and those of our future CROs and other contractors and consultants are vulnerable to damage from computer viruses and unauthorized access. Although to our knowledge we have not experienced any such material system failure or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our development programs and our business operations. For example, the loss of clinical trial data from completed or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Likewise, we rely on our third-party research institution collaborators for research and development of our product candidates and other third parties for the manufacture of our product candidates and to conduct clinical trials, and similar events relating to their computer systems could also have a material adverse effect on our business. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the further development and commercialization of our product candidates could be delayed.

***Business disruptions could seriously harm our future revenue and financial condition and increase our costs and expenses.***

Our operations, and those of our third-party research institution collaborators, CROs, CMOs, suppliers, and other contractors and consultants, could be subject to earthquakes, power shortages, telecommunications failures, water shortages, floods, hurricanes, typhoons, fires, extreme weather conditions, medical epidemics, terrorist activities, and other natural or man-made disasters or business interruptions, for which we are predominantly self-insured. In addition, we rely on our third-party research institution collaborators for conducting research and development of our product candidates, and they may be affected by government shutdowns or withdrawn funding. The occurrence of any of these business disruptions could seriously harm our operations and financial condition and increase our costs and expenses. We rely on third-party manufacturers to produce and process our product candidates. Our ability to obtain clinical supplies of our product candidates could be disrupted if the operations of these suppliers are affected by a man-made or natural disaster or other business interruption. Damage or extended periods of interruption to our third-party collaborators', including MSK's, corporate, development or research facilities due to fire, natural disaster, power loss, communications failure, unauthorized entry or other events could cause us to cease or delay development of some or all of our product candidates. Although we intend to maintain property damage and business interruption insurance coverage on these facilities, our insurance might not cover all losses under such circumstances and our business may be seriously harmed by such delays and interruption.

***If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of our product candidates.***

We face an inherent risk of product liability as a result of the clinical testing of our product candidates and will face an even greater risk if we commercialize any products. For example, we may be sued if our product candidates cause or are perceived to cause injury or are found to be otherwise unsuitable during clinical testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability or a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our product candidates. Even successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for our products;
- injury to our reputation;
- withdrawal of clinical trial participants and inability to continue clinical trials;
- initiation of investigations by regulators;
- costs to defend the related litigation;
- a diversion of management's time and our resources;
- substantial monetary awards to trial participants or patients;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- exhaustion of any available insurance and our capital resources;
- the inability to commercialize any product candidate;

- loss of any potential future revenue; and
- a decline in our share price.

Our inability to obtain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of products we develop, alone or with collaborators. Although we carry \$5.0 million of clinical trial insurance, the amount of such insurance coverage may not be adequate, we may be unable to maintain such insurance, or we may not be able to obtain additional or replacement insurance at a reasonable cost, if at all. Our insurance policies may also have various exclusions, and we may be subject to a product liability claim for which we have no coverage. We may have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts. Even if our agreements with any future corporate collaborators entitle us to indemnification against losses, such indemnification may not be available or adequate should any claim arise.

#### **Risks Related to Our Dependence on Third Parties**

***Third parties have sponsored all clinical trials of our lead product candidates so far, and our ability to influence the design and conduct of such clinical trials has been limited. We have incurred significant expenses and are obligated to make significant payments in the future with respect to such clinical trials. We plan to assume control over the future clinical and regulatory development of such product candidates, including obtaining sponsorship of existing INDs or filing new company-sponsored INDs, which will entail substantial additional expenses and may be subject to delay. Any failure by a third party to meet its obligations with respect to the clinical and regulatory development of our product candidates may delay or impair our ability to obtain regulatory approval for our product candidates and result in liability for our company.***

We have sponsored only a limited number of clinical trials relating to our lead product candidates. Instead, faculty members at our third-party research institution collaborators, or those institutions themselves, have sponsored most of the clinical trials relating to these product candidates, in each case, under their own INDs. We have incurred significant expenses and are obligated to make significant payments in the future with respect to such clinical trials. To date, we have assumed control of only a limited number of such clinical trials and plan to assume control of the overall clinical and regulatory development of our lead product candidates for future clinical trials and obtain sponsorship of the INDs or file new company-sponsored INDs, all of which will cause us to incur substantial additional expenses and may be subject to delay. Failure to obtain, or delays in obtaining, sponsorship of INDs or in filing new company-sponsored INDs for these or any other product candidates we determine to advance could negatively affect the timing of our potential future clinical trials. Such an impact on timing could increase research and development costs and could delay or prevent obtaining regulatory approval for our most advanced product candidates, either of which could have a material adverse effect on our business.

Further, even in the event that the IND sponsorship is obtained for existing and new INDs, we did not control the design or conduct of the previous trials. It is possible that the FDA will not accept these previous trials as providing adequate support for future clinical trials, whether controlled by us or third parties, for any reason, including the safety, purity, and potency of the product candidate, the degree of product characterization, elements of the design or execution of the previous trials or safety concerns, or other trial results. We may also be subject to liabilities arising from any treatment-related injuries or adverse effects in patients enrolled in these previous trials. As a result, we may be subject to unforeseen third-party claims and delays in our potential future clinical trials. We may also be required to repeat in whole or in part clinical trials previously conducted by our third-party research institution collaborators, which will be expensive and delay the submission and licensure or other regulatory

approvals with respect to any of our product candidates. Any such delay or liability could have a material adverse effect on our business.

Moreover, we have so far been dependent on contractual arrangements with our third-party research institution collaborators and will continue to be until we assume control. Such arrangements provide us certain information rights with respect to the previous trials, including access to and the ability to use and reference the data, including for our own regulatory filings, resulting from the previous trials. However, if the data prove to be inadequate compared to the first-hand knowledge we might have gained had the completed trials been corporate-sponsored trials, then our ability to design and conduct our planned corporate-sponsored clinical trials may be adversely affected. Additionally, the FDA may disagree with the sufficiency of our right to reference the pre-clinical, manufacturing, or clinical data generated by these prior investigator-sponsored trials, or our interpretation of pre-clinical, manufacturing, or clinical data from these clinical trials. Moreover, the FDA may require us to obtain and submit additional pre-clinical, clinical, manufacturing, clinical, toxicology or other in vivo or in vitro data before we may begin our planned trials and/or may not accept such additional data as adequate to begin our planned trials.

***We will rely on third parties to conduct our clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines or comply with regulatory requirements, we may not be able to obtain regulatory approval of or commercialize our product candidates.***

We will rely on third parties to conduct our clinical trials under agreements with MSK, universities, medical institutions, CROs, strategic partners, and others. Nevertheless, we are responsible for ensuring that each of our studies is conducted in accordance with the applicable protocol and legal, regulatory, and scientific standards, and our reliance on third parties does not relieve us of our regulatory responsibilities. We and these third parties are required to comply with current good clinical practices, or cGCPs, which are regulations and guidelines enforced by the FDA and comparable foreign regulatory authorities for product candidates in clinical development. Regulatory authorities enforce these cGCPs through periodic inspections of trial sponsors, principal investigators, and trial sites. If we or any of these third parties fail to comply with applicable cGCP regulations, the clinical data generated in our clinical trials may be deemed unreliable and the FDA or comparable foreign regulatory authorities may require us to perform additional non-clinical or clinical trials before approving our marketing applications. We cannot be certain that, upon inspection, such regulatory authorities will determine that any of our clinical trials comply with the cGCP regulations. In addition, our clinical trials must be conducted with biologic product produced under cGMP regulations and will require a large number of test patients. Our failure or any failure by these third parties to comply with these regulations or to recruit a sufficient number of patients may require us to repeat clinical trials, which would delay the regulatory approval process. Moreover, our business may be implicated if any of these third parties violates federal or state fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

If these third parties do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced, or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols or regulatory requirements or for other reasons, our clinical trials may be extended, delayed, or terminated and we may not be able to complete development of, obtain regulatory approval of or successfully commercialize our product candidates. We may also rely on investigator-reported interim data in making business decisions. Independent review of the data could fail to confirm the investigator-reported interim data, which may lead to revisions in disclosed clinical trial results in the future. Any such revisions that reveal more negative data than previously disclosed investigator-reported interim data could have an adverse impact on our business prospects and the trading price of our common

stock. Such revisions could also reduce investor confidence in investigator-reported interim data that we disclose in the future.

If any of our relationships with these third-party CROs terminate, we may not be able to enter into arrangements with alternative CROs or do so on commercially reasonable terms. Switching or adding additional CROs involves additional cost and delays and requires management time and focus. Though we intend to carefully manage our relationships with our CROs, there can be no assurance that we will not encounter similar challenges in the future or that these challenges will not have a material adverse impact on our business, financial condition and prospects.

***We will rely on third parties to manufacture our product candidates for our pre-clinical studies, and in the case of our lead product candidates, our ongoing clinical trials, as well as any additional clinical trials of our other product candidates we may conduct. We also expect to rely on third parties for the manufacturing process of our product candidates, if approved. Our business could be harmed if those third parties fail to provide us with sufficient quantities of product supplies or product candidates, or fail to do so at acceptable quality levels or prices.***

We do not currently own any facility that may be used as a clinical-scale manufacturing and processing facility and we intend to rely on outside vendors to manufacture supplies and process our product candidates for pre-clinical studies and clinical trials under the guidance our management team. Our lead product candidates have only been manufactured or processed on a limited basis and we may not be able to continue doing so for any of our product candidates. Our manufacturing process may be more difficult or expensive than the approaches currently in use. We may make changes as we work to optimize the manufacturing process, and we cannot be sure that even minor changes in the process will not result in significantly different products that may not be as safe and effective as any product candidates deployed by our third-party research institution collaborators.

To date, we have obtained the active pharmaceutical ingredient, or API, of our lead product candidates from a limited number of third-party manufacturers. We have engaged a separate third-party manufacturer to conduct fill-and-finish and labeling services, as well as for the storage and distribution of our lead product candidates to clinical sites. We do not have a long-term supply agreement with any of these third-party manufacturers, and we purchase our required drug supplies on a purchase order basis.

We expect to rely on third-party manufacturers or third-party collaborators for the manufacture of our product candidates for commercial supply of any of our product candidates for which we or any of our potential future collaborators obtain marketing approval. We may be unable to establish any agreements with third-party manufacturers or to do so on acceptable terms. Even if we are able to establish agreements with third-party manufacturers, reliance on third-party manufacturers entails additional risks, including:

- the number of potential manufacturers is limited and the FDA must approve any new manufacturers. This approval would require new testing and cGMP, compliance inspections by the FDA. In addition, a new manufacturer would have to be educated in, or develop substantially equivalent processes for, production of our products;
- our third-party manufacturers might be unable to timely manufacture our product or produce the quantity and quality required to meet our clinical and commercial needs, if any;
- our third-party manufacturers may not be able to execute our manufacturing procedures and other logistical support requirements appropriately;
- our third-party manufacturers may not perform as agreed, according to our schedule or specifications, or at all, may not devote sufficient resources to our product candidates, may give greater priority to the supply of other products over our product candidates, or may not

remain in the contract manufacturing business for the time required to supply our clinical trials or to successfully produce, store, and distribute our products;

- our third-party manufacturers are subject to ongoing periodic unannounced inspection by the FDA and corresponding state agencies to ensure strict compliance with cGMPs and other government regulations and corresponding foreign standards. We do not have control over third-party manufacturers' compliance with these and or any other applicable regulations and standards;
- we may not own, or may have to share, the intellectual property rights to any improvements made by our third-party manufacturers in the manufacturing process for our products;
- our third-party manufacturers could breach, terminate or not renew their agreement with us at a time that is costly or inconvenient for us;
- clinical and, if approved, commercial supplies for the raw materials and components used to manufacture and process our product candidates, particularly those for which we have no other source or supplier, may not be available or may not be suitable or acceptable for use due to material or component defects;
- the possible mislabeling of clinical supplies, potentially resulting in the wrong dose amounts being supplied or active drug or placebo not being properly identified;
- the possible misappropriation of our proprietary information, including our trade secrets and know-how;
- the possibility of clinical supplies not being delivered to clinical sites on time, leading to clinical trial interruptions, or of drug supplies not being distributed to commercial vendors in a timely manner, resulting in lost sales. Our third-party manufacturers and critical reagent suppliers may be subject to inclement weather, as well as natural or man-made disasters; and
- our third-party manufacturers may have unacceptable or inconsistent product quality success rates and yields.

Each of these risks could delay or prevent the completion of our clinical trials or the approval of any of our product candidates by the FDA, result in higher costs or adversely impact commercialization of our product candidates. For example, we recently experienced a shortage in the supply of Iodine-131, one of the components of our <sup>131</sup>I-omburtamab product candidate, from our single source supplier. We have established a relationship with an additional supplier which we believe will be able to provide us with adequate supplies of Iodine-131. While we have not yet experienced any delays in the research and development of our <sup>131</sup>I-omburtamab product candidate to date, any such shortages in the supply of such raw materials used in the manufacture of our product candidates could delay or prevent the completion of our clinical trials or the approval of any of our product candidates by the FDA, result in higher costs or adversely impact commercialization of our product candidates. In addition, we will rely on third parties to perform certain specification tests on our product candidates prior to delivery to patients. If these tests are not appropriately done and test data are not reliable, patients could be put at risk of serious harm and the FDA could place significant restrictions on our company until deficiencies are remedied.

The facilities used by our contract manufacturers to manufacture our product candidates must be approved by the FDA pursuant to inspections that will be conducted after we submit our BLA to the FDA. We do not have complete control over all aspects of the manufacturing process of, and are dependent on, our contract manufacturing partners for compliance with cGMP regulations for manufacturing both active drug substances and finished drug products. Any product candidates that we may develop may compete with product candidates of other companies for access to manufacturing facilities. There are a limited number of manufacturers that operate under cGMP regulations and that

might be capable of manufacturing for us. Our failure, or the failure of our third-party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of product candidates or drugs, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of our drugs and harm our business and results of operations.

Any performance failure on the part of our existing or future manufacturers could delay clinical development or marketing approval. We do not currently have arrangements in place for redundant supply of our lead product candidates and we only currently use a different single third-party manufacturer for fill-and-finish services for our lead product candidates. If our current contract manufacturers cannot perform as agreed, we may be required to replace those manufacturers. Although we believe that there may be potential alternative manufacturers who could manufacture our product candidates, we may incur added costs and delays in identifying and qualifying any such replacement.

***We are and will continue to rely in significant part on outside scientists and their third-party research institutions for research and development and early clinical testing of our product candidates. These scientists and institutions may have other commitments or conflicts of interest, which could limit our access to their expertise and adversely affect the timing of our IND filings and our ability to conduct future planned clinical trials.***

We currently have no internal research and development capabilities and we have not and are not currently conducting any independent clinical trials. Therefore, we currently rely on third-party research institutions for both capabilities.

Currently, MSK is conducting clinical trials to address pediatric R/R high-risk NB and a clinical trial to address relapsed osteosarcoma using our naxitamab product candidate. We are also conducting a clinical trial at MSK for CNS/LM from NB and clinical trials for DIPG and DSRCT for our omburtamab product candidate. Under the terms of the MSK License, we are obligated to pay for the costs associated with these clinical trials.

We have agreed to fund certain research and development costs under both the MSK License and the MSK CD33 License. However, the research we have agreed to fund constitutes only a small portion of the overall research of MSK. Other research being conducted by MSK may receive higher priority than research on the programs we may fund.

The outside scientists who conduct the clinical testing of our current product candidates, and who conduct the research and development upon which our product candidate pipeline depends, are not our employees; rather they serve as either independent contractors or the primary investigators under research and other agreements that we have entered into with MSK. Such scientists and collaborators may have other commitments that would limit their availability to us. Although our scientific advisors generally agree not to do competing work, if an actual or potential conflict of interest between their work for us and their work for MSK or another entity arises, we may lose their services. These factors could adversely affect the timing of our IND filings and our ability to conduct future planned clinical trials. It is also possible that some of our valuable proprietary knowledge may become publicly known through these scientific advisors if they breach their confidentiality agreements with us, which would cause competitive harm to, and have a material adverse effect on, our business.

Our existing agreements with MSK may be subject to termination by MSK upon the occurrence of certain circumstances as described in more detail in the section of this prospectus captioned "Business—Intellectual Property—MSK License." If MSK terminates the MSK License, the MSK CD33 License or its other agreements with us, the research and development of the relevant product candidates would be suspended, and we would not be able to research, develop, and license our existing and future product candidates as currently contemplated. We may be required to devote

additional resources to the development of our product candidates or seek a new collaboration partner, and the terms of any additional collaborations or other arrangements that we establish may not be favorable to us. Switching or adding third parties to conduct our clinical trial would involve substantial costs and delays and require extensive management time and focus, which can materially impact our ability to meet our desired clinical development timelines.

***Our product candidates are biologics and the manufacture of our product candidates is complex. We, or any of our third-party manufacturers, may encounter difficulties in production, particularly with respect to process development or scaling-up of our manufacturing capabilities. For some reagents, equipment, and materials, we rely or may rely on sole source vendors or a limited number of vendors. Such difficulties may result in an inadequate supply of our product candidates for clinical trials or our products for patients, if approved, could be delayed or stopped, or we may be unable to maintain a commercially viable cost structure.***

Our product candidates are biologics and the process of manufacturing them is complex, highly-regulated and subject to multiple risks. As a result of the complexities, the cost to manufacture biologics is generally higher than traditional small molecule chemical compounds, and the manufacturing process for biologics is less reliable and is more difficult to reproduce. In addition, manufacturing our product candidates will require many reagents, which are substances used in our manufacturing processes to bring about chemical or biological reactions, and other specialty materials and equipment, some of which are manufactured or supplied by small companies with limited resources and experience to support commercial biologics production. Our manufacturing process may be susceptible to product loss or failure due to interruptions in the manufacturing process variability in product characteristics, quality control, contamination, equipment or reagent failure, improper installation or operation of equipment, product testing, vendor or operator error, availability of qualified personnel, logistics and shipping as well as compliance with strictly enforced federal, state and foreign regulations. Even minor deviations from normal manufacturing processes could result in reduced production yields, product defects, and other supply disruptions. If microbial, viral, or other contaminations are discovered in our product candidates or in the manufacturing facilities in which our product candidates are made, such manufacturing facilities may need to be closed for an extended period of time to investigate and remedy the contamination. We cannot assure you that any stability failures or other issues relating to the manufacture of our product candidates will not occur in the future.

Further, as product candidates are developed through pre-clinical to late-stage clinical trials towards approval and commercialization, it is common that various aspects of the development program, such as manufacturing methods, are altered along the way in an effort to optimize processes and results. Such changes carry the risk that they will not achieve these intended objectives, and any of these changes could cause our product candidates to perform differently and affect the results of planned clinical trials or other future clinical trials. Moreover, as we develop and/or scale-up our manufacturing process, we expect that we will need to obtain rights to and supplies of certain materials and equipment to be used as part of that process. We may not be able to obtain rights to such materials on commercially reasonable terms, or at all.

In addition, the manufacturing process for any products that we may develop is subject to FDA, EMA and other foreign regulatory authority approval process, and we will need to contract with manufacturers who can meet all applicable FDA, EMA and other foreign regulatory authority requirements on an ongoing basis. If we, or our CMOs, are unable to reliably produce products to specifications acceptable to the FDA, EMA or other foreign regulatory authorities, we may not obtain or maintain the approvals we need to commercialize such products. Even if we obtain regulatory approval for any of our product candidates, there is no assurance that either we or our CMOs will be able to manufacture the approved product to specifications acceptable to the FDA, EMA or other foreign regulatory authorities, to produce it in sufficient quantities to meet the requirements for the

potential launch of the product, or to meet potential future demand. Any of these challenges could delay completion of clinical trials, require bridging clinical trials or the repetition of one or more clinical trials, increase clinical trial costs, delay approval of our product candidate, impair commercialization efforts, increase our cost of goods, and have an adverse effect on our business, financial condition, results of operations and growth prospects. Although we are working to develop commercially viable processes, our manufacturing capabilities could be affected by cost-overruns, unexpected delays, equipment failures, labor shortages, natural disasters, power failures and numerous other factors that could prevent us from realizing the intended benefits of our manufacturing strategy and have a material adverse effect on our business. We may ultimately be unable to, among other things, develop a manufacturing process and distribution network that will, reduce the cost of goods for our product candidates to levels that will allow for an attractive return on investment if and when those product candidates are commercialized.

***Although we currently plan to retain all commercial rights to our product candidates, we may enter into strategic collaborations for the development, marketing and commercialization of all or some of our product candidates. If those collaborations are not successful, or if we are unable to establish any such collaborations, we may have to alter or delay our development and commercialization plans.***

As we further develop our lead product candidates, we may build a commercial infrastructure with the capability to directly market it to a variety of markets and territories. Although we currently plan to retain all commercial rights to our product candidates, we may enter into strategic collaborations for the development, marketing and commercialization of all or some of our product candidates. Our likely collaborators for any collaboration arrangements include large and mid-size pharmaceutical companies, regional and national pharmaceutical companies and biotechnology companies. We would face significant competition in seeking appropriate collaborators. Whether we reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. If we do enter into any such arrangements with any third parties, we will likely have limited control over the amount and timing of resources that our collaborators dedicate to the development, marketing and/or commercialization of our product candidates. Our ability to generate revenues from these arrangements will depend on our collaborators' abilities to successfully perform the functions assigned to them in these arrangements. In addition, any future collaborators may have the right to abandon research or development projects and terminate applicable agreements, including funding obligations, prior to or upon the expiration of the agreed upon terms.

Collaborations involving our product candidates pose risks to us, including the following:

- collaborators have significant discretion in determining the efforts and resources that they will apply to these collaborations;
- collaborators may not perform their obligations as expected;
- collaborators may not pursue development, marketing and/or commercialization of our product candidates or may elect not to continue or renew development, marketing or commercialization programs based on clinical trial results, changes in the collaborator's strategic focus or available funding or external factors such as an acquisition that diverts resources or creates competing priorities;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;

- collaborators could independently develop, or develop with third parties, drugs that compete directly or indirectly with our drugs or product candidates;
- a collaborator with marketing and distribution rights to one or more drugs may not commit sufficient resources to the marketing and distribution of such drug or drugs;
- disagreements with collaborators, including disagreements over proprietary rights, contract interpretation or the preferred course of development, might cause delays or termination of the research, development or commercialization of product candidates, might lead to additional responsibilities for us with respect to product candidates, or might result in litigation or arbitration, any of which would be time-consuming and expensive;
- collaborators may not properly maintain or defend our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our proprietary information or expose us to potential litigation;
- collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability;
- we may lose certain valuable rights under circumstances identified in any collaboration arrangement that we enter into, such as if we undergo a change of control;
- we may be restricted under then-existing collaboration agreements from entering into future agreements on certain terms with potential collaborators;
- collaborations may be terminated and, if terminated, may result in a need for additional capital to pursue further development, marketing and/or commercialization of the applicable product candidates;
- collaborators may learn about our discoveries, data, proprietary information, trade secrets, or compounds and use this knowledge to compete with us in the future; and
- the number and type of our collaborations could adversely affect our attractiveness to potential future collaborators or acquirers.

Collaboration agreements may not lead to development or commercialization of product candidates in the most efficient manner, or at all.

We may not be able to negotiate collaborations on a timely basis, on acceptable terms, or at all, if and when we seek to enter into collaborations. If we are unable to do so, we may have to curtail the development of a product candidate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to increase our expenditures to fund development or commercialization activities on our own, we may need to obtain additional capital, which may not be available to us on acceptable terms, or at all. If we do not have sufficient funds, we may not be able to further develop our product candidates or bring them to market and generate revenue from sales of drugs.

***Reimbursement decisions by third-party payors may have an adverse effect on pricing and market acceptance. If there is not sufficient reimbursement for our products, it is less likely that our products will be widely used.***

Even if our product candidates are approved for sale by the appropriate regulatory authorities, market acceptance and sales of these products will depend on reimbursement policies and may be affected by future healthcare reform measures. Government authorities and third-party payors, such as private health insurers and health maintenance organizations, decide which drugs they will reimburse and establish payment levels and, in some cases, utilization management strategies, such as tiered

formularies and prior authorization. We cannot be certain that reimbursement will be available for any products that we develop or that the reimbursement level will be adequate to allow us to operate profitably. Also, we cannot be certain that reimbursement policies will not reduce the demand for, or the price paid for, our products. If reimbursement is not available or is available on a limited basis, or if the reimbursement amount is inadequate, we may not be able to successfully commercialize any of our approved products.

#### **Risks Related to Government Regulation; Market Approval and Other Legal Compliance Matters**

***Even if we complete the necessary pre-clinical studies and clinical trials, the FDA regulatory approval process is lengthy, time-consuming, and inherently unpredictable, and we or any of our potential future collaborators may experience significant delays in the clinical development and regulatory approval, if any, for the commercialization of our product candidates. As a result, we cannot predict when or if, and in which territories, we, or any of our potential future collaborators, will obtain marketing approval to commercialize a product candidate.***

The research, testing, manufacturing, labeling, approval, selling, import, export, marketing, and distribution of drug products, including biologics, are subject to extensive regulation by the FDA and other regulatory authorities in the United States. Even if we complete the necessary pre-clinical studies and clinical trials, we will not be permitted to market any biological drug product in the United States until we receive a Biologics License from the FDA. We plan to begin additional clinical trials with our lead product candidates in 2018 and 2019. We intend to conduct each of these clinical trials in the United States and Europe. We intend to discuss with the FDA and EMA submission of BLAs for respective approval of such product candidates as treatments for indications that currently lack FDA-approved treatments.

The FDA standard for regular approval of a BLA generally requires two well-controlled Phase 3 studies or one large and robust, well-controlled Phase 3 study in the patient population being studied that provides substantial evidence that a biologic is safe, pure and potent. Phase 3 clinical studies typically involve hundreds of patients, have significant costs and take years to complete. However, product candidates studied for their safety and effectiveness in treating serious or life-threatening illnesses and that provide meaningful therapeutic benefit over existing treatments may be eligible for accelerated approval and may be approved on the basis of adequate and well-controlled clinical trials establishing that the product candidate has an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity or prevalence of the condition and the availability or lack of alternative treatments. As a condition of accelerated approval, the FDA may require a sponsor of a drug or biologic receiving accelerated approval to perform post-marketing studies to verify and describe the predicted effect on irreversible morbidity or mortality or other clinical endpoint, and the drug or biologic may be subject to withdrawal procedures by the FDA that are more accelerated than those available for regular approvals. We believe our accelerated approval strategy is warranted given the currently limited alternative therapies for patients with pediatric relapsed or refractory, or R/R, from neuroblastoma, or NB, but the FDA may not agree. The FDA may ultimately require one or multiple Phase 3 clinical trials prior to approval.

We have not previously submitted a BLA to the FDA, or similar approval filings to comparable foreign authorities. A BLA must include extensive pre-clinical and clinical data and supporting information to establish that the product candidate is safe, pure, and potent for each desired indication. The BLA must also include significant information regarding the chemistry, manufacturing, and controls for the product, and the manufacturing facilities must complete a successful pre-license inspection. We expect the novel nature of our product candidates to create further challenges in obtaining regulatory approval from the FDA and other regulatory authorities. The FDA may also

require a panel of experts, referred to as an Advisory Committee, to deliberate on the adequacy of the safety and efficacy data to support licensure. The opinion of the Advisory Committee, although not binding, may have a significant impact on our ability to obtain licensure of the product candidates based on the completed clinical trials. Accordingly, the regulatory approval pathway for our product candidates may be uncertain, complex, expensive, and lengthy, and approval may not be obtained.

The process of obtaining marketing approvals, both in the United States and abroad, is a lengthy, expensive and uncertain process. It may take many years, if approval is obtained at all, and can vary substantially based upon a variety of factors, including the type, complexity and novelty of the product candidates involved. Securing marketing approval requires the submission of extensive pre-clinical and clinical data and supporting information to regulatory authorities for each therapeutic indication to establish the product candidate's safety and efficacy. Securing marketing approval also requires the submission of information about the product manufacturing process to, and inspection of manufacturing facilities by, the regulatory authorities. The FDA or other regulatory authorities have substantial discretion and may determine that our product candidates are not safe and effective, only moderately effective or have undesirable or unintended side effects, toxicities or other characteristics that preclude our obtaining marketing approval or prevent or limit commercial use. Any marketing approval we ultimately obtain may be limited or subject to restrictions or post-approval commitments that render the approved product not commercially viable.

In addition, clinical trials can be delayed or terminated for a variety of reasons, including delays or failures related to:

- obtaining regulatory approval to begin a trial, if applicable;
- the availability of financial resources to begin and complete the planned trials;
- reaching agreement on acceptable terms with prospective CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- obtaining approval at each clinical trial site by an IRB;
- recruiting suitable patients to participate in a trial in a timely manner;
- having patients complete a trial or return for post-treatment follow-up;
- clinical trial sites deviating from trial protocol, not complying with cGCPs, or dropping out of a trial;
- addressing any patient safety concerns that arise during the course of a trial;
- addressing any conflicts with new or existing laws or regulations;
- adding new clinical trial sites; or
- manufacturing qualified materials under cGMPs for use in clinical trials.

Patient enrollment is a significant factor in the timing of clinical trials and is affected by many factors. See the risk factor above "—The market opportunities for our product candidates may be limited to those patients who are ineligible for or have failed prior treatments and may be small. If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected." for additional information on risks related to patient enrollment. Further, a clinical trial may be suspended or terminated by us, the IRBs for the institutions in which such trials are being conducted, the Data Monitoring Committee for such trial, or the FDA or other regulatory authorities due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities resulting in the imposition of a

clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a product candidate, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. If we experience termination of, or delays in the completion of, any clinical trial of our product candidates, the commercial prospects for our product candidates will be harmed, and our ability to generate potential future product revenue will be delayed. In addition, any delays in completing our clinical trials will increase our costs, slow down our product development and approval process and jeopardize our ability to commence product sales and generate revenue.

Our third-party research institution collaborators may also experience similar difficulties in completing ongoing clinical trials and conducting future clinical trials of product candidates. Many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our product candidates.

Our product candidates could fail to receive marketing approval for many reasons, including the following:

- the FDA or comparable foreign regulatory authorities may disagree with the design or implementation of our clinical trials;
- we may be unable to demonstrate to the satisfaction of the FDA or comparable foreign regulatory authorities that a product candidate is safe and effective for its proposed indication;
- the results of clinical trials may not meet the level of statistical significance required by the FDA or comparable foreign regulatory authorities for approval;
- we may be unable to demonstrate that a product candidate's clinical and other benefits outweigh its safety risks;
- the FDA or comparable foreign regulatory authorities may disagree with our interpretation of data from pre-clinical studies or clinical trials;
- the data collected from clinical trials of our product candidates may not be sufficient to support the submission of a BLA or other submission or to obtain marketing approval in the United States or elsewhere;
- the FDA or comparable foreign regulatory authorities may fail to approve the manufacturing processes or facilities of third-party manufacturers with which we contract for clinical and commercial supplies;
- the FDA or comparable foreign regulatory authorities may fail to approve any companion diagnostics that may be required in connection with approval of our therapeutic product candidates; and
- the approval policies or regulations of the FDA or comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval.

This lengthy approval process as well as the unpredictability of clinical trial results may result in our failing to obtain marketing approval to market any of our product candidates, which would significantly harm our business, results of operations and prospects.

In addition, changes in marketing approval policies during the development period, changes in or the enactment or promulgation of additional statutes, regulations or guidance or changes in regulatory review for each submitted drug application may cause delays in the approval or rejection of an application. Regulatory authorities have substantial discretion in the approval process and may refuse to accept any application or may decide that our data are insufficient for approval and require

additional pre-clinical studies, clinical trials, toxicology or other *in vivo* or *in vitro* data to support the initiation of other studies and testing. In addition, varying interpretations of the data obtained from pre-clinical studies and clinical trials could delay, limit or prevent marketing approval of a product candidate. Any marketing approval we, or any collaborators we may have in the future, ultimately obtain may be limited or subject to restrictions or post-approval commitments that render the approved drug not commercially viable.

Any delay in obtaining or failure to obtain required approvals could materially adversely affect our ability or that of any collaborators we may have to generate revenue from the particular product candidate, which likely would result in significant harm to our financial position and adversely impact our stock price.

***The European Medicines Agency, or the EMA, or comparable foreign regulatory authorities, may disagree with our regulatory plans, including our plans to seek accelerated approval, and we may fail to obtain regulatory approval of our product candidates, which would prevent our product candidates from being marketed abroad. Any approval we are granted for our product candidates in the United States would not assure approval of our product candidates in foreign jurisdictions.***

In order to market and sell our drugs in the European Union and many other jurisdictions, we, and any collaborators we may have in the future, must obtain separate marketing approvals and comply with numerous and varying regulatory requirements. The approval procedure varies among countries and can involve additional testing. The time required to obtain approval may differ substantially from that required to obtain FDA approval. The marketing approval process outside of the United States generally includes all of the risks associated with obtaining FDA approval. In addition, in many countries outside of the United States, it is required that the drug be approved for reimbursement before the drug can be approved for sale in that country. We, and any collaborators we may have in the future, may not obtain approvals from regulatory authorities outside of the United States on a timely basis, if at all. Approval by the FDA does not ensure approval by regulatory authorities in other countries or jurisdictions, and approval by one regulatory authority outside of the United States does not ensure approval by regulatory authorities in other countries or jurisdictions or by the FDA.

As part of its marketing authorization process, the EMA may grant marketing authorizations on the basis of less complete data than is normally required, when, for certain categories of medicinal products, doing so may meet unmet medical needs of patients and serve the interest of public health. In such cases, it is possible for the Committee for Medicinal Products for Human Use, or CHMP, to recommend the granting of a marketing authorization, subject to certain specific obligations to be reviewed annually, which is referred to as a conditional marketing authorization. This may apply to medicinal products for human use that fall under the jurisdiction of the EMA, including those that aim at the treatment, the prevention, or the medical diagnosis of seriously debilitating diseases or life-threatening diseases and those designated as orphan medicinal products.

A conditional marketing authorization may be granted when the CHMP finds that, although comprehensive clinical data referring to the safety and efficacy of the medicinal product have not been supplied, all the following requirements are met:

- the risk-benefit balance of the medicinal product is positive;
- it is likely that the applicant will be in a position to provide the comprehensive clinical data;
- unmet medical needs will be fulfilled; and
- the benefit to public health of the immediate availability on the market of the medicinal product concerned outweighs the risk inherent in the fact that additional data are still required.

The granting of a conditional marketing authorization is restricted to situations in which only the clinical part of the application is not yet fully complete. Incomplete non-clinical or quality data may only be accepted if duly justified and only in the case of a product intended to be used in emergency situations in response to public-health threats.

Conditional marketing authorizations are valid for one year, on a renewable basis. The holder will be required to complete ongoing studies or to conduct new studies with a view to confirming that the benefit-risk balance is positive. In addition, specific obligations may be imposed in relation to the collection of pharmacovigilance data.

The granting of a conditional marketing authorization will allow medicines to reach patients with unmet medical needs earlier than might otherwise be the case and will ensure that additional data on a product are generated, submitted, assessed and acted upon. Although we may seek a conditional marketing authorization for one or more of our product candidates by the EMA, the EMA or CHMP may ultimately not agree that the requirements for such conditional marketing authorization have been satisfied.

Our clinical trial results may also not support approval, whether accelerated approval, conditional marketing authorizations, or regular approval. The results of pre-clinical and clinical studies may not be predictive of the results of later-stage clinical trials, and product candidates in later stages of clinical trials may fail to show the desired safety and efficacy despite having progressed through pre-clinical studies and initial clinical trials. In addition, our product candidates could fail to receive regulatory approval for many reasons, including the following:

- the FDA or comparable foreign regulatory authorities may disagree with the design or implementation of our clinical trials;
- the population studied in the clinical program may not be sufficiently broad or representative to assure safety in the full population for which we seek approval;
- we may be unable to demonstrate that our product candidates' risk-benefit ratios for their proposed indications are acceptable;
- the results of clinical trials may not meet the level of statistical significance required by the FDA or comparable foreign regulatory authorities for approval;
- we may be unable to demonstrate that the clinical and other benefits of our product candidates outweigh their safety risks;
- the FDA or comparable foreign regulatory authorities may disagree with our interpretation of data from pre-clinical studies or clinical trials;
- the data collected from clinical trials of our product candidates may not be sufficient to the satisfaction of the FDA or comparable foreign regulatory authorities to support the submission of a BLA or other comparable submission in foreign jurisdictions or to obtain regulatory approval in the United States or elsewhere;
- the FDA or comparable foreign regulatory authorities may fail to approve the manufacturing processes, our own manufacturing facilities, or a third-party manufacturer's facilities with which we contract for clinical and commercial supplies; and
- the approval policies or regulations of the FDA or comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval.

Additionally, on June 23, 2016, the electorate in the United Kingdom voted in favor of leaving the European Union, commonly referred to as Brexit. On March 29, 2017, the country formally notified the European Union of its intention to withdraw pursuant to Article 50 of the Lisbon Treaty. Since a

significant proportion of the regulatory framework in the United Kingdom is derived from European Union directives and regulations, the referendum could materially impact the regulatory regime with respect to the approval of our product candidates in the United Kingdom or the European Union. Any delay in obtaining, or an inability to obtain, any marketing approvals, as a result of Brexit or otherwise, would prevent us from commercializing our product candidates in the United Kingdom and/or the European Union and restrict our ability to generate revenue and achieve and sustain profitability. If any of these outcomes occur, we may be forced to restrict or delay efforts to seek regulatory approval in the United Kingdom and/or European Union for our product candidates, which could significantly and materially harm our business.

Failure to obtain regulatory approval to market any of our product candidates would significantly harm our business, results of operations, and prospects.

***We may seek BTM for one or more of our other product candidates. We may not receive such designation, and even if we do, such designation may not lead to a faster development or regulatory review or approval process.***

In 2012, the FDA established BTM, which is intended to expedite the development and review of products that treat serious or life-threatening diseases when "preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development." The designation of a product candidate as a breakthrough therapy provides potential benefits that include more frequent meetings with FDA to discuss the development plan for the product candidate and ensure collection of appropriate data needed to support approval; more frequent written correspondence from FDA about such things as the design of the proposed clinical trials and use of biomarkers; intensive guidance on an efficient drug development program, beginning as early as Phase 1; organizational commitment involving senior managers; and eligibility for rolling review and priority review.

If the FDA determines that a product candidate offers a treatment for a serious condition and, if approved, the product would provide a significant improvement in safety or effectiveness, the FDA may designate the product candidate for priority review. A priority review designation means that the goal for the FDA to review an application is six months, rather than the standard review period of 10 months. We may request priority review for our product candidates. The FDA has broad discretion with respect to whether or not to grant priority review status to a product candidate, so even if we believe a particular product candidate is eligible for such designation or status, the FDA may decide not to grant it. Moreover, a priority review designation does not necessarily mean a faster development or regulatory review or approval process or necessarily confer any advantage with respect to approval compared to conventional FDA procedures. Receiving priority review from the FDA does not guarantee approval within the six-month review cycle or at all. BTM does not change the standards for product approval.

In June 2017, <sup>131</sup>I-omburtamab received BTM for the treatment of pediatric patients with R/R NB who have CNS/LM from NB. In addition, on August 20, 2018, naxitamab received BTM in combination with GM-CSF, for the treatment of high-risk NB refractory to initial therapy or with incomplete response to salvage therapy in patients greater than 12 months of age with persistent, refractory disease limited to bone marrow with or without evidence of concurrent bone involvement. We may seek BTM for some or all of our other product candidates, but we may never receive such BTM, or, if received, the development of our product candidates may not be expedited or benefited by such designation.

Designation as a breakthrough therapy is within the discretion of the FDA. Accordingly, even if we believe that one of our product candidates meets the criteria for designation as a breakthrough therapy, the FDA may disagree and instead determine not to make such designation. Even if we

receive BTDD, the receipt of such designation for a product candidate may not result in a faster development or regulatory review or approval process compared to drugs considered for approval under conventional FDA procedures and does not assure ultimate approval by the FDA. In addition, even if one or more of our product candidates qualify as breakthrough therapies, the FDA may later decide that the product candidates no longer meet the conditions for qualification or decide that the time period for FDA review or approval will not be shortened.

***Our product candidates may not be able to obtain ODD or RPDD or obtain or maintain orphan drug exclusivity. We will not be eligible to receive PRVs in the event that our product candidates are not approved before October 1, 2022.***

Regulatory authorities in some jurisdictions, including the United States and the European Union, may designate drugs for relatively small patient populations as orphan drugs. Under the Orphan Drug Act, the FDA may designate a product as an orphan drug if it is a drug intended to treat a rare disease or condition, which is generally defined as a patient population of fewer than 200,000 individuals annually in the United States, or a patient population greater than 200,000 in the United States where there is no reasonable expectation that the cost of developing the drug will be recovered from sales in the United States. In August 2016, the FDA granted ODD to omburtamab for the treatment of NB. In April 2017, the EMA granted ODD to omburtamab for the treatment of CNS/LM from NB.

In the United States, ODD entitles a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers. In addition, if a product that has ODD subsequently receives the first FDA approval for the disease for which it has such designation, the product is entitled to orphan drug exclusivity. Orphan drug exclusivity in the United States provides that the FDA may not approve any other applications, including a full BLA, to market the same drug for the same indication for seven years, except in limited circumstances. The applicable exclusivity period is 10 years in Europe. The European exclusivity period can be reduced to six years if a drug no longer meets the criteria for ODD or if the drug is sufficiently profitable so that market exclusivity is no longer justified.

In 2012, the United States Congress effectuated a Rare Pediatric Disease Priority Review Voucher Program, or PRV Program, to incentivize pharmaceutical sponsors to develop drugs for rare pediatric diseases. A sponsor who obtains approval of a New Drug Application or BLA for a rare pediatric disease may be eligible for a Priority Review Voucher, or PRV, under this program, which may be redeemed by the owner of such PRV to obtain priority review for a marketing application. A PRV is fully transferrable and can be sold to any sponsor, who in turn can redeem the PRV for priority review of a marketing application in six months, compared to the standard timeframe of approximately 10 months. The terms of our MSK License provide that MSK is entitled to receive 40-50% of any income generated from the sale of first such PRV, and 33% of any income generated from the sale of any subsequent PRV or the sale of other comparable incentives provided by any non-U.S. jurisdiction. Additionally, the terms of our MSK CD33 License provide that MSK is entitled to receive 25% of any income generated from the sale of any PRV or the sale of other comparable incentives provided by any non-U.S. jurisdiction. In December 2016, the 21st Century Cures Act, or the Cures Act, became effective, which, among other initiatives, reauthorized the PRV Program until 2020. Under the Cures Act, a drug that receives RPDD before October 1, 2020, will continue to be eligible for a PRV if the drug is approved before October 1, 2022.

Even if our other product candidates obtain ODD or RPDD in the future, they may not be able to obtain or maintain orphan drug exclusivity, priority review or expedited regulatory approval for that product candidate. We may not be the first to obtain marketing approval of any product candidate that has obtained ODD for the orphan-designated indication due to the uncertainties associated with developing pharmaceutical products. In addition, exclusive marketing rights in the United States may be

limited if we seek approval for an indication broader than the orphan-designated indication or may be lost if the FDA later determines that the request for designation was materially defective or if we are unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition. Further, even if we, or any future collaborators, obtain orphan drug exclusivity for a product, that exclusivity may not effectively protect the product from competition because different drugs with different active moieties may be approved for the same condition. Even after an orphan drug is approved, the FDA can subsequently approve the same drug with the same active moiety for the same condition if the FDA concludes that the later drug is clinically superior in that it is shown to be safer, more effective or makes a major contribution to patient care or the manufacturer of the product with orphan exclusivity is unable to maintain sufficient product quantity. ODD neither shortens the development time or regulatory review time of a drug nor gives the drug any advantage in the regulatory review or approval process.

***Even if we, or any collaborators we may have in the future, obtain marketing approvals for our product candidates, the terms of approvals and ongoing regulation of our drugs could require substantial expenditure of resources and may limit how we, or they, manufacture and market our drugs, which could materially impair our ability to generate revenue.***

Once marketing approval has been granted, an approved drug and its manufacturer and marketer are subject to ongoing review and extensive regulation. These requirements include submissions of safety and other post-marketing information and reports, registration and listing requirements, requirements relating to manufacturing, quality control, quality assurance and corresponding maintenance of records and documents, requirements regarding the distribution of samples to physicians and recordkeeping. We, and any collaborators we may have in the future, must also comply with requirements concerning advertising and promotion for any of our product candidates for which we or they obtain marketing approval. Promotional communications with respect to prescription drugs are subject to a variety of legal and regulatory restrictions and must be consistent with the information in the drug's approved labeling. Thus, we, and any collaborators we may have in the future, may not be able to promote any drugs we develop for indications or uses for which they are not approved.

The FDA may also impose requirements for costly post-marketing studies or clinical trials and surveillance to monitor the safety or efficacy of a drug. For example, the approval may be subject to limitations on the indicated uses for which the drug may be marketed or to the conditions of approval, including the requirement to implement a Risk Evaluation and Mitigation Strategy, which could include requirements for a restricted distribution system. Manufacturers of approved drugs and those manufacturers' facilities are also required to comply with extensive FDA requirements, including ensuring that quality control and manufacturing procedures conform to cGMPs, which include requirements relating to quality control and quality assurance as well as the corresponding maintenance of records and documentation and reporting requirements. We, our contract manufacturers, our future collaborators and their contract manufacturers could be subject to periodic unannounced inspections by the FDA to monitor and ensure compliance with cGMPs.

Accordingly, assuming we, or our potential future collaborators, receive marketing approval for one or more of our product candidates, we, and our potential future collaborators, and our and their contract manufacturers will continue to expend time, money and effort in all areas of regulatory compliance, including manufacturing, production, product surveillance and quality control.

If we, and our future potential collaborators, are not able to comply with post-approval regulatory requirements, we, and our potential future collaborators, could have the marketing approvals for our drugs withdrawn by regulatory authorities and our, or our potential future collaborators', ability to market any future drugs could be limited, which could adversely affect our ability to achieve or

sustain profitability. Further, the cost of compliance with post-approval regulations may have a negative effect on our operating results and financial condition.

***The FDA's and other regulatory authorities' policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates, which would impact our ability to generate revenue.***

In December 2016, the Cures Act was signed into law. The Cures Act, among other things, is intended to modernize the regulation of drugs and spur innovation, but its ultimate implementation is unclear. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained and we may not achieve or sustain profitability, which would adversely affect our business, prospects, financial condition and results of operations.

We also cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative or executive action, either in the United States or abroad. For example, certain policies of the Trump administration may impact our business and industry. Namely, the Trump administration has taken several executive actions, including the issuance of a number of Executive Orders, that could impose significant burdens on, or otherwise materially delay, the FDA's ability to engage in routine regulatory and oversight activities such as implementing statutes through rulemaking, issuance of guidance, and review and approval of marketing applications. Notably, on January 30, 2017, President Trump issued an Executive Order, applicable to all executive agencies, including the FDA, which requires that for each notice of proposed rulemaking or final regulation to be issued in fiscal year 2017, the agency shall identify at least two existing regulations to be repealed, unless prohibited by law. These requirements are referred to as the "two-for-one" provisions. This Executive Order includes a budget neutrality provision that requires the total incremental cost of all new regulations in the 2017 fiscal year, including repealed regulations, to be no greater than zero, except in limited circumstances. For fiscal years 2018 and beyond, the Executive Order requires agencies to identify regulations to offset any incremental cost of a new regulation and approximate the total costs or savings associated with each new regulation or repealed regulation. In interim guidance issued by the Office of Information and Regulatory Affairs within OMB on February 2, 2017, the administration indicates that the "two-for-one" provisions may apply not only to agency regulations, but also to significant agency guidance documents. In addition, on February 24, 2017, President Trump issued an Executive Order directing each affected agency to designate an agency official as a "Regulatory Reform Officer" and establish a "Regulatory Reform Task Force" to implement the two-for-one provisions and other previously issued Executive Orders relating to the review of federal regulations; however, it is difficult to predict how these requirements will be implemented, and the extent to which they will impact the FDA's ability to exercise its regulatory authority. If these executive actions impose constraints on FDA's ability to engage in oversight and implementation activities in the normal course, our business may be negatively impacted.

***Any of our product candidates for which we, or our potential future collaborators, obtain marketing approval in the future will be subject to substantial penalties if we, or they, fail to comply with regulatory requirements or if we, or they, experience unanticipated problems with our drugs following approval.***

Any of our product candidates for which we, or our potential future collaborators, obtain marketing approval in the future, will be subject to continual review by the FDA and other regulatory authorities.

The FDA and other agencies, including the Department of Justice, or the DOJ, closely regulate and monitor the post-approval marketing and promotion of drugs to ensure that they are manufactured, marketed and distributed only for the approved indications and in accordance with the provisions of the approved labeling. The FDA imposes stringent restrictions on manufacturers'

communications regarding off-label use and if we, or our potential future collaborators, do not market any of our product candidates for which we, or they, receive marketing approval for only their approved indications, we, or they, may be subject to warnings or enforcement action for off-label marketing. Violation of the Food, Drug and Cosmetic Act of 1938, or FDCA, and other statutes, including the False Claims Act, relating to the promotion and advertising of prescription drugs may lead to investigations or allegations of violations of federal and state healthcare fraud and abuse laws and state consumer protection laws.

In addition, later discovery of previously unknown adverse events or other problems with our drugs or their manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may yield various results, including:

- litigation involving patients taking our drug;
- restrictions on such drugs, manufacturers or manufacturing processes;
- restrictions on the labeling or marketing of a drug;
- restrictions on drug distribution or use;
- requirements to conduct post-marketing studies or clinical trials;
- warning letters or untitled letters;
- withdrawal of the drugs from the market;
- refusal to approve pending applications or supplements to approved applications that we submit;
- recall of drugs;
- fines, restitution or disgorgement of profits or revenues;
- suspension or withdrawal of marketing approvals;
- damage to relationships with any potential collaborators;
- restrictions on coverage by third-party payors;
- unfavorable press coverage and damage to our reputation;
- refusal to permit the import or export of drugs;
- drug seizure; or
- injunctions or the imposition of civil or criminal penalties.

***Current and future legislation, and a change in existing government regulations and policies, may increase the difficulty and cost for us and our potential future collaborators to obtain marketing approval of and commercialize our product candidates and affect the prices we, or they, may obtain.***

In the United States and some foreign jurisdictions, there have been and continue to be a number of legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of our product candidates, restrict or regulate post-approval activities and affect our ability, or the ability of our potential future collaborators, to profitably sell any drugs for which we, or they, obtain marketing approval. We expect that current laws, as well as other healthcare reform measures that may be adopted in the future, may result in more rigorous coverage criteria and additional downward pressure on the price that we, or our potential future collaborators, may receive for any approved drugs.

In the United States, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, or the MMA, changed the way Medicare covers and pays for pharmaceutical products and could decrease the coverage and price that we, or our potential future collaborators, may receive for any approved drugs. While the MMA only addresses drug benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their own reimbursement rates. Therefore, any reduction in reimbursement that results from the MMA may result in a similar reduction in payments from private payors.

In March 2010, then-President Obama signed into law the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, or collectively the Affordable Care Act, or ACA, which substantially changes the way healthcare is financed by both governmental and private insurers. The provisions of the Affordable Care Act of potential importance to our product candidates are the following:

- an annual, non-deductible fee on any entity that manufactures or imports specified branded prescription drugs and biologic agents;
- an increase in the statutory minimum Medicaid rebates a manufacturer must pay under the Medicaid Drug Rebate Program and extension of the rebate program to individuals enrolled in Medicaid managed care organizations;
- expansion of healthcare fraud and abuse laws, including the False Claims Act and the Anti-Kickback Statute, new government investigative powers and enhanced penalties for non-compliance;
- a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% point-of-sale discounts off negotiated prices of applicable brand drugs and therapeutic biologics to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs and therapeutic biologics to be covered under Medicare Part D;
- extension of manufacturers' Medicaid rebate liability;
- expansion of eligibility criteria for Medicaid programs;
- expansion of the entities eligible for discounts under the Public Health Service pharmaceutical pricing program;
- new requirements to report certain financial arrangements with physicians and certain others, including reporting "transfers of value" made or distributed to prescribers and other healthcare providers and reporting investment interests held by physicians and their immediate family members;
- a new requirement to annually report drug samples that manufacturers and distributors provide to physicians;
- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research; and
- a new Independent Payment Advisory Board, which has authority to recommend certain changes to the Medicare program to reduce expenditures by the program that could result in reduced payments for prescription drugs.

In addition, other legislative changes have been proposed and adopted since the ACA was enacted. These changes included the Budget Control Act of 2011, which, among other things, led to aggregate reductions to Medicare payments to providers of up to 2% per fiscal year that started in 2013 and, due to subsequent legislative amendments to the statute, will stay in effect through 2024

unless additional Congressional action is taken. The American Taxpayer Relief Act of 2012, which, among other things, reduced Medicare payments to several providers and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. These new laws may result in additional reductions in Medicare and other healthcare funding and otherwise affect the prices we may obtain for any of our product candidates for which we may obtain regulatory approval or the frequency with which any such product candidate is prescribed or used. More recently, President Trump has suggested that he plans to seek repeal of all or portions of the ACA, and he has indicated that he wants Congress to replace the ACA with new legislation. We cannot predict whether these challenges will continue or other proposals will be made or adopted, or what impact these efforts may have on us. Further, there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several recent Congressional inquiries and proposed bills designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, reduce the price of drugs under Medicare and reform government program reimbursement methodologies for drug products. We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our product candidates or additional pricing pressures.

We expect that the ACA, as well as other healthcare reform measures that may be adopted in the future, may result in additional reductions in Medicare and other healthcare funding, more rigorous coverage criteria, new payment methodologies and additional downward pressure on the price that we receive for any approved product and/or the level of reimbursement physicians receive for administering any approved product we might bring to market. Reductions in reimbursement levels may negatively impact the prices we receive or the frequency with which our products are prescribed or administered. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors.

Some of the provisions of the ACA have yet to be implemented, and there have been legal and political challenges to certain aspects of the ACA. Since January 2017, President Trump has signed two executive orders and other directives designed to delay, circumvent, or loosen certain requirements mandated by the ACA. Moreover, the Tax Cuts and Jobs Act of 2017, or the Tax Reform Bill, was enacted on December 22, 2017, and includes a provision repealing, effective January 1, 2019, the tax-based shared responsibility payment imposed by the ACA on certain individuals who fail to maintain qualifying health coverage for all or part of a year that is commonly referred to as the "individual mandate." Congress may consider other legislation to repeal or replace additional elements of the ACA. We continue to evaluate the effect that the ACA, the repeal of the individual mandate, and any additional possible repeal and replacement efforts may have on our business but expect that the ACA, as currently enacted or as it may be amended in the future, and other healthcare reform measures that may be adopted in the future could have a material adverse effect on our industry generally and on our ability to maintain or increase sales of our existing products that we successfully commercialize or to successfully commercialize our product candidates, if approved. In addition to the ACA, there will continue to be proposals by legislators at both the federal and state levels, regulators and third party payors to keep healthcare costs down while expanding individual healthcare benefits.

Additional changes that may affect our business include the expansion of new programs such as Medicare payment for performance initiatives for physicians under the Medicare Access and CHIP Reauthorization Act of 2015, which will be fully implemented in 2019. At this time, it is unclear how the introduction of the Medicare quality payment program will impact overall physician reimbursement. The costs of prescription pharmaceuticals in the United States has also been the subject of considerable discussion in the United States, and members of Congress and the Administration have stated that they will address such costs through new legislative and administrative measures. This focus has resulted in

several Congressional inquiries and proposed bills designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drug products.

We expect that these and other healthcare reform measures that may be adopted in the future may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any approved product. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability, or commercialize our product candidates. We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our drug candidates or additional pricing pressures.

The cost of prescription pharmaceuticals in the United States has also been the subject of considerable discussion in the United States, and members of Congress and the Administration have stated that they will address such costs through new legislative and administrative measures. The pricing of prescription pharmaceuticals is also subject to governmental control outside the United States. In these countries, pricing negotiations with governmental authorities can take considerable time after the receipt of marketing approval for a product. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidates to that of other available therapies. If reimbursement of our products is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, our ability to generate revenues and become profitable could be impaired.

Legislative and regulatory proposals have also been made to expand post-approval requirements and restrict sales and promotional activities for pharmaceutical products. We cannot be sure whether additional legislative changes will be enacted, or whether the FDA regulations, guidance or interpretations will be changed, or what the impact of such changes on the marketing approvals of our product candidates, if any, may be. In addition, increased scrutiny by the Congress of the FDA's approval process may significantly delay or prevent marketing approval, as well as subject us and any future collaborators to more stringent drug labeling and post-marketing testing and other requirements.

***Government price controls or other changes in pricing regulation could restrict the amount that we are able to charge for our lead product candidates, if approved, or any of our other product candidates that may be approved in the future, which would adversely affect our revenue and results of operations.***

We expect that coverage and reimbursement of pharmaceutical products may be increasingly restricted both in the U.S. and internationally. The escalating cost of health care has led to increased pressure on the health care industry to reduce costs. In particular, drug pricing by pharmaceutical companies recently has come under increased scrutiny and continues to be subject to intense political and public debate in the U.S. and abroad. Government and private third-party payors have proposed health care reforms and cost reductions. A number of federal and state proposals to control the cost of health care, including the cost of drug treatments, have been made in the U.S. Specifically, there have been several recent U.S. Congressional inquiries and proposed bills designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs and reform government program reimbursement methodologies for drugs. In some international markets, the government controls the pricing, which can affect the profitability of drugs. Current government regulations and possible future legislation regarding health care may affect coverage and reimbursement for medical treatment by third-party payors, which may render our product candidates, if approved, not commercially viable or may adversely affect our anticipated future revenues and gross margins.

We cannot predict the extent to which our business may be affected by these or other potential future legislative or regulatory developments. However, future price controls or other changes in pricing regulation or negative publicity related to the pricing of pharmaceutical drugs generally could restrict the amount that we are able to charge for our future products, which would adversely affect our anticipated revenue and results of operations.

***Our relationships with healthcare providers, physicians and third-party payors will be subject to applicable anti-kickback, fraud and abuse and other healthcare laws and regulations, which could expose us to penalties, including criminal sanctions, civil penalties, contractual damages, reputational harm and diminished profits and future earnings.***

Our relationships with healthcare providers, physicians and third-party payors will subject us to additional healthcare statutory and regulatory requirements and enforcement by the federal government and the states and foreign governments in which we conduct our business. Our future arrangements with healthcare providers, physicians and third-party payors and patients may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and distribute our products for which we obtain marketing approval. Restrictions under applicable federal and state healthcare laws and regulations include the following:

- *Anti-Kickback Statute*—the federal healthcare anti-kickback statute prohibits, among other things, persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual for, or the purchase, order or recommendation or arranging of, any good or service, for which payment may be made under federal and state healthcare programs, such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- *False Claims Act*—the federal False Claims Act imposes criminal and civil penalties, including through civil whistleblower or *qui tam* actions, against individuals or entities for, among other things, knowingly presenting, or causing to be presented, false or fraudulent claims for payment by a federal healthcare program or making a false statement or record material to payment of a false claim or avoiding, decreasing or concealing an obligation to pay money to the federal government, with potential liability including mandatory treble damages and significant per-claim penalties, currently set at \$5,500 to \$11,000 per false claim;
- *HIPAA*—the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, imposes criminal and civil liability for executing a scheme to defraud any healthcare benefit program, or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement in connection with the delivery of or payment for healthcare benefits, items or services; similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation. HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, and its implementing regulations, also imposes obligations on certain covered entity healthcare providers, health plans, and healthcare clearinghouse as well as their business associates that perform certain services involving the use or disclosure of individually identifiable health information, including mandatory contractual terms and technical safeguards, with respect to safeguarding the privacy, security and transmission of individually identifiable health information, and require notification to affected individuals and regulatory authorities of certain breaches of security of individually identifiable health information;

- *HIPAA Privacy Provisions*—as amended by HITECH and its implementing regulations, HIPAA also imposes obligations on certain covered entity healthcare providers, health plans, and healthcare clearinghouse as well as their business associates that perform certain services involving the use or disclosure of individually identifiable health information, including mandatory contractual terms and technical safeguards, with respect to safeguarding the privacy, security and transmission of individually identifiable health information, and require notification to affected individuals and regulatory authorities of certain breaches of security of individually identifiable health information;
- *Transparency Requirements*—the federal legislation commonly referred to as the Physician Payments Sunshine Act, enacted as part of the Affordable Care Act, and its implementing regulations, which requires certain manufacturers of drugs, devices, therapeutic biologics and medical supplies reimbursable under Medicare, Medicaid, and Children's Health Insurance Programs to report annually to the Department of Health and Human Services information related to certain payments and other transfers of value, including consulting fees, travel reimbursements, research grants, and other payments or gifts with values over \$10 made to physicians, other healthcare providers and teaching hospitals, as well as ownership and investment interests held by physicians and other healthcare providers and their immediate family members;
- *FDCA*—the FDCA, which prohibits, among other things, the adulteration or misbranding of drugs, biologics and medical devices; and
- *Analogous State and Foreign Laws*—analogous state and foreign fraud and abuse laws and regulations, such as state anti-kickback and false claims laws that may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers.

Some state laws require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government and require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures and pricing information. State and foreign laws also govern the privacy and security of health information in some circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations will involve substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, imprisonment, exclusion of drugs from government funded healthcare programs, such as Medicare and Medicaid, and the curtailment or restructuring of our operations. Although effective compliance programs can mitigate the risk of investigation and prosecution for violations of these laws, these risks cannot be entirely eliminated. Any action against us for an alleged or suspected violation could cause us to incur significant legal expenses and could divert our management's attention from the operation of our business, even if our defense is successful. If any of the physicians or other healthcare providers or entities with whom we expect to do business is found to be not in compliance with applicable laws, it may be costly to us in terms of money, time and resources, and they may be subject to criminal, civil or administrative sanctions, including exclusions from government-funded healthcare programs.

***Coverage and reimbursement may be limited or unavailable in certain market segments for our product candidates, which could make it difficult for us to sell our product candidates profitably.***

Successful sales of our product candidates, if approved, depend on the availability of adequate coverage and reimbursement from third-party payors. In addition, because our product candidates represent relatively new approaches to the treatment of cancer, we cannot accurately estimate the potential revenue from our product candidates.

Patients who are provided medical treatment for their conditions generally rely on third-party payors to reimburse all or part of the costs associated with their treatment. Adequate coverage and reimbursement from governmental healthcare programs, such as Medicare and Medicaid, and commercial payors are critical to new product acceptance.

Government authorities and third-party payors, such as private health insurers and health maintenance organizations, decide which drugs and treatments they will cover and the amount of reimbursement. Coverage and reimbursement by a third-party payor may depend upon a number of factors, including the third-party payor's determination that use of a product is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

In the United States, no uniform policy of coverage and reimbursement for products exists among third-party payors. As a result, obtaining coverage and reimbursement approval of a product from a government or other third-party payor is a time-consuming and costly process that could require us to provide to each payor supporting scientific, clinical and cost-effectiveness data for the use of our products on a payor-by-payor basis, with no assurance that coverage and adequate reimbursement will be obtained. Even if we obtain coverage for a given product, the resulting reimbursement payment rates might not be adequate for us to achieve or sustain profitability or may require co-payments that patients find unacceptably high. Additionally, third-party payors may not cover, or provide adequate reimbursement for, long-term follow-up evaluations required following the use of our products, if approved. Patients are unlikely to use our product candidates unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of our product candidates. Because our product candidates have a higher cost of goods than conventional therapies, and may require long-term follow up evaluations, the risk that coverage and reimbursement rates may be inadequate for us to achieve profitability may be greater.

We intend to seek approval to market our product candidates in both the United States and in selected foreign jurisdictions. If we obtain approval in one or more foreign jurisdictions for our product candidates, we will be subject to rules and regulations in those jurisdictions. In some foreign countries, particularly those in the EU, the pricing of biologics is subject to governmental control. In these countries, pricing negotiations with governmental authorities can take considerable time after obtaining marketing approval of a product candidate. In addition, market acceptance and sales of our product candidates will depend significantly on the availability of adequate coverage and reimbursement from third-party payors for our product candidates and may be affected by existing and future health care reform measures.

***Our employees, independent contractors, consultants, commercial partners and vendors may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.***

We are exposed to the risk of fraud, misconduct or other illegal activity by our employees, independent contractors, consultants, commercial partners and vendors. Misconduct by these parties could include intentional, reckless and negligent conduct that fails to: comply with the laws of the FDA and other similar foreign regulatory bodies; provide true, complete and accurate information to the FDA and other similar foreign regulatory bodies; comply with manufacturing standards we have established; comply with healthcare fraud and abuse laws in the United States and similar foreign fraudulent misconduct laws; or report financial information or data accurately or to disclose unauthorized activities to us. If we obtain FDA approval of any of our product candidates and begin commercializing those products in the United States, our potential exposure under such laws will increase significantly, and our costs associated with compliance with such laws are also likely to increase significantly. These laws may impact, among other things, our current activities with principal investigators and research patients, as well as proposed and future sales, marketing and education programs. In particular, the promotion, sales and marketing of healthcare items and services, as well as certain business arrangements in the healthcare industry, are subject to extensive laws designed to prevent fraud, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, structuring and commission(s), certain customer incentive programs and other business arrangements generally. Activities subject to these laws also involve the improper use of information obtained in the course of patient recruitment for clinical trials, which could result in regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter misconduct by employees and other parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of significant fines or other sanctions.

***If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on our business.***

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our operations involve the use of hazardous, radioactive and flammable materials, including chemicals and biological materials. Our operations also produce hazardous waste products. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties.

Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials, this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us in connection with our storage or disposal of hazardous and flammable materials, including chemicals and biological materials.

In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or commercialization efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

***Laws and regulations governing any international operations we may have in the future may preclude us from developing, manufacturing and selling certain product candidates outside of the United States and require us to develop and implement costly compliance programs.***

We currently have operations in the United States and Denmark and we maintain relationships with CMOs in other parts of Europe as well as in the United States for the manufacture of our product candidates. If we further expand our operations outside of the United States, we must comply with numerous laws and regulations in each new jurisdiction in which we plan to operate. The creation and implementation of international business practices compliance programs is costly and such programs are difficult to enforce, particularly where reliance on third parties is required. We cannot assure you that our compliance policies and procedures are or will be sufficient or that our directors, officers, employees, representatives, consultants and agents have not engaged and will not engage in conduct for which we may be held responsible, nor can we assure you that our business partners have not engaged and will not engage in conduct that could materially affect their ability to perform their contractual obligations to us or even result in our being held liable for such conduct.

The FCPA prohibits any U.S. individual or business from paying, offering, authorizing payment or offering of anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of the foreign entity in order to assist the individual or business in obtaining or retaining business. The FCPA also obligates companies whose securities are listed in the United States to comply with certain accounting provisions requiring the company to maintain books and records that accurately and fairly reflect all transactions of the corporation, including international subsidiaries, and to devise and maintain an adequate system of internal accounting controls for international operations. The anti-bribery provisions of the FCPA are enforced primarily by the DOJ. The Securities and Exchange Commission, or SEC, is involved with enforcement of the books and records provisions of the FCPA.

Compliance with the FCPA is expensive and difficult, particularly in countries in which corruption is a recognized problem. In addition, the FCPA presents particular challenges in the pharmaceutical industry because, in many countries, hospitals are operated by the government, and doctors and other hospital employees are considered foreign officials. Certain payments to hospitals in connection with clinical trials and other work have been deemed to be improper payments to government officials and have led to FCPA enforcement actions.

Various laws, regulations and executive orders also restrict the use and dissemination outside of the United States, or the sharing with certain non-U.S. nationals, of information classified for national security purposes, as well as certain products and technical data relating to those products. If we expand our presence outside of the United States, it will require us to dedicate additional resources to comply with these laws, and these laws may preclude us from developing, manufacturing, or selling certain drugs and product candidates outside of the United States, which could limit our growth potential and increase our development costs.

The failure to comply with laws governing international business practices may result in substantial penalties, including suspension or debarment from government contracting. Violation of the FCPA or other export control, anti-corruption, anti-money laundering and anti-terrorism laws or regulations can result in significant civil and criminal penalties. Indictment alone under the FCPA can lead to suspension of the right to do business with the U.S. government until the pending claims are resolved. Conviction of a violation of the FCPA can result in long-term disqualification as a government contractor. The termination of a government contract or relationship as a result of our failure to satisfy any of our obligations under laws governing international business practices would have a negative impact on our operations and harm our reputation and ability to procure government contracts. The SEC also may suspend or bar issuers from trading securities on U.S. exchanges for violations of the FCPA's accounting provisions.

***The impact of the Tax Reform Bill could have a negative effect on us or our stockholders.***

On December 20, 2017, Congress passed the Tax Reform Bill and on December 22, 2017, President Trump signed the Tax Reform Bill into law. The Tax Reform Bill makes significant changes to the U.S. federal income tax rules applicable to both individuals and entities, including corporations. There is significant uncertainty as to the impact of the Tax Reform Bill on us, including, but not limited to, our ability to utilize our net operating loss carry forwards, and on any investment in our common stock. For losses arising in tax years beginning after December 31, 2017, the amount of net operating losses that we can use to offset taxable income is limited to 80% of our taxable income. You should consult with your tax advisor with respect to the status of U.S. federal tax reform and its potential effect on your investment in our common stock.

### **Risks Related to Our Intellectual Property**

***Our success depends in part on our ability to protect our intellectual property. It is difficult and costly to protect our proprietary rights and technology, and we may not be able to ensure their protection.***

Our commercial success will depend in large part on obtaining and maintaining patent, trademark and trade secret protection of our product candidates, products and related proprietary technologies, their respective components, formulations, methods used to manufacture them and methods of treatment, as well as successfully defending these patents against third-party challenges. Our ability to stop unauthorized third parties from making, using, selling, offering to sell or importing our product candidates or products and related proprietary technologies is dependent upon the extent to which we have rights under valid and enforceable patents or trade secrets that cover these activities.

The patenting process is expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. In addition, we may not be able to pursue or obtain patent protection in all relevant markets. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. Our pending and future patent applications may not result in issued patents that protect our product candidates, products or related technologies, in whole or in part. In addition, our existing patents and any future patents we obtain may not be sufficiently broad to prevent others from using our technology or from developing competing product candidates or products and related technologies.

***We currently depend on proprietary technology licensed from MSK and may depend on other third party licensors in the future. If we lose our existing licenses or are unable to acquire or license additional proprietary rights from MSK or other third parties, we may not be able to continue developing our products.***

We currently in-license certain intellectual property from MSK. In the future we may in-license intellectual property from other licensors. We rely on certain of these licensors to file and prosecute patent applications and maintain patents and otherwise protect the intellectual property we license from them. We have limited control over these activities or any other intellectual property that may be related to our in-licensed intellectual property. For example, we cannot be certain that such activities by these licensors have been or will be conducted in compliance with applicable laws and regulations or will result in valid and enforceable patents and other intellectual property rights. We have limited control over the manner in which our licensors initiate an infringement proceeding against a third-party infringer of the intellectual property rights, or defend certain of the intellectual property that is licensed to us. It is possible that the licensors' infringement proceeding or defense activities may be less vigorous than had we conducted them ourselves.

The growth of our business may depend in part on our ability to acquire or in-license additional proprietary rights. For example, our programs may involve additional product candidates that may require the use of additional proprietary rights held by third parties. Our product candidates or

products may also require specific formulations to work effectively and efficiently. These formulations may be covered by intellectual property rights held by others. We may develop products containing our compounds and pre-existing pharmaceutical compounds. These pharmaceutical compounds may be covered by intellectual property rights held by others. We may be required by the FDA or comparable foreign regulatory authorities to provide a companion diagnostic test or tests with our product candidates. These diagnostic test or tests may be covered by intellectual property rights held by others. We may be unable to acquire or in-license any relevant third-party intellectual property rights that we identify as necessary or important to our business operations. We may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all, which would harm our business. We may need to cease use of the compositions or methods covered by such third-party intellectual property rights, and may need to seek to develop alternative approaches that do not infringe on such intellectual property rights which may entail additional costs and development delays, even if we were able to develop such alternatives, which may not be feasible. Even if we are able to obtain a license under such intellectual property rights, any such license may be non-exclusive, which may allow our competitors to access the same technologies licensed to us.

Additionally, we sometimes collaborate with academic and other institutions, such as MSK, to accelerate our pre-clinical research or development under written agreements with these institutions. In certain cases, these institutions provide us with an option to negotiate a license to any of the institution's rights in technology resulting from the collaboration. Regardless of such option, we may be unable to negotiate a license within the specified timeframe or under terms that are acceptable to us. If we are unable to do so, the institution may offer the intellectual property rights to others, potentially blocking our ability to pursue our program. If we are unable to successfully obtain rights to required third-party intellectual property or to maintain the existing intellectual property rights we have, we may have to abandon development of such program and our business and financial condition could suffer.

The licensing and acquisition of third-party intellectual property rights is a competitive practice, and companies that may be more established, or have greater resources than we do, may also be pursuing strategies to license or acquire third-party intellectual property rights that we may consider necessary or attractive in order to commercialize our product candidates, products and related proprietary technologies. More established companies may have a competitive advantage over us due to their larger size and cash resources or greater clinical development and commercialization capabilities. There can be no assurance that we will be able to successfully complete such negotiations and ultimately acquire the rights to the intellectual property surrounding the additional product candidates that we may seek to acquire.

We are a party to license agreements with MSK and others, pursuant to which we in-license key patent and patent applications for our product candidates, products and related proprietary technologies. These existing licenses impose various diligence, milestone payment, royalty, insurance and other obligations on us. If we fail to comply with these obligations or otherwise materially breach a license agreement, our licensors may have the right to terminate the license, in which event we would not be able to develop or market the products covered by such licensed intellectual property. In addition, any claims asserted against us by our licensors may be costly and time-consuming, divert the attention of key personnel from business operations or otherwise have a material adverse effect on our business.

***Uncertainty as to the issuance, scope, validity, enforceability and value of patents, and the potential for future changes in patent and other intellectual property protections, may result in inadequate protection of our as well as in-licensed intellectual property or may result in alleged or actual infringement of the intellectual property rights of third parties.***

The patent position of pharmaceutical and biotechnology companies generally is highly uncertain and involves complex legal and factual questions for which many legal principles remain

unresolved. In recent years patent rights have been the subject of significant litigation. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights and in-licensed patent rights are highly uncertain. Our pending and future patent applications and in-licensed patent applications may not result in patents being issued in the United States or in other jurisdictions which protect our product candidates, products or related technologies or which effectively prevent others from commercializing competitive technologies and products. Changes in either the patent laws or interpretation of the patent laws in the United States and other countries may diminish the value of our and in-licensed patents or narrow the scope of our patent protection. In addition, the laws of foreign countries may not protect our rights to the same extent as the laws of the United States. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing, or in some cases not at all. Therefore, we cannot be certain that we were the first to make the inventions claimed in our patents or pending patent applications, or that we were the first to file for patent protection of such inventions. In addition, the U.S. Patent and Trademark Office, or USPTO, might require that the term of a patent issuing from a pending patent application be disclaimed and limited to the term of another patent that is commonly owned or names a common inventor. As a result, the issuance, scope, validity, enforceability and commercial value of our as well as in-licensed patent rights are highly uncertain.

Recent or future patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our and in-licensed patent applications and the enforcement or defense of the issued patents. In March 2013, under the Leahy-Smith America Invents Act, or America Invents Act, the United States moved from a "first to invent" to a "first-to-file" system. Under a "first-to-file" system, assuming the other requirements for patentability are met, the first inventor to file a patent application generally will be entitled to a patent on the invention regardless of whether another inventor had made the invention earlier. The America Invents Act includes a number of other significant changes to U.S. patent law, including provisions that affect the way patent applications are prosecuted, redefine prior art and establish a new post-grant review system. The effects of these changes are currently unclear as the USPTO only recently developed new regulations and procedures in connection with the America Invents Act and many of the substantive changes to patent law, including the "first-to-file" provisions, only became effective in March 2013. In addition, the courts have yet to address many of these provisions and the applicability of the act and new regulations on specific patents discussed herein have not been determined and would need to be reviewed. However, the America Invents Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could have a material adverse effect on our business and financial condition. We may become involved in opposition, interference, derivation, *inter partes* review or other proceedings challenging our patent rights or the patent rights of others, and the outcome of any proceedings are highly uncertain. An adverse determination in any such proceeding could reduce the scope of, or invalidate, our and in-licensed patent rights, allow third parties to commercialize our products, product candidates and related technologies and compete directly with us, without payment to us, or result in our inability to manufacture or commercialize products without infringing third-party patent rights.

***Intellectual property rights do not necessarily address all potential threats.***

Even if our or in-licensed patent applications issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors from competing with us or otherwise provide us with any competitive advantage. Our competitors may be able to circumvent our owned or licensed patents by developing similar or alternative technologies or products in a non-infringing manner. The issuance of a patent is not conclusive as to its scope, validity or enforceability, and our owned and in-licensed patents may be challenged in the courts or patent offices in the United States and abroad. Such challenges may result in the patent claims of our owned or

in-licensed patents being narrowed, invalidated or held unenforceable, which could limit our ability to stop or prevent us from stopping others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of our product candidates, products and technology. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our and in-licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours or otherwise provide us with a competitive advantage.

The degree of future protection for our proprietary rights is uncertain because legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep our competitive advantage. For example:

- others may be able to make or use compounds that are similar to the pharmaceutical compounds used in our product candidates or products but that are not covered by the claims of our patents;
- the APIs in our current product candidates may eventually become commercially available in generic drug products, and no patent protection may be available with regard to formulation or method of use;
- we or our licensors, as the case may be, may fail to meet our obligations to the U.S. government in regards to any in-licensed patents and patent applications funded by U.S. government grants, leading to the loss of patent rights;
- we or our licensors, as the case may be, might not have been the first to file patent applications for these inventions;
- others may independently develop similar or alternative technologies or duplicate any of our product candidates or products and proprietary technologies;
- it is possible that our or in-licensed pending patent applications will not result in issued patents;
- it is possible that there are prior public disclosures that could invalidate our or our licensors' patents, as the case may be, or parts of our or their patents;
- it is possible that others may circumvent our owned or in-licensed patents;
- it is possible that there are unpublished applications or patent applications maintained in secrecy that may later issue with claims covering our product candidates, products or technologies similar to ours;
- the laws of foreign countries may not protect our or our licensors', as the case may be, proprietary rights to the same extent as the laws of the United States;
- the claims of our owned or in-licensed issued patents or patent applications, if and when issued, may not cover our product candidates or products;
- our owned or in-licensed issued patents may not provide us with any competitive advantages, may be narrowed in scope, or be held invalid or unenforceable as a result of legal challenges by third parties;
- the inventors of our owned or in-licensed patents or patent applications may become involved with competitors, develop products or processes which design around our patents, or become hostile to us or the patents or patent applications on which they are named as inventors;

- we have engaged in scientific relationships in the past, such as with MSK, and expect to continue to do so with MSK and/or other third parties in the future. Such third parties may develop adjacent or competing products to ours that are outside the scope of our licensed patents and/or the respective research collaboration/agreement with such third party;
- we may not develop additional proprietary technologies for which we can obtain patent protection;
- it is possible that product candidates or diagnostic tests we develop may be covered by third parties' patents or other exclusive rights; or
- the patents of others may have an adverse effect on our business.

In addition, during the course of business we have decided not to pursue certain products or processes and we may do so again in the future. If it is later determined that our activities or product candidates infringe this intellectual property we may be liable for damages, enhanced damages or subjected to an injunction, any of which could have a material adverse effect on our business.

We also may rely on trade secrets to protect our technology, especially where we do not believe patent protection is appropriate or obtainable. However, trade secrets are difficult to protect, and we have limited control over the protection of trade secrets used by our licensors, collaborators and suppliers. Although we use reasonable efforts to protect our trade secrets, our employees, consultants, contractors, outside scientific collaborators and other advisors may unintentionally or willfully disclose our information to competitors or use such information to compete with us. Moreover, our competitors may independently develop equivalent knowledge, methods and know-how. If our confidential or proprietary information is divulged to or acquired by third parties, including our competitors, our competitive position in the marketplace will be harmed and this would have a material adverse effect on our business.

If any of our owned or in-licensed patents are found to be invalid or unenforceable, or if we are otherwise unable to adequately protect our rights, it could have a material adverse impact on our business and our ability to commercialize or license our technology and product candidates. Likewise, our current owned and in-licensed patents covering our proprietary technologies and our product candidates are expected to expire on various dates from 2021 through 2031, without taking into account any possible patent term adjustments or extensions. Our earliest in-licensed patents were only filed in the United States and may expire before, or soon after, our first product achieves marketing approval in the United States. Upon the expiration of our current patents, we may lose the right to exclude others from practicing these inventions. The expiration of these patents could also have a similar material adverse effect on our business, results of operations, financial condition and prospects. We own or in-license pending patent applications covering our proprietary technologies or our product candidates that if issued as patents are expected to expire from 2021 through 2035 (2038 assuming the future filing of a priority claiming Patent Cooperation Treaty application), without taking into account any possible patent term adjustments or extensions. However, we cannot be assured that the USPTO or relevant foreign patent offices will grant any of these patent applications.

***We may incur substantial costs as a result of litigation or other proceedings relating to patents, and we may be unable to protect our rights to our product candidates, products and technologies.***

If we or our licensors choose to go to court to stop a third party from using the inventions claimed in our owned or in-licensed patents, that third party may ask the court to rule that the patents are invalid and/or should not be enforced against that third party. These lawsuits are expensive and would consume time and other resources even if we or they, as the case may be, were successful in stopping the infringement of these patents. In addition, there is a risk that the court will decide that

these patents are not valid and that we or they, as the case may be, do not have the right to stop others from using the inventions.

There is also the risk that, even if the validity of these patents is upheld, the court will refuse to stop the third party on the ground that such third party's activities do not infringe our owned or in-licensed patents. In addition, the U.S. Supreme Court has recently changed some legal principles that affect patent applications, granted patents and assessment of the eligibility or validity of these patents. As a consequence, issued patents may be found to contain invalid claims according to the newly revised eligibility and validity standards. Some of our owned or in-licensed patents may be subject to challenge and subsequent invalidation or significant narrowing of claim scope in proceedings before the USPTO, or during litigation, under the revised criteria which could also make it more difficult to obtain patents.

We, or our licensors, may not be able to detect infringement against our owned or in-licensed patents, as the case may be, which may be especially difficult for manufacturing processes or formulation patents. Even if we or our licensors detect infringement by a third party of our owned or in-licensed patents, we or our licensors, as the case may be, may choose not to pursue litigation against or settlement with the third party. If we, or our licensors, later sue such third party for patent infringement, the third party may have certain legal defenses available to it, which otherwise would not be available except for the delay between when the infringement was first detected and when the suit was brought. Such legal defenses may make it impossible for us or our licensors to enforce our owned or in-licensed patents, as the case may be, against such third party.

If another party questions the patentability of any of our claims in our owned or in-licensed U.S. patents, the third party can request that the USPTO review the patent claims such as in an *inter partes* review, *ex parte* re-exam or post-grant review proceedings. These proceedings are expensive and may result in a loss of scope of some claims or a loss of the entire patent. In addition to potential USPTO review proceedings, we may become a party to patent opposition proceedings in the European Patent Office, or EPO, or similar proceedings in other foreign patent offices, where either our owned or in-licensed foreign patents are challenged. The costs of these opposition or similar proceedings could be substantial, and may result in a loss of scope of some claims or a loss of the entire patent. An unfavorable result at the USPTO, EPO or other patent office may result in the loss of our right to exclude others from practicing one or more of our inventions in the relevant country or jurisdiction, which could have a material adverse effect on our business.

***We may incur substantial costs as a result of litigation or other proceedings relating to intellectual property rights other than patents, and we may be unable to protect our rights to our product candidates, products and technologies.***

We may rely on trade secrets and confidentiality or nondisclosure agreements to protect our proprietary technology and know-how, especially where we do not believe patent protection is appropriate or obtainable. Where we enter into agreements imposing confidentiality or nondisclosure obligations upon employees or third parties to protect our proprietary technology and know-how, these confidentiality obligations may be breached or may not provide meaningful protection for our trade secrets or proprietary technology and know-how. Furthermore, despite the existence of such confidentiality and nondisclosure agreements, or other contractual restrictions, we may not be able to prevent the unauthorized disclosure or use of our confidential proprietary information or trade secrets by consultants, vendors, former employees or current employees. In addition, adequate remedies may not be available in the event of an unauthorized access, use, or disclosure of our trade secrets or know-how.

Enforcing a claim that a third party illegally obtained and is using any of our trade secrets is expensive and time consuming, and the outcome is unpredictable. In addition, courts outside the

United States may be less willing to protect trade secrets effectively or to the same extent as the laws of the United States. If we choose to go to court to stop a third party from using any of our trade secrets, we may incur substantial costs. These lawsuits may consume our time and other resources even if we are successful.

Third parties may obtain knowledge of our trade secrets through independent development or other access by legal means. The occurrence of such events could limit or preclude our ability to produce or sell our products in a competitive manner or otherwise have a material adverse effect on our business.

***If we are sued for infringing patents or other intellectual property rights of third parties, it will be costly and time consuming, and an unfavorable outcome in that litigation may have a material adverse effect on our business.***

Our commercial success depends upon our ability to develop, manufacture, market and sell our product candidates or products and use our proprietary technologies without infringing the proprietary rights of third parties. U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields relating to our product candidates or products. As the biotechnology and pharmaceutical industries expand and more patents are issued, the risk increases that others may assert that our product candidates or products infringe others' patent rights. Moreover, it is not always clear to industry participants, including us, which patents cover various types of drugs, products or their methods of use or manufacture. Thus, because of the large number of patents issued and patent applications filed in our fields, there may be a risk that third parties may allege they have patent rights encompassing our product candidates or products, technologies or methods.

In addition, because some patent applications in the United States may be maintained in secrecy until the patents are issued, patent applications in the United States and many foreign jurisdictions are typically not published until 18 months after filing, and publications in the scientific literature often lag behind actual discoveries, we cannot be certain that others have not filed patent applications for technology covered by our owned and in-licensed issued patents or our pending applications, or that we or, if applicable, a licensor were the first to invent the technology. Our competitors may have filed, and may in the future file, patent applications covering our products or technology similar to ours. Any such patent application may have priority over our owned and in-licensed patent applications or patents, which could require us to obtain rights to issued patents covering such technologies. If another party has filed a U.S. patent application on inventions similar to those owned by or in-licensed to us, we or, in the case of in-licensed technology, the licensor may have to participate in an interference proceeding declared by the USPTO to determine priority of invention in the United States. If we or one of our licensors is a party to an interference proceeding involving a U.S. patent application on inventions owned by or in-licensed to us, we may incur substantial costs, divert management's time and expend other resources, even if we are successful.

There is a substantial amount of litigation involving patent and other intellectual property rights in the biotechnology and pharmaceutical industries generally. We may be subject to, or threatened with litigation by third parties having patent or other intellectual property rights alleging that our product candidates or products and/or proprietary technologies infringe, misappropriate or violate their intellectual property rights.

If a third party claims that we infringe its intellectual property rights, we may face a number of issues, including, but not limited to:

- infringement and other intellectual property claims which, regardless of merit, may be expensive and time-consuming to litigate and may divert our management's attention from our core business;

- substantial damages for infringement, which we may have to pay if a court decides that the product candidate or technology at issue infringes on or violates the third party's rights, and, if the court finds that the infringement was willful, we could be ordered to pay treble damages and the patent owner's attorneys' fees;
- a court prohibiting us from developing, manufacturing, marketing or selling our product candidates or products, or from using our proprietary technologies, unless the third party licenses its product rights to us, which it is not required to do;
- if a license is available from a third party, it may not be offered on reasonable terms and may require that we pay substantial royalties, upfront fees and other amounts, and/or grant cross-licenses to intellectual property rights for our products; and
- redesigning our product candidates or products or processes so they do not infringe, which may not be possible or may require substantial monetary expenditures and time.

Some of our competitors may be able to sustain the costs of complex patent litigation more effectively than we can because they have substantially greater resources. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise the funds necessary to continue our operations or could otherwise have a material adverse effect on our business, results of operations, financial condition and prospects.

We may choose to challenge the patentability of claims in a third party's U.S. patent by requesting that the USPTO review the patent claims in an *ex-parte* re-exam, *inter partes* review or post-grant review proceedings. These proceedings are expensive and may consume our time or other resources. We may choose to challenge a third party's patent in patent opposition proceedings in the EPO, or other foreign patent office. The costs of these opposition proceedings could be substantial, and may consume our time or other resources. If we fail to obtain a favorable result at the USPTO, EPO or other patent office then we may be exposed to litigation by a third party alleging that the patent may be infringed by our product candidates or products or proprietary technologies.

***We may not be able to protect our intellectual property rights with patents throughout the world.***

Filing, prosecuting and defending patents on all of our product candidates or products throughout the world would be prohibitively expensive. Competitors may use our technology in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection but where enforcement is not as strong as in the United States. These products may compete with our product candidates or products in jurisdictions where we do not have any issued patents and our patent claims or other intellectual property rights may not be effective or sufficient to prevent them from so competing. Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents and other intellectual property protection, particularly those relating to biopharmaceuticals, which could make it difficult for us to stop the infringement of our patents or marketing of competing products against third parties in violation of our proprietary rights generally. The initiation of proceedings by third parties to challenge the scope or validity of our patent rights in foreign jurisdictions could result in substantial cost and divert our efforts and attention from other aspects of our business.

***Obtaining and maintaining our patent protection depends upon compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.***

The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent prosecution process and following the issuance of a patent. Our failure to comply with such requirements could result in abandonment or lapse of a patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, competitors might be able to enter the market earlier than would otherwise have been the case if our patent were in force, which would have a material adverse effect on our business.

***We may be subject to claims that our licensors, employees, consultants or advisors have wrongfully used or disclosed alleged trade secrets of their former employers or their clients.***

As is common in the biotechnology and pharmaceutical industries, we employ individuals who were previously employed at other biotechnology or pharmaceutical companies, including our competitors or potential competitors. Although no claims against us are currently pending, we may be subject to claims that these employees or we have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of their former employers. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in defending against such claims, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses, and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments, and, if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. This type of litigation or proceeding could substantially increase our operating losses and reduce our resources available for development activities. We may not have sufficient financial or other resources to adequately conduct such litigation or proceedings. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their substantially greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other intellectual property related proceedings could adversely affect our ability to compete in the marketplace.

***We have not yet registered our trademarks in the United States. Failure to secure such registrations could adversely affect our business.***

We have not yet registered our trademarks in the United States. If we do not successfully register our trademarks, we may encounter difficulty in enforcing, or be unable to enforce, our trademark rights against third parties, which could adversely affect our business and our ability to effectively compete in the marketplace. We have also not yet registered trademarks for any of our product candidates in any jurisdiction. When we file registration applications for trademarks relating to our product candidates, those applications may be rejected, and registered trademarks may not be obtained, maintained or enforced. During trademark registration proceedings in the United States and foreign jurisdictions, we may receive rejections. We are given an opportunity to respond to those rejections, but we may not be able to overcome such rejections. In addition, in the United States Patent and Trademark Office and in comparable agencies in many foreign jurisdictions, third parties may oppose pending trademark registration applications or seek to cancel registered trademarks. Opposition or cancellation proceedings may be filed against our trademarks, and our trademark registrations may not survive such proceedings.

In addition, any proprietary name we propose to use with any of our product candidate in the United States must be approved by the FDA, regardless of whether we have registered, or applied to register, the proposed proprietary name as a trademark. The FDA typically conducts a review of proposed product names, including an evaluation of potential for confusion with other product names. If the FDA objects to any of our proposed proprietary product names, we may be required to expend significant additional resources in an effort to identify a suitable proprietary product name that would qualify under applicable trademark laws, not infringe the existing rights of third parties and be acceptable to the FDA.

***If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest, which may have a material adverse effect on our business.***

We rely on our trademarks, trade names, service marks, domain names and logos, as appropriate, to market our brands and to build and maintain brand recognition. We rely on trademark protections to protect our business and our products and services. We generally seek to register and continue to register and renew, or secure by contract where appropriate, trademarks, trade names and service marks as they are developed and used, and reserve, register and renew domain names as appropriate. Our registered trademarks, if any, or unregistered trademarks, trade names or service marks may be challenged, infringed, circumvented or declared generic or determined to be infringing on other marks. Effective trademark protection may not be available or may not be sought in every country in which our products are made available and contractual disputes may affect the use of marks governed by private contract. Similarly, not every variation of a domain name may be available or be registered, even if available. We may not be able to protect our rights to these trademarks, trade names, service marks and domain names, which we need to build brand name recognition in our markets of interest. And while we seek to protect the trademarks we use in the United States and in other countries, we may be unsuccessful in obtaining registrations and/or otherwise protecting these trademarks. If that were to happen, we may be prevented from using our names, brands and trademarks unless we enter into appropriate royalty, license or coexistence agreements. Over the long term, if we are unable to establish name recognition based on our trademarks, trade names, service marks and domain names, then we may not be able to compete effectively, resulting in a material adverse effect on our business.

### **Risks Related to Employee Matters and Managing Growth**

***We have a limited number of employees and depend heavily on our executive officers and consultants. Our future success depends on our ability to retain our senior management and other key executives and to attract, retain and motivate qualified personnel. The loss of their services could materially harm our business.***

We are highly dependent on Thomas Gad, our Founder, Chairman, President and Head of Business Development; Dr. Claus Juan Møller San Pedro, M.D., Ph.D., our Chief Executive Officer; Bo Kruse, our Executive Vice President, Chief Financial Officer, Secretary and Treasurer; Joris Wiel Jan Wilms, our Senior Vice President and Chief Operating Officer; Dr. Torben Lund-Hansen, Ph.D., our Senior Vice President and Head of Technical Operations; and Dr. Steen Lisby, M.D., DMSc, our Senior Vice President and Chief Medical Officer, as well as the other principal members of our management and scientific teams. Our agreements with our executive officers do not prevent them from terminating their employment with us at any time. We do not maintain "key person" insurance for any of our executives or other employees. The loss of the services of any of these persons could impede the achievement of our research, development and commercialization objectives.

Recruiting and retaining qualified scientific, clinical, manufacturing and sales and marketing personnel will also be critical to our success. We intend to conduct our operations in the New York City metropolitan area, in a region that is headquarters to many other biopharmaceutical companies and many academic and research institutions. Competition for skilled personnel is intense and the

turnover rate can be high, which may limit our ability to hire and retain highly qualified personnel on acceptable terms or at all. We expect that we will need to recruit talent from outside of our region, and doing so may be costly and difficult.

To induce valuable employees to join and remain at our company, in addition to salary and cash incentives, we have provided, and intend to continue to provide, stock option and/or restricted stock grants that vest over time. The value to employees of these equity grants that vest over time may be significantly affected by movements in the fair market value of our capital stock that are beyond our control, and may at any time be insufficient to counteract more lucrative offers from other companies. Although we have employment agreements with our key employees, these employment agreements provide for at-will employment, which means that any of our employees could leave our employment at any time, with or without notice.

In addition, we rely on consultants and advisors, including scientific and clinical advisors, to assist us in formulating our research and development and commercialization strategy. Our consultants and advisors may be employed by employers other than us and may have commitments under consulting or advisory contracts with other entities that may limit their availability to us.

***We expect to expand our development and regulatory capabilities and our sales and marketing capabilities, and as a result, we may encounter difficulties in managing our growth, which could disrupt our operations.***

We expect to experience significant growth in the number of our employees and the scope of our operations, particularly in the areas of drug development, clinical operations, regulatory affairs and, potentially, sales and marketing. To manage our anticipated future growth, we must continue to implement and improve our managerial, operational and financial systems, expand our facilities and continue to recruit and train additional qualified personnel. Due to our limited financial resources and the limited experience of our management team in managing a company with such anticipated growth, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. The physical expansion of our operations may lead to significant costs and may divert our management and business development resources. Any inability to manage growth could delay the execution of our business plans or disrupt our operations.

### **Risks Related to Our Common Stock and This Offering**

***After this offering, our executive officers, directors and principal stockholders will maintain ownership of a significant percentage of our stock and will be able to exercise significant influence over matters subject to stockholder approval.***

Upon the closing of this offering, our executive officers and directors and our existing stockholders, which own more than 5% of our outstanding common stock before this offering, will, in the aggregate, beneficially own shares representing approximately % of our common stock, not including any shares purchased by these stockholders in this offering. As a result, if these stockholders were to choose to act together, they would be able to control all matters submitted to our stockholders for approval, as well as our management and affairs. For example, these persons, if they choose to act together, would control the election of directors and approval of any merger, consolidation or sale of all or substantially all of our assets. This concentration of voting power could delay or prevent an acquisition of our company on terms that other stockholders may desire. Certain of our existing stockholders, including certain of our directors and entities affiliated with certain of our directors, have indicated an interest in purchasing an aggregate of up to approximately \$ million in shares of our common stock in this offering at the initial public offering price. However, because indications of interest are not binding agreements or commitments to purchase, the underwriters may determine to sell more, fewer or no shares in this offering to any or all of these stockholders, or any or all of these stockholders may determine to purchase more, fewer or no shares in this offering. The underwriters

will receive the same underwriting discount on any shares purchased by these stockholders as they will on any other shares sold to the public in this offering. The foregoing discussion does not give effect to any potential purchases by these stockholders in this offering.

***Provisions in our corporate charter documents and under Delaware law could make an acquisition of us, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management.***

Provisions in our certificate of incorporation and our bylaws that will become effective upon the closing of this offering may discourage, delay or prevent a merger, acquisition or other change in control of us that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. These provisions could also limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. In addition, because our board of directors is responsible for appointing the members of our management team, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. Among other things, these provisions:

- establish a classified board of directors such that not all members of the board are elected at one time;
- allow the authorized number of our directors to be changed only by resolution of our board of directors;
- limit the manner in which stockholders can remove directors from the board;
- establish advance notice requirements for stockholder proposals that can be acted on at stockholder meetings and nominations to our board of directors;
- require that stockholder actions must be effected at a duly called stockholder meeting and prohibit actions by our stockholders by written consent;
- limit who may call stockholder meetings;
- authorize our board of directors to issue preferred stock without stockholder approval, which could be used to institute a "poison pill" that would work to dilute the stock ownership of a potential hostile acquirer, effectively preventing acquisitions that have not been approved by our board of directors; and
- require the approval of the holders of at least 75% of the votes that all our stockholders would be entitled to cast to amend or repeal certain provisions of our charter or bylaws.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the General Corporation Law of the State of Delaware, or DGCL, which prohibits a person who owns in excess of 15% of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner.

***If you purchase shares of common stock in this offering, you will suffer immediate dilution of your investment.***

The initial public offering price of shares of our common stock is substantially higher than the as adjusted net tangible book value per share of our common stock. Therefore, if you purchase shares of our common stock in this initial public offering, you will pay a price per share of common stock that substantially exceeds our as adjusted net tangible book value per share of common stock after this

initial public offering. To the extent shares of our common stock are issued under outstanding options, you will incur further dilution. Based on the initial public offering price of \$ \_\_\_\_\_ per share of common stock, which is the midpoint of the price range set forth on the cover of this prospectus, you will experience immediate dilution of \$ \_\_\_\_\_ per share of common stock, representing the difference between our as adjusted net tangible book value per share of common stock after giving effect to this offering and the assumed initial public offering price per share of common stock. In addition, purchasers of shares of our common stock in this offering will have contributed approximately \_\_\_\_\_ % of the aggregate price paid by all purchasers of shares of our common stock but will own only approximately \_\_\_\_\_ % of our common stock outstanding after this offering.

***An active trading market for our common stock may not develop and, as a result, it may be difficult for you to sell your shares of our common stock.***

Prior to this offering, there has been no public market for our common stock. The initial public offering price for our common stock will be determined through negotiations with the underwriters. Although we plan to list our common stock on the Nasdaq Global Market, an active trading market for our shares may never develop or be sustained following this offering. If an active market for our common stock does not develop or is not sustained, it may be difficult for you to sell shares you purchase in this offering without depressing the market price for the shares, or at all.

***If securities analysts do not publish research or reports about our business or if they publish negative evaluations of our stock, the price of our stock could decline.***

The trading market for our common stock will rely in part on the research and reports that industry or financial analysts publish about us or our business. We do not currently have and may never obtain research coverage by industry or financial analysts. If no or few analysts commence coverage of us, the trading price of our stock would likely decrease. Even if we do obtain analyst coverage, if one or more of the analysts covering our business downgrade their evaluations of our stock, the price of our stock could decline. If one or more of these analysts cease to cover our stock, we could lose visibility in the market for our stock, which in turn could cause our stock price to decline.

***The price of our common stock may be volatile and fluctuate substantially, which could result in substantial losses for purchasers of our common stock in this offering.***

Our stock price is likely to be volatile. The stock market in general and the market for pharmaceutical and biotechnology companies in particular have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. As a result of this volatility, you may not be able to sell your common stock at or above the initial public offering price. The market price for our common stock may be influenced by many factors, including:

- the timing and results of clinical trials of any of our product candidates;
- regulatory actions with respect to our product candidates or our competitors' products and product candidates;
- the success of existing or new competitive products or technologies;
- announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures, collaborations or capital commitments;
- establishment or termination of collaborations for our product candidates or development programs;
- failure or discontinuation of any of our development programs;
- results of clinical trials of product candidates of our competitors;

- regulatory or legal developments in the United States and other countries;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- the recruitment or departure of key personnel;
- the level of expenses related to any of our product candidates or development programs;
- the results of our efforts to discover, develop, acquire or in-license additional product candidates or products;
- actual or anticipated changes in estimates as to financial results or development timelines;
- announcement or expectation of additional financing efforts;
- sales of our common stock by us, our insiders or other stockholders;
- variations in our financial results or those of companies that are perceived to be similar to us;
- changes in estimates or recommendations by securities analysts, if any, that cover our stock;
- changes in the structure of healthcare payment systems;
- market conditions in the pharmaceutical and biotechnology sectors;
- general economic, industry and market conditions; and
- the other factors described in this "Risk Factors" section.

***We could be subject to securities class action litigation.***

In the past, securities class action litigation has often been brought against a company following a decline in the market price of its securities. This risk is especially relevant for us because pharmaceutical companies have experienced significant stock price volatility in recent years. If we face such litigation, it could result in substantial costs and a diversion of management's attention and our resources, which could harm our business.

***We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.***

Our management will have broad discretion in the application of the net proceeds from this offering and could spend the proceeds in ways that do not improve our results of operations or enhance the value of our common stock. The failure by our management to apply these funds effectively could result in financial losses that could have a material adverse effect on our business, cause the price of our common stock to decline and delay the development of our product candidates. Pending their use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

***We are an "emerging growth company" and the reduced disclosure requirements applicable to emerging growth companies may make our common stock less attractive to investors.***

We are an "emerging growth company" as defined in the JOBS Act. We may remain an emerging growth company for up to five years, or until such earlier time as we have more than \$1.07 billion in annual revenue, the market value of our stock held by non-affiliates is more than \$700 million or we issue more than \$1 billion of non-convertible debt over a three-year period. For so long as we remain an emerging growth company, we are permitted and intend to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not emerging growth companies. These exemptions include not being required to comply with the auditor

attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, or Section 404, not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, being permitted to present only two years of audited financial statements and a correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure in this prospectus, reduced disclosure obligations regarding executive compensation and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. In this prospectus, we have not included all of the executive compensation related information that would be required if we were not an emerging growth company. We cannot predict whether investors will find our common stock less attractive if we rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of this exemption from new or revised accounting standards and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies.

***We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives.***

As a public company, and particularly after we are no longer an "emerging growth company," we will incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act of 2002 and rules subsequently implemented by the SEC and Nasdaq have imposed various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance.

Pursuant to Section 404, we will be required to furnish a report by our management on our internal control over financial reporting, including an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. However, while we remain an emerging growth company, we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. To achieve compliance with Section 404 within the prescribed period, we will be engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. There is a risk that neither we nor our independent registered public accounting firm will be able to conclude within the prescribed timeframe that our internal control over financial reporting is effective as required by Section 404. This could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements.

***Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.***

Utilization of net operating loss carry forwards depends on many factors, including our future income, which cannot be assured, and the impact of the Tax Reform Bill. Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, or the Code, if a corporation undergoes an "ownership change" (generally defined as a greater than 50-percentage-point cumulative change (by value) in the equity ownership of certain stockholders over a rolling three-year period), the corporation's ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes to offset its post-change taxable income or taxes may be limited. As a result of our current and planned fund raising activities, including this offering, we may experience such an "ownership change." We may also experience ownership changes in the future as a result of subsequent shifts in our stock ownership, some of which changes are outside our control. As a result, our ability to use any pre-change net operating loss carryforwards and other pre-change tax attributes to offset post-change taxable income or taxes may be subject to limitation and may harm our future operating results by effectively increasing our future tax obligations.

***Because we do not anticipate paying any cash dividends on our capital stock for the foreseeable future, capital appreciation, if any, of our common stock will be your sole source of gain.***

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. In addition, the terms of any future debt agreements may preclude us from paying dividends. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

***A significant portion of our total outstanding shares are restricted from immediate resale but may be sold into the market in the near future, which could cause the market price of our common stock to drop significantly, even if our business is doing well.***

Sales of a substantial number of shares of our common stock in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our common stock. After this offering, we will have outstanding \_\_\_\_\_ shares of common stock based on the number of shares outstanding as of \_\_\_\_\_, 2018. Of these shares of our common stock, \_\_\_\_\_ shares to be sold in this offering, plus any shares sold upon exercise of the underwriters' option to purchase additional shares, will be freely tradable, without restriction, in the public market immediately following this offering, unless purchased by our affiliates. All of the remaining shares are currently restricted as a result of securities laws or lock-up agreements but will be able to be sold after the offering as described in the "Shares Eligible for Future Sale" section of this prospectus, including with the prior written consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Cowen and Company, LLC during the term of the lock-up agreements. Moreover, after this offering, holders of an aggregate of shares of our common stock will have rights, subject to certain conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. We also intend to register all shares of common stock that we may issue under our equity compensation plans. Once we register these shares, they can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates and the lock-up agreements described in the "Underwriting" section of this prospectus.

***Our certificate of incorporation that will become effective upon the closing of this offering designates the state courts in the State of Delaware or, if no state court located within the State of Delaware has jurisdiction, the federal court for the District of Delaware, as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could discourage lawsuits against us and our directors, officers and employees.***

Our certificate of incorporation that will become effective upon the closing of this offering provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware) will be the sole and exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or employees to our company or our stockholders, any action asserting a claim against us arising pursuant to any provision of the DGCL or our certificate of incorporation or bylaws, or any action asserting a claim against us governed by the internal affairs doctrine. This exclusive forum provision may limit the ability of our stockholders to bring a claim in a judicial forum that such stockholders find favorable for disputes with us or our directors, officers or employees, which may discourage such lawsuits against us and our directors, officers and employees.

## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND INDUSTRY DATA

This prospectus contains forward-looking statements that involve substantial risks and uncertainties. All statements, other than statements of historical facts, contained in this prospectus, including statements regarding our strategy, future operations, future financial position, future revenue, projected costs, prospects, plans and objectives of management and expected market growth are forward-looking statements. The words "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "plan," "potential," "predict," "project," "should," "target," "would" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

These forward-looking statements include, among other things, statements about:

- the implementation of our business model and our plans to develop and commercialize our lead product candidates and other product candidates, including the potential benefits thereof;
- our ongoing and future clinical trials for our lead product candidates, whether conducted by us or by any of our collaborators, including the timing of initiation of these trials and of the anticipated results;
- our pre-clinical studies and future clinical trials for our other product candidates and our research and development programs, whether conducted by us or by any of our collaborators, including the timing of initiation of these trials and of the anticipated results;
- the timing of and our ability to obtain and maintain regulatory and marketing approvals for our product candidates;
- the rate and degree of market acceptance and clinical utility of any products for which we receive marketing approval;
- the pricing and reimbursement of our product candidates, if approved;
- our ability to retain the continued service of our key employees and to identify, hire and retain additional qualified employees;
- remediation of material weaknesses in our internal control over financial reporting;
- our commercialization, marketing and manufacturing capabilities and strategy;
- our intellectual property position and strategy and the scope of protection we are able to establish and maintain for the intellectual property rights covering our product candidates and technology;
- our ability to identify and develop additional product candidates and technologies with significant commercial potential;
- our plans and ability to enter into collaborations or strategic partnerships for the development and commercialization of our product candidates and future operations;
- the potential benefits of any future collaboration or strategic partnerships;
- our expectations related to the use of proceeds from this offering and our existing cash and cash equivalents;
- our financial performance, including our estimates regarding expenses, future revenue, capital requirements and needs for additional financing;
- developments relating to our competitors and our industry;

- the impact of government laws and regulations; and
- our expectations regarding the time during which we will be an emerging growth company under the JOBS Act.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements we make. We have included important factors in the cautionary statements included in this prospectus, particularly in the "Risk Factors" section, that could cause actual results or events to differ materially from the forward-looking statements that we make. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, collaborations, joint ventures or investments that we may make or enter into.

## USE OF PROCEEDS

We estimate that the net proceeds to us from our issuance and sale of \_\_\_\_\_ shares of our common stock in this offering will be approximately \$ \_\_\_\_\_ million, assuming an initial public offering price of \$ \_\_\_\_\_ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters exercise in full their option to purchase additional shares, we estimate that the net proceeds from this offering will be approximately \$ \_\_\_\_\_ million.

A \$1.00 increase or decrease in the assumed initial public offering price of \$ \_\_\_\_\_ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease our net proceeds from this offering by approximately \$ \_\_\_\_\_ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. An increase or decrease of 1,000,000 shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease our net proceeds from this offering by approximately \$ \_\_\_\_\_ million, assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

As of June 30, 2018, we had cash and cash equivalents of \$70.2 million. We currently estimate that we will use the net proceeds from this offering, together with our existing cash and cash equivalents, as follows:

- approximately \$ \_\_\_\_\_ million to fund our ongoing pivotal stage development through regulatory submission, and other clinical development and expansion into new indications of one of our lead product candidates, naxitamab;
- approximately \$ \_\_\_\_\_ million to fund our ongoing pivotal stage development through regulatory submission, and other clinical development and expansion into new indications of another of our lead product candidates, omburtamab;
- approximately \$ \_\_\_\_\_ million to fund through a Phase 2 clinical trial of our omburtamab-DTPA product candidate;
- approximately \$ \_\_\_\_\_ million to fund through the submission of INDs and through Phase 1 clinical trials of our BsAb product candidates;
- approximately \$ \_\_\_\_\_ million to fund the additional pre-clinical research and clinical development activity related to our other product candidates and programs; and
- the remainder for working capital and other general corporate purposes, which may include funding for additional research, hiring additional personnel, capital and commercialization expenditures and the costs of operating as a public company.

This expected use of the net proceeds from this offering and our existing cash and cash equivalents represents our intentions based upon our current plans and business conditions, which could change in the future as our plans and business conditions evolve. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the progress of our development and commercialization efforts, the status of and results from clinical trials, any collaborations that we may enter into with third parties for our product candidates and any unforeseen cash needs. Moreover, our estimates of the costs to fund our clinical trials are based on the current designs of the trials. If we were to modify the design of any of these clinical trials, for instance, to increase the number of patients in the clinical trials, our costs to fund the clinical trials could increase.

As a result, our management will retain broad discretion over the allocation of the net proceeds from this offering.

Based on our current plans, we believe that our existing cash and cash equivalents, together with the net proceeds from this offering, will be sufficient to enable us to fund our operating expenses and capital expenditure requirements through . We have based this estimate on assumptions that may prove to be wrong, and we could use our available capital resources sooner than we currently expect. We expect that the net proceeds from this offering and our existing cash and cash equivalents will be sufficient to enable us to complete each of our ongoing pivotal stage clinical trials for our lead product candidates, naxitamab and omburtamab. However, we do not expect that the net proceeds from this offering and our existing cash and cash equivalents will be sufficient to enable us to conduct through completion any additional clinical trials of our lead product candidates for other indications or to otherwise conduct and complete the development of our other product candidates. Accordingly, we will need to raise substantial additional funds for these purposes. We do not currently have any committed external sources of funds.

Pending our use of the net proceeds from this offering, we intend to invest the net proceeds in a variety of capital preservation investments, including short-term, investment-grade, interest-bearing instruments and U.S. government securities.

## **DIVIDEND POLICY**

We have never declared nor paid cash dividends on our common stock. We currently intend to retain all available funds and all of our future earnings, if any, to finance the growth and development of our business. We do not intend to pay cash dividends in respect of our common stock in the foreseeable future. In addition, future debt instruments may materially restrict our ability to pay dividends on our common stock. Payment of future cash dividends, if any, will be at the discretion of the board of directors after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs, the requirements of then-existing debt instruments, if any, and other agreements and other factors the board of directors deems relevant.

## CAPITALIZATION

The following table summarizes our cash and capitalization as of June 30, 2018:

- on an actual basis; and
- on an as adjusted basis to give further effect to (i) our issuance and sale of shares of common stock in this offering at an assumed initial public offering price of \$            per share of common stock, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us and (ii) the filing and effectiveness of our amended and restated certificate of incorporation which will occur immediately prior to the completion of this offering.

Our capitalization following the closing of this offering will be adjusted based on the actual initial public offering price and other terms of the offering determined at pricing. You should read this table together with our consolidated financial statements and the related notes appearing elsewhere in this prospectus and the "Selected Consolidated Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of this prospectus.

	As of June 30, 2018	
	Actual	As Adjusted
	(in thousands)	
Cash and cash equivalents	\$ 70,152	\$
Stockholders' equity:		
Common stock, \$0.0001 par value per share, 50,000,000 shares authorized, 26,749,666 shares issued and outstanding, actual; 100,000,000 shares authorized,            shares issued and outstanding, as adjusted		3
Preferred stock, \$0.0001 par value per share, 5,500,000 shares authorized, no shares issued or outstanding, actual; 5,500,000 shares authorized, no shares issued or outstanding, as adjusted		—
Additional paid-in capital	124,955	
Accumulated and other comprehensive income	(88)	
Accumulated deficit	(59,349)	
Total stockholders' equity	65,521	
Total capitalization	\$ 65,521	\$

The as adjusted information above is illustrative only, and our capitalization following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. A \$1.00 increase or decrease in the assumed initial public offering price of \$            per share of common stock, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the as adjusted amount of each of cash and cash equivalents, additional paid-in capital, total stockholders' equity and total capitalization by \$            million, assuming that the number of shares of common stock offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. An increase or decrease of 1,000,000 shares of common stock in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease the as adjusted amount of each of cash and cash equivalents, common stock, par value \$0.0001 per share, additional paid-in capital, total stockholders' equity and total capitalization by \$            million, assuming no change in the assumed initial public

offering price per share and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The table above is based on the number of outstanding shares of our common stock as of June 30, 2018, and excludes:

- \_\_\_\_\_ shares of our common stock issuable upon the exercise of stock options outstanding as of June 30, 2018, at a weighted average exercise price of \$ \_\_\_\_\_ per share;
- \_\_\_\_\_ shares of our common stock remaining available for future issuance as of \_\_\_\_\_, 2018 under the 2015 Plan, which shares, upon the closing of this offering, will be available for future issuance under the 2018 plan;
- \_\_\_\_\_ additional shares of our common stock remaining available for future issuance as of the closing of this offering under the 2018 Plan;
- 700,000 additional shares that will be available for future issuance as of the closing of this offering under the ESPP; and
- \_\_\_\_\_ shares of restricted common stock that will be released from restrictions upon completion of the offering.

## DILUTION

If you invest in our common stock in this offering, your ownership interest will be diluted immediately to the extent of the difference between the public offering price per share of our common stock and the as adjusted net tangible book value per share of our common stock after this offering.

Our historical net tangible book value (deficit) as of June 30, 2018 was \$65.5 million, or \$2.45 per share of our common stock. Our historical net tangible book value (deficit) is the amount of our total tangible assets less our total liabilities. Historical net tangible book value (deficit) per share represents our historical net tangible book value (deficit) divided by the 26,749,666 shares of our common stock outstanding as of June 30, 2018.

After giving effect to receipt of the net proceeds from our issuance and sale of \_\_\_\_\_ shares of our common stock in this offering at an assumed initial public offering price of \$ \_\_\_\_\_ per share of common stock, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, and the application of the net proceeds from this offering as described in "Use of Proceeds," our as adjusted net tangible book value as of June 30, 2018 would have been \$ \_\_\_\_\_ million, or \$ \_\_\_\_\_ per share. This represents an immediate increase in as adjusted net tangible book value per share of \$ \_\_\_\_\_ to existing stockholders and immediate dilution of \$ \_\_\_\_\_ in as adjusted net tangible book value per share to new investors purchasing common stock in this offering.

Dilution per share to new investors is determined by subtracting as adjusted net tangible book value per share after this offering from the assumed initial public offering price per share paid by new investors. The following table illustrates this dilution on a per share basis:

Assumed initial public offering price per share	\$ _____
Historical net tangible book value (deficit) per share as of June 30, 2018	\$ 2.45
Increase in as adjusted net tangible book value per share attributable to new investors purchasing shares in this offering	_____
As adjusted net tangible book value per share after this offering	_____
Dilution per share to new investors purchasing shares in this offering	\$ _____

A \$1.00 increase or decrease in the assumed initial public offering price of \$ \_\_\_\_\_ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease our as adjusted net tangible book value by \$ \_\_\_\_\_ million, our as adjusted net tangible book value per share after this offering by \$ \_\_\_\_\_ and dilution per share to new investors purchasing shares in this offering by \$ \_\_\_\_\_, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. An increase of 1,000,000 shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase the as adjusted net tangible book value per share after this offering by \$ \_\_\_\_\_ and decrease the dilution per share to new investors participating in this offering by \$ \_\_\_\_\_, assuming no change in the assumed initial public offering price and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. A decrease of 1,000,000 shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would decrease the as adjusted net tangible book value per share after this offering by \$ \_\_\_\_\_ and increase the dilution per share to new investors participating in this offering by \$ \_\_\_\_\_, assuming no change in the assumed initial public offering price and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters exercise their option to purchase additional shares in full, our as adjusted net tangible book value per share after this offering would be \$ \_\_\_\_\_ per share, representing an

immediate increase in as adjusted net tangible book value per share of \$ [redacted] to existing stockholders and immediate dilution in as adjusted net tangible book value per share of \$ [redacted] to new investors purchasing common stock in this offering, assuming an initial public offering price of \$ [redacted] per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. If any shares are issued upon exercise of outstanding options, you will experience further dilution.

The following table summarizes as of June 30, 2018, on the as adjusted basis described above, the number of shares of common stock purchased from us, the total consideration paid to us and the average price per share paid by existing stockholders and by new investors purchasing shares of common stock in this offering. The calculation below is based on an assumed initial public offering price of \$ [redacted] per share, which is the midpoint of the price range set forth on the cover page of this prospectus, before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us:

	Shares Purchased		Total Consideration		Weighted Average Price Per Share
	Number		Percent		
	%	\$	Amount	Percent	
Existing stockholders		%	\$		%\$
New investors					
<b>Total</b>		<b>100.0%</b>	<b>\$</b>	<b>100.0%</b>	<b>\$</b>

A \$1.00 increase or decrease in the assumed initial public offering price of \$ [redacted] per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the total consideration paid by new investors by \$ [redacted] million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by [redacted] percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by [redacted] percentage points, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same. An increase or decrease of 1,000,000 shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease the total consideration paid by new investors by \$ [redacted] million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by [redacted] percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by [redacted] percentage points, assuming no change in the assumed initial public offering price.

The table above assumes no exercise of the underwriters' option to purchase additional shares in this offering. If the underwriters' option to purchase additional shares is exercised in full, the number of shares of our common stock held by existing stockholders would be reduced to [redacted] % of the total number of shares of our common stock outstanding after this offering, and the number of shares of common stock held by new investors participating in the offering would be increased to [redacted] % of the total number of shares of our common stock outstanding after this offering.

The number of shares purchased from us by existing stockholders is based on [redacted] shares of our common stock outstanding as of June 30, 2018, and excludes:

- [redacted] shares of our common stock issuable upon the exercise of stock options outstanding as of June 30, 2018, at a weighted average exercise price of \$ [redacted] per share;
- [redacted] shares of our common stock remaining available for future issuance as of [redacted], 2018 under the 2015 Plan, which shares, upon the closing of this offering, will be available for future issuance under the 2018 plan;

- additional shares of our common stock remaining available for future issuance as of the closing of this offering under the 2018 Plan;
- 700,000 additional shares that will be available for future issuance as of the closing of this offering under the ESPP; and
- shares of restricted common stock that will be released from restrictions upon completion of the offering.

Furthermore, we may choose to raise additional capital through the sale of equity or convertible debt securities due to market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. New investors will experience further dilution if any of our outstanding options or warrants are exercised, new options are issued and exercised under our equity incentive plans or we issue additional shares of common stock, other equity or convertible debt securities in the future. See the section herein entitled "Risk Factors—If you purchase shares of common stock in this offering, you will suffer immediate dilution of your investment."

Certain of our existing stockholders, including certain of our directors and entities affiliated with certain of our directors, have indicated an interest in purchasing an aggregate of up to approximately \$                      million in shares of our common stock in this offering at the initial public offering price. However, because indications of interest are not binding agreements or commitments to purchase, the underwriters may determine to sell more, fewer or no shares in this offering to any or all of these stockholders, or any or all of these stockholders may determine to purchase more, fewer or no shares in this offering. The underwriters will receive the same underwriting discount on any shares purchased by these stockholders as they will on any other shares sold to the public in this offering. The foregoing discussion does not give effect to any potential purchases by these stockholders in this offering.

## SELECTED CONSOLIDATED FINANCIAL DATA

The following tables set forth our selected consolidated financial data for the period indicated. We have derived the consolidated statements of operations data for the years ended December 31, 2016 and 2017 and the consolidated balance sheet data as of December 31, 2016 and December 31, 2017 from our audited consolidated financial statements included elsewhere in this prospectus. We have derived the selected financial data for the six months ended June 30, 2017 and 2018, and the balance sheet data as of June 30, 2018, from our unaudited consolidated financial statements, which have been included elsewhere in this prospectus and have been prepared on the same basis as the audited financial statements. In the opinion of management, the unaudited data reflects all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the financial information in those statements. Our historical results are not necessarily indicative of the results that should be expected for any future period. You should read the following selected consolidated financial data together with the more detailed information contained in "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes included elsewhere in this prospectus.

	<u>Year Ended December 31,</u>		<u>Six Months Ended June 30,</u>	
	<u>2016</u>	<u>2017</u>	<u>2017</u>	<u>2018</u>
	(in thousands, except per share data)		(in thousands, except per share data)	
<b>Consolidated Statement of Operations Data:</b>				
Revenue	\$ —	\$ —	\$ —	\$ —
Operating expenses:				
Research and development	13,855	14,307	4,606	14,497
General and administrative	3,184	4,937	1,521	3,240
Total operating expenses	<u>17,039</u>	<u>19,244</u>	<u>6,127</u>	<u>17,737</u>
Loss from operations	(17,039)	(19,244)	(6,127)	(17,737)
Interest and other income (expense)	(18)	83	46	(51)
Net loss	<u>\$ (17,057)</u>	<u>\$ (19,161)</u>	<u>\$ (6,081)</u>	<u>\$ (17,788)</u>
Net loss attributable to common stockholders	<u>\$ (17,057)</u>	<u>\$ (19,161)</u>	<u>\$ (6,081)</u>	<u>\$ (17,788)</u>
Net loss per share attributable to common stockholders—basic and diluted <sup>(1)</sup>	<u>\$ (1.21)</u>	<u>\$ (0.99)</u>	<u>\$ (0.34)</u>	<u>\$ (0.66)</u>
Weighted-average common shares outstanding used in computing net loss per share attributable to common stockholders—basic and diluted <sup>(1)</sup>	<u>14,087,456</u>	<u>19,397,506</u>	<u>17,644,530</u>	<u>26,749,666</u>

(1) See Note 4 to our consolidated financial statements included elsewhere in this prospectus for an explanation of the method used to calculate the historical basic and diluted net loss per common share and the weighted average number of shares used in the computation of the per share amounts.

	<u>As of December 31,</u>		<u>As of June 30,</u>
	<u>2016</u>	<u>2017</u>	<u>2018</u>
	<u>(in thousands)</u>		
<b>Consolidated Balance Sheet Data:</b>			
Cash and cash equivalents	\$ 16,875	\$ 90,483	\$ 70,152
Working capital <sup>(1)</sup>	14,286	83,430	66,002
Total assets	17,261	92,127	73,298
Total liabilities	5,200	9,975	7,777
Accumulated deficit	(22,400)	(41,561)	(59,349)
Total stockholders' equity	12,061	82,152	65,521

(1) We define working capital as current assets less current liabilities.

## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*You should read the following discussion and analysis of our financial condition and results of operations together with our accompanying financial statements and related notes thereto included elsewhere in this prospectus. Some of the information contained in this discussion and analysis or set forth elsewhere in this prospectus, including information with respect to our plans and strategy for our business and related financing, includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the "Risk Factors" section of this prospectus, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis. For convenience of presentation some of the numbers have been rounded in the text below.*

### Overview

We are a late-stage clinical biopharmaceutical company focused on the development and commercialization of novel, antibody-based therapeutic products for the treatment of cancer. We have a broad and advanced product pipeline, including two pivotal-stage product candidates—naxitamab and omburtamab—which target tumors that express GD2 and B7-H3, respectively. We are developing naxitamab for the treatment of pediatric patients with R/R high-risk NB, and radiolabeled omburtamab for the treatment of pediatric patients with CNS/LM, from NB. NB is a rare and almost exclusively pediatric cancer that develops in the sympathetic nervous system and CNS/LM is a rare and usually fatal complication of NB in which the disease spreads to the membranes, or meninges, surrounding the brain and spinal cord in the CNS.

We expect to submit a BLA for each of our two lead product candidates in 2019, with a goal of receiving approval by the FDA in 2020. We plan to commercialize both of our lead product candidates in the United States as soon as possible after obtaining FDA approval, if such approval occurs. Additionally, we have two omburtamab follow-on product candidates in pre-clinical development, omburtamab-DTPA and huB7-H3, a humanized version of omburtamab, each targeting indications with large adult patient populations. We are also advancing a pipeline of novel BsAbs through late pre-clinical development, including our huGD2-BsAb product candidate for the treatment of refractory GD2-positive adult and pediatric solid tumors and our huCD33-BsAb product candidate for the treatment of hematological cancers expressing CD33, a transmembrane receptor expressed on cells of myeloid lineage. We believe our BsAbs have the potential to result in improved tumor-binding, longer serum half-life and significantly greater T-cell mediated killing of tumor cells without the need for continuous infusion. Our mission is to become the world leader in developing better and safer antibody-based pediatric oncology products addressing clear unmet medical needs and, as such, have a transformational impact on the lives of patients. We intend to advance and expand our product pipeline into certain adult cancer indications either independently or in collaboration with potential partners.

Since our inception in April 2015, we have devoted substantially all of our resources to organizing and staffing our company, business planning, identifying potential product candidates, conducting pre-clinical studies of our product candidates and clinical trials of our lead product candidates, raising capital, and acquiring and developing our technology platform among other matters. We do not have any products approved for sale and have not generated any revenues from product sales. To date, we have financed our operations primarily through private placements of our securities. We have received aggregate gross proceeds of \$119.6 million through June 30, 2018 from the sale and issuance of our common stock.

As of June 30, 2018, we had an accumulated deficit of \$59.3 million. Our net losses were \$17.1 million for the year ended December 31, 2016, \$19.2 million for the year ended December 31, 2017, \$6.1 million for the six months ended June 30, 2017 and \$17.8 million for the six months ended

June 30, 2018. We have incurred significant net operating losses in every year since our inception and expect to continue to incur increasing net operating losses and significant expenses for the foreseeable future. Our net losses may fluctuate significantly from quarter to quarter and year to year. We anticipate that our expenses will increase significantly as we:

- continue to advance our lead product candidates through pivotal stage development towards registration;
- continue to advance our other product candidates through pre-clinical and clinical development;
- continue to identify additional research programs and additional product candidates, as well as additional indications for existing product candidates;
- initiate pre-clinical studies and clinical trials for any additional product candidates we identify;
- develop, maintain, expand and protect our intellectual property portfolio;
- hire additional research, sales force, commercialization, clinical and scientific personnel; and
- incur additional costs associated with operating as a public company, including expanding our operational, finance and management teams.

We believe that our cash on hand together with the net proceeds from this offering will be sufficient to fund our operations through . We do not expect to generate revenues from product sales unless and until we successfully complete development and obtain regulatory approval for a product candidate, which is subject to significant uncertainty and may never occur. Although no assurance can be given, our goal is to complete the development of our lead product candidates, naxitamab for the treatment of pediatric R/R high-risk NB, and omburtamab for the treatment of CNS/LM from NB, by the end of 2019. Additionally, we currently use CROs and CMOs to carry out our pre-clinical and clinical development activities and we do not yet have a sales organization.

Moreover, pursuant to the MSK License, we have obtained exclusive rights to MSK's rights in our current product candidates. Under the MSK License, we have committed to funding scientific research and conducting certain clinical trial activities at MSK through 2020. As these product candidates progress through clinical development, regulatory approval and commercialization, certain milestone payments will come due either as a result of the milestones having been met or the passage of time even if the milestones have not been met. Also, we will owe MSK customary royalties on commercial sales of our approved products, including a fixed minimum royalty starting in 2020 whether or not product sales are ever achieved. In addition, we have committed to obtain certain personnel and laboratory services at MSK under our MDSA, and two separate CFSAs. Also under our MCTA with MSK, we will provide drug product and funding for certain clinical trials at MSK. These MSK agreements are important to our business. For a more detailed discussion of the terms and conditions of these agreements, see the section herein entitled "Business—Intellectual Property—MSK Agreements."

If we obtain regulatory approval for our product candidates, we expect to incur significant commercialization expenses related to product sales, marketing, manufacturing and distribution. Accordingly, we may continue to fund our operations through public or private equity or debt financings or other sources, including strategic collaborations. We may, however, be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all. Our failure to raise capital or enter into such other arrangements as and when needed would have a negative impact on our financial condition and our ability to develop our current product candidates, or any additional product candidates, if developed. Because of the numerous risks and uncertainties associated with the development of our existing product candidates and any future product candidates,

our platform and technology and because the extent to which we may enter into collaborations with third parties for development of any of our product candidates is unknown, we are unable to estimate the amounts of increased capital outlays and operating expenses associated with completing the research and development of our product candidates. If we raise additional funds through collaborations, strategic alliances, or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs, product candidates or grant licenses on terms that may not be favorable to us and could have a negative impact on our financial condition.

## **Components of Our Results of Operations**

### ***Revenue***

To date, we have not generated any revenue from product sales and do not expect to do so in the near future. We expect that we will experience increasing losses as we continue our development of, and seek regulatory approvals for, our product candidates and begin to commercialize any approved products. Our ability to generate revenue for each product candidate for which we receive regulatory approval, if any, will depend on numerous factors, including reimbursement, coverage, competition, commercial manufacturing capability and market acceptance of such approved products.

### ***Operating Expenses***

#### ***Research and Development Expenses***

Research and development expenses consist of expenses incurred in connection with the discovery and development of our product candidates. We expense research and development costs as incurred. These expenses include:

- sponsored research, laboratory facility services, clinical trial and data service at MSK under our SRA, our two CFSAs, our MCTA, and our MDSA, with MSK;
- expenses incurred under agreements with CROs, as well as investigative sites and consultants that conduct our non-clinical studies and pre-clinical and clinical trials;
- expenses incurred under agreement with CMOs, including manufacturing scale-up expenses and the cost of acquiring and manufacturing pre-clinical and clinical trial materials, including manufacturing validation batches;
- upfront and milestone and other payments due under our third-party licensing agreements;
- employee-related expenses, which include salaries, benefits, travel and stock-based compensation;
- expenses relating to regulatory activities, including filing fees paid to regulatory agencies;
- outsourced professional scientific development services; and
- allocated expenses for utilities and other facility-related costs, including rent, insurance, supplies and maintenance expenses, and other operating costs.

The successful development of our product candidates is highly uncertain. At this time, we cannot reasonably estimate or know the nature, timing and costs of the efforts that will be necessary to complete the remainder of the development of, or when, if ever, material net cash inflows may commence from naxitamab and omburtamab or any future product candidates we may develop. This uncertainty is due to the numerous risks and uncertainties associated with the duration and cost of clinical trials, which vary significantly over the life of a project as a result of many factors, including:

- the number of clinical sites included in the trials;

- the availability and length of time required to enroll a sufficient number of suitable patients in our clinical trials;
- the actual probability of success for our product candidates, including the safety and efficacy, early clinical data, competition, manufacturing capability and commercial viability;
- significant and changing government regulation and regulatory guidance;
- the performance of our existing and any future collaborators;
- the number of doses patients receive;
- the duration of patient follow-up;
- the results of our clinical trials and pre-clinical studies;
- the establishment of commercial manufacturing capabilities;
- adequate ongoing availability of raw materials and drug substance for clinical development and any commercial sales;
- the receipt of marketing approvals, including a safety, tolerability and efficacy profile that is satisfactory to the FDA or any non-U.S. regulatory authority;
- the expense of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights; and
- the commercialization of approved products.

Our expenditures are subject to additional uncertainties, including the terms and timing of regulatory approvals. We may never succeed in achieving regulatory approval for naxitamab, omburtamab or any other product candidates we may develop.

A change in the outcome of any of these variables with respect to the development of a product candidate could mean a significant change in the costs and timing associated with the development of that product candidate. For example, if the FDA or another regulatory authority were to require us to conduct clinical trials beyond those that we anticipate will be required for the completion of clinical development of a product candidate, or if we experience significant delays in our clinical trials due to patient enrollment or other reasons, we would be required to expend significant additional financial resources and time on the completion of clinical development.

Research and development activities are central to our business model. Product candidates in later stages of clinical development, like naxitamab and omburtamab, generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. We expect our research and development expenses to increase significantly over the next several years as we increase personnel costs, including stock-based compensation, conduct clinical trials and potentially prepare regulatory filings for naxitamab and omburtamab.

#### ***General and Administrative Expenses***

General and administrative expenses consist primarily of employee related expenses, including salaries, bonus, benefits, and stock-based compensation expenses for personnel in executive, finance and administrative functions. Other significant costs include facility costs not otherwise included in research and development expenses, legal fees relating to corporate matters, and fees for patent, accounting, tax, and consulting services.

We anticipate that our general and administrative expenses will increase in the future to support continued research and development activities, potential commercialization of our product

candidates and increased costs associated with operating as a public company, including expenses related to services associated with maintaining compliance with exchange listing and the SEC requirements, regulatory expenses, director and officer insurance costs and investor and public relations costs. These increases will likely include increased costs related to the hiring of additional personnel and fees to outside consultants, lawyers and accountants, among other expenses. Additionally, if and when we believe a regulatory approval of a product candidate appears likely, we anticipate an increase in payroll and other employee-related expenses as a result of our preparation for commercial operations, especially as it relates to the sales and marketing of that product candidate.

### **Critical Accounting Policies and Significant Judgments and Estimates**

Our management's discussion and analysis of our financial condition and results of operations is based on our financial statements, which we have prepared in accordance with U.S. generally accepted accounting principles, or GAAP. We believe that several accounting policies are significant to understanding our historical and future performance. We refer to these policies as critical because these specific areas generally require us to make judgments and estimates about matters that are uncertain at the time we make the estimate, and different estimates—which also would have been reasonable—could have been used. On an ongoing basis, we evaluate our estimates and judgments, including those described in greater detail below. We base our estimates on historical experience and other market-specific or other relevant assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in more detail in the notes to our financial statements appearing elsewhere in this prospectus, we believe the following accounting policies to be most critical to the judgments and estimates used in the preparation of our financial statements.

#### ***Research and Development Expenses***

Research and development costs are charged to operations when incurred and are included in operating expenses. Research and development costs consist principally of compensation cost for our employees and consultants that perform our research activities, the fees paid to maintain our licenses, the payments to third parties for manufacturing and clinical research organizations and additional product development, and consumables and other materials used in research and development. We record accruals for estimated ongoing research costs. When evaluating the adequacy of the accrued liabilities, we analyze progress of the studies or clinical trials, including the phase or completion of events, invoices received and contracted costs. Actual results could differ from our estimates. We are obligated to make certain milestone and royalty payments in accordance with the contractual terms of the MSK License based upon the resolution of certain contingencies. Certain of these milestone payments are due and payable with the passage of time whether or not the milestones have actually been met. We record the milestone and royalty payment when the achievement of the milestone (including the passage of time) or payment of the milestone or royalty is probable and the amount of the payment is reasonably estimable.

#### ***Use of Estimates***

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period. Significant estimates and assumptions reflected in these financial statements include, but are not limited to, the accrual for research and development expenses, the accrual of milestone and royalty payments, the valuation of shares of common stock and stock options.

Estimates are periodically reviewed in light of changes in circumstances, facts and experience. Changes in estimates are recorded in the period in which they become known. Actual results could differ from those estimates.

### ***Income Taxes***

We account for income taxes under the asset and liability approach for the financial accounting and reporting of income taxes. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to net operating loss carry forwards and temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. These assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which the temporary differences are expected to reverse. A valuation allowance is established when management determines that it is more likely than not that some portion or all of the deferred tax assets will not be realized.

We prepare and file tax returns based on its interpretation of tax laws and regulations. In the normal course of business, our tax returns are subject to examination by various taxing authorities. Such examinations may result in future tax and interest assessments by these taxing authorities. In determining our tax provision for financial reporting purposes, we establish a reserve for uncertain tax positions unless such positions are determined to be more likely than not of being sustained upon examination based on their technical merits. We consider many factors when evaluating and estimating our tax positions and tax benefits, which may require periodic adjustments and which may not accurately anticipate actual outcomes. Accordingly, we will report a liability for unrecognized tax benefits resulting from any uncertain tax positions taken or expected to be taken on a tax return.

Our policy is to recognize, when applicable, interest and penalties on uncertain tax positions as part of income tax expense.

### ***Stock-Based Compensation***

We measure stock options granted to employees and directors based on the fair value on the date of the grant and recognize compensation expense of those awards, over the requisite service period, which is the vesting period of the respective award. Forfeitures are accounted for as they occur. We issue stock options to employees and directors with only service-based vesting conditions and record the expense for these awards using the straight-line method over the requisite service period.

For share-based awards granted to non-employees, compensation expense is recognized over the period during which services are rendered by such non-employees until completed. At the end of each financial reporting period prior to completion of the service, the fair value of these awards is remeasured using the then-current fair value of our shares of common stock and updated assumption inputs in the Black-Scholes option-pricing model.

The fair value of each stock option grant is estimated on the date of grant using the Black-Scholes option pricing model. Historically, we have been a private company and lack company-specific historical and implied volatility information for our shares. Therefore, we estimate our expected share price volatility based on the historical volatility of a group of publicly-traded peer companies and we expect to continue to do so until such time as we have adequate historical data regarding the volatility of our own traded share price. The expected term of our stock options has been determined utilizing the "simplified" method for awards as we have limited historical data to support the expected term assumption. The expected term of stock options granted to non-employees is equal to the contractual term of the option award. The risk-free interest rate is determined by reference to the U.S. Treasury yield curve in effect at the time of grant of the award for time periods approximately equal to the expected term of the award. The expected dividend yield is based on the fact that we have never paid

cash dividends on shares of our common stock and do not expect to pay any cash dividends in the foreseeable future.

### ***Determination of the Fair Value of Common Stock***

As there has been no public market for our common stock to date, the estimated fair value of our common stock has been determined by our board of directors as of the date of each award grant, with input from management, considering our most recently completed or ongoing private placement activities and most recently available third-party valuation of our common stock. Third-party valuations were performed in accordance with the guidance outlined in the American Institute of Certified Public Accountants' Accounting and Valuation Guide, Valuation of Privately-Held-Company Equity Securities issued as Compensation. This process resulted in estimated fair value of our common stock of \$0.20 per share as of June 6, 2015; \$4.38 per share as of May 20, 2016; \$4.38 per share as of October 21, 2016; \$4.38 per share as of August 22, 2016; \$8.50 per share as of December 14, 2016; \$9.35 per share as of September 13, 2017; \$9.35 per share as of December 5, 2017 and \$11.16 per share as of April 24, 2018. In addition to considering the results of such recently completed or ongoing private placements, our board of directors considered various objective and subjective factors to determine the fair value of our common stock as of each grant date including:

- the progress of our research and development programs, including the status of pre-clinical studies and clinical trials for our product candidates;
- our stage of development and commercialization and our business strategy;
- material risks related to our business;
- external market conditions affecting the biotechnology industry, and trends within the biotechnology industry;
- our financial position, including cash on hand, and our historical and forecasted performance and operating results;
- the lack of an active public market for our common stock;
- the likelihood of achieving a liquidity event, such as an initial public offering, or IPO, or a sale of our company in light of prevailing market conditions; and
- an analysis of IPOs and the market performance of similar companies in the biopharmaceutical industry.

The assumptions underlying these valuations represent management's best estimates, which involve inherent uncertainties and the application of management judgment. As a result, if factors or expected outcomes change and we use significantly different assumptions or estimates, our stock-based compensation expense could be materially different.

Following the completion of this offering, the fair value of our common stock will be determined based on the quoted market price of our common stock.

*Stock Options Granted*

The following table sets forth by grant date the number of shares of common stock subject to options granted in 2016 and 2017, the per share exercise price of the options, the fair value per share of common stock on each grant date, and the per share estimated fair value of the options:

<u>Grant Date</u>	<u>Type of Award</u>	<u>Number of Shares</u>	<u>Per Share Exercise Price</u>	<u>Estimated Fair Value Per Share on Grant Date</u>
May 20, 2016	Option	220,000	\$ 4.38	\$ 2.66
August 22, 2016	Option	20,000	\$ 4.38	\$ 2.58
October 21, 2016	Option	571,000	\$ 4.38	\$ 2.63
December 14, 2016	Option	48,000	\$ 8.50	\$ 5.26
September 13, 2017	Option	40,000	\$ 9.35	\$ 5.58
December 5, 2017	Option	20,000	\$ 9.35	\$ 5.62
April 24, 2018	Option	520,373	\$ 11.16	\$ 6.42 - \$8.09

***Fair Value of Stock Options***

The fair value of each stock option grant is estimated on the date of grant using the Black-Scholes option pricing model.

The assumptions that the Company used to determine the fair value of the stock options granted to employees and directors were as follows, presented on a weighted average basis:

	<u>Year Ended December 31, 2017</u>	<u>Year Ended December 31, 2016</u>	<u>Period Ended June 30, 2018 (unaudited)</u>
Risk-free interest rate	2.10%	1.77%	2.95%
Expected term (in years)	7.0	7.0	6.3
Expected volatility	58.9%	60.6%	58.2%
Expected dividend yield	0%	0%	0%

The assumptions that the Company used to determine the fair value of the stock options granted to non-employees were as follows, presented on a weighted average basis:

	<u>Period Ended June 30, 2018 (unaudited)</u>
Risk-free interest rate	3.00%
Expected term (in years)	10.0
Expected volatility	62.7%
Expected dividend yield	0%

- Risk-free interest rate: The risk-free interest rate assumption is based on the U.S. Treasury instruments whose terms were consistent with the expected option term of our stock options.
- Expected Dividend Yield: The expected dividend yield assumption is based on the fact that we have never paid cash dividends and have no present intention to pay cash dividends. Consequently, we used an expected dividend of zero.

- **Expected Volatility:** The expected stock price volatility is estimated by taking the average historic price volatility of industry peers and adjusting for differences in our life cycle and financing leverage. Our industry peers consist of several public companies in the biopharmaceutical industry.
- **Expected Term:** We determine the average expected life of stock options based on the simplified method in accordance with SEC Staff Accounting Bulletin Nos. 107 and 110, as our common stock to date has not been publicly traded. We expect to continue to use the simplified method until we have sufficient historical exercise data to provide a reasonable basis upon which to estimate expected term.

## Results of Operations

### Comparison of the Six Months Ended June 30, 2017 and 2018

The following table summarizes our results of operations for the six months ended June 30, 2017 and 2018:

	Six Months Ended June 30,		Change
	2017	2018	
	(in thousands)		
Operating expenses:			
Research and development	\$ 4,606	\$ 14,497	\$ 9,891
General and administrative	1,521	3,240	1,719
Total operating expenses	6,127	17,737	11,610
Loss from operations	(6,127)	(17,737)	(11,610)
Interest and other income (expense)	46	(51)	(97)
Net loss	<u>\$ (6,081)</u>	<u>\$ (17,788)</u>	<u>\$ (11,707)</u>

### Research and Development Expenses

We do not record our research and development expenses on a program-by-program or on a product-by-product basis as they primarily relate to personnel, research, manufacturing, license fees, non-cash expense in connection with equity issuances to strategic partner and consumable costs, which are simultaneously deployed across multiple projects under development. These costs are included in the table below.

	Six Months Ended June 30,	
	2017	2018
	(in thousands)	
Outsourced manufacturing	\$ 1,709	\$ 4,719
License Agreements (milestone and royalty obligations)	150	700
Clinical Trials	84	2,246
Outsourced research and supplies	1,824	4,014
Personnel costs	250	1,259
Professional and consulting fees	438	477
Stock based compensation	74	709
Other	77	373
	<u>\$ 4,606</u>	<u>\$ 14,497</u>

Research and development expenses increased by \$9.9 million from \$4.6 million for the six months ended June 30, 2017, to \$14.5 million for the six months ended June 30, 2018. This was primarily due to a \$4.4 million increase in clinical trial costs and outsourced research and supplies for our lead product candidates, naxitamab and omburtamab. In addition, outsourced manufacturing expenses increased by \$3.0 million for the six months ended June 30, 2018, due to our increased need for clinical trial supply. Employee-related costs including salary, benefits and non-cash stock-based compensation for personnel related to our research activities, increased by \$1.6 million for the six months ended June 30, 2018, due to our expanding work force. Fees paid under license agreements increased by \$0.6 million for the six months ended June 30, 2018.

#### **General and Administrative Expenses**

General and administrative expenses increased by \$1.7 million, from \$1.5 million for the six months ended June 30, 2017, to \$3.2 million for the six months ended June 30, 2018. The increase in general and administrative expenses was primarily attributable to a \$0.9 million increase in fees for auditors, legal advice and other consultancy services. In addition, employee related costs, including salary, benefits and non-cash stock-based compensation for personnel related to our business activities increased by \$0.3 million for the six months ended June 30, 2018. The increase in general and administrative expenses primarily relates to the infrastructure and administrative costs of becoming a public company.

#### **Interest and Other Income (Expense)**

Other Income for the six months ended June 30, 2017 were \$46,000 as compared to Other Expenses of \$(51,000) for the six months ended June 30, 2018. Our interest income has not been significant due to low investment balances and low interest earned on those balances.

#### **Comparison of the Years Ended December 31, 2016 and 2017**

The following table summarizes our results of operations for the years ended December 31, 2016 and 2017:

	Year Ended December 31,		Change
	2016	2017	
	(in thousands)		
Operating expenses:			
Research and development	\$ 13,855	\$ 14,307	\$ 452
General and administrative	3,184	4,937	1,753
Total operating expenses	17,039	19,244	2,205
Loss from operations	(17,039)	(19,244)	(2,205)
Interest and other income (expense)	(18)	83	101
Net loss	<u>\$ (17,057)</u>	<u>\$ (19,161)</u>	<u>\$ (2,104)</u>

#### **Research and Development Expenses**

We do not record our research and development expenses on a program-by-program or on a product-by-product basis as they primarily relate to personnel, research, manufacturing, license fees, non-cash expense in connection with equity issuances to strategic partner and consumable costs, which

are simultaneously deployed across multiple projects under development. These costs are included in the table below.

	Year Ended December 31,	
	2016	2017
	(in thousands)	
Outsourced manufacturing	\$ 6,007	\$ 5,931
License agreements (milestone and royalty obligations)	2,875	700
Non-cash expense in connection with equity issuance to strategic partner	2,280	—
Clinical Trials	—	634
Outsourced research and supplies	2,064	5,063
Personnel costs	321	892
Professional and consulting fees	310	884
Stock based compensation	93	167
Biotechnology tax credit	(200)	(167)
Other	105	203
	<u>\$ 13,855</u>	<u>\$ 14,307</u>

Research and development expenses increased by \$0.4 million, from \$13.9 million for the year ended December 31, 2016, to \$14.3 million for the year ended December 31, 2017. This was primarily due to a \$3.0 million increase in outsourced services and supplies, primarily obtained from MSK and CROs for our lead product candidates, naxitamab and omburtamab. Other clinical trial costs increased by \$0.6 million for the year ended December 31, 2017. Employee-related costs including salary, benefits and non-cash stock-based compensation for personnel related to our research activities, increased by \$0.7 million for the year ended December 31, 2017. Professional and consulting fees increased by \$0.6 million for the year ended December 31, 2017. These increases were partly offset by \$2.3 million of non-cash expense in connection with equity issuance to MSK in 2016 and a \$2.2 million decrease in milestone and royalty obligations expensed under the Company's license agreements.

#### **General and Administrative Expenses**

General and administrative expenses increased by \$1.7 million, from \$3.2 million for the year ended December 31, 2016, to \$4.9 million for the year ended December 31, 2017. The increase in general and administrative expenses was primarily attributable to a \$0.6 million increase in employee-related costs, including salary, benefits and non-cash stock-based compensation for personnel related to our business activities. In addition, fees for auditors, legal advice and other consultancy services increased by \$1.1 million for the year ended December 31, 2017.

#### **Interest and Other Income (Expense)**

Other Expenses for the year ended December 31, 2016 were \$(18,000) as compared to Other Income of \$83,000 for the year ended December 31, 2017. Our interest income has not been significant due to low investment balances and low interest earned on those balances.

#### **Liquidity and Capital Resources**

##### **Overview**

Since our inception we have incurred significant net operating losses and expect to continue to incur increasing net operating losses and significant expenses for the foreseeable future. Our net losses may fluctuate significantly from quarter to quarter and year to year. We do not currently have any approved products and have never generated any revenue from product sales. We have financed our

operations through June 30, 2018 primarily through gross proceeds of \$119.6 million from the sale of our common stock. As of June 30, 2018, we had cash and cash equivalents of \$70.2 million. We will need additional capital to continue funding our operations, which we may obtain from additional equity or debt financings, collaborations, licensing arrangements, or other sources.

### Cash Flows

The following table provides information regarding our cash flows for the years ended December 31, 2016 and December 31, 2017 and the six months ended June 30, 2017 and June 30, 2018:

	Year Ended December 31,		Six Months Ended June 30,	
	2016	2017	2017	2018
	(in thousands)			
Cash used in operating activities	\$ (11,166)	\$ (15,870)	\$ (6,882)	\$ (18,464)
Cash used in investing activities	—	—	—	(124)
Cash provided by financing activities	18,972	89,586	10,137	(1,768)
Net increase in cash and cash equivalents	<u>\$ 7,806</u>	<u>\$ 73,608</u>	<u>\$ 3,180</u>	<u>\$ (20,331)</u>

### Net Cash Used in Operating Activities

The use of cash in all periods resulted primarily from our net losses adjusted for non-cash charges and changes in components of working capital.

Net cash used in operating activities was \$11.2 million during the year ended December 31, 2016, as compared to \$15.9 million during the year ended December 31, 2017. The \$4.7 million increase in net cash used in operations was primarily due to an increase in our net loss of \$2.1 million for the year ended December 31, 2017. This increase was primarily due to an increase in our operating expenses in connection with the development of our lead product candidates, naxitamab and omburtamab, and the expansion of our other business activities. The net loss for the year ended December 31, 2016 included a \$2.3 million non-cash expense in connection with an equity issuance to MSK. Non-cash expenses also included stock-based compensation to employees, which increased by \$0.4 million. Adjustment of working capital reflects changes in other assets, accrued expenses, accounts payable, and other non-current liabilities of \$2.7 million for the year ended December 31, 2017, as compared to \$3.4 million the year ended December 31, 2016.

Net cash used in operating activities was \$6.9 million for the six months ended June 30, 2017, as compared to \$18.5 million for the six months ended June 30, 2018. The \$11.6 million increase in net cash used in operations was primarily due to an increase of \$11.7 million in our net loss for the six months ended June 30, 2018. This increase was primarily due to our operational expenses in connection with the development of our lead product candidates, naxitamab and omburtamab, and the expansion of our other business activities. Non-cash expenses also included stock-based compensation to employees, which increased by \$0.8 million. Adjustments to working capital reflect changes in other current assets, other assets, accrued liabilities, accounts payable and other non-current liabilities of \$1.1 million for the six months ended June 30, 2017, as compared to \$1.8 million for the six months ended June 30, 2018.

### Net Cash Used in Investing Activities

Net cash used in investing activities was \$0.1 million for the six months ended June 30, 2018, as compared to no investment activities for the six months ended June 30, 2017. The \$0.1 million increase in net cash used in investing activities was primarily caused by a \$0.1 million investment in furniture for our new office facilities.

## Net Cash Provided by Financing Activities

Net cash provided by financing activities was \$19.0 million during the year ended December 31, 2016, as compared to \$89.6 million during the year ended December 31, 2017. The increase in cash provided by financing activities was attributable to net proceeds of \$89.9 million related to the issuance of common stock from private placements in the year ended December 31, 2017.

Net cash provided by financing activities was \$10.1 million as net proceeds from a private placement of common stock during the six month period ended June 30, 2017, as compared to a cost of \$1.8 million for the six month period ended June 30, 2018. The cash used in financing activities in the six month period ended June 30, 2018, was attributable to payment of common stock offering costs and payment of offering costs in connection with this offering.

## Funding Requirements

We expect our expenses to increase in connection with our ongoing activities, particularly as we complete clinical development of our lead product candidates, naxitamab and omburtamab, and potentially initiate our planned BLA submissions for both product candidates. In addition, we plan to advance the development of other pipeline programs, initiate new research and pre-clinical development efforts and seek marketing approval for any additional product candidates that we successfully develop. If we obtain marketing approval for any of our product candidates, we expect to incur commercialization expenses, which may be significant, related to establishing sales, marketing, manufacturing capabilities, distribution and other commercial infrastructure to commercialize such products. Furthermore, upon the closing of this offering, we expect to incur additional costs associated with operating as a public company. Accordingly, we might need to obtain substantial additional funding in connection with our continuing operations. If we are unable to raise capital when needed or on attractive terms, we would be forced to delay, reduce or eliminate our research and development programs and/or future commercialization efforts.

We believe that the anticipated net proceeds from this offering, together with our existing cash and cash equivalents as of June 30, 2018, will enable us to fund our operating expenses and capital expenditure requirements through \_\_\_\_\_, \_\_\_\_\_.

We have based our projections of operating capital requirements on assumptions that may prove to be incorrect and we may use all of our available capital resources sooner than we expect. Because of the numerous risks and uncertainties associated with the development and commercialization of naxitamab and omburtamab, and the research, development and commercialization of other potential product candidates, we are unable to estimate the exact amount of our operating capital requirements. Our future capital requirements will depend on many factors, including:

- the scope, progress, timing, costs and results of clinical trials for developing our lead product candidates, naxitamab and omburtamab, and conducting pre-clinical studies and clinical trials for our other product candidates;
- research and pre-clinical development efforts for any future product candidates that we may develop;
- our ability to enter into and the terms and timing of any collaborations, licensing agreements or other arrangements;
- the achievement of milestones or occurrence of other developments that trigger payments under any collaboration or other agreements;
- the number of future product candidates that we pursue and their development requirements;

- the outcome, timing and costs of seeking regulatory approvals;
- the costs of commercialization activities for any of our product candidates that receive marketing approval to the extent such costs are not the responsibility of any future collaborators, including the costs and timing of establishing product sales, marketing, distribution and manufacturing capabilities;
- subject to receipt of marketing approval, revenue, if any, received from commercial sales of our current and future product candidates;
- proceeds received, if any, from monetization of any future PRVs;
- our headcount growth and associated costs as we expand our research and development and establish a commercial infrastructure;
- the costs of preparing, filing and prosecuting patent applications, maintaining and protecting our intellectual property rights and defending against intellectual property related claims; and
- the costs of operating as a public company.

Identifying potential product candidates and conducting pre-clinical studies and clinical trials is a time-consuming, expensive and uncertain process that takes many years to complete, and we may never generate the necessary data or results required to obtain marketing approval and achieve product sales. In addition, our product candidates, if approved, may not achieve commercial success. Accordingly, we will need to continue to rely on additional financing to achieve our business objectives. Adequate additional financing may not be available to us on acceptable terms, or at all.

Until such time, if ever, as we can generate substantial product revenues, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest in our company may be materially diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a common stockholder. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends.

If we raise funds through additional collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates or to grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

#### **Off-Balance Sheet Arrangements**

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined under the applicable regulations of the SEC.

#### **Contractual Obligations and Commitments**

There were no contractual obligations as of December 31, 2017 that require disclosure in the contractual obligations table.

We enter into contracts in the normal course of business with CROs, CMOs, clinical sites and other third parties for clinical trials, pre-clinical research studies and testing, professional consultants for expert advice and other vendors for clinical supply, manufacturing and other services. These

contracts are not considered contractual obligations, as they provide for termination upon prior notice, and, therefore, are cancelable contracts and do not include any minimum purchase commitments. Payments due upon cancellation consist only of payments for services provided or expenses incurred, including non-cancellable obligations of our service providers, up to the date of cancellation. These payments are not included in the table of contractual obligations and commitments above.

As further described below, under various licensing and related agreements with third parties, we have agreed to make milestone and royalty payments to third parties. We have not included the contingent payment of certain milestones in the table above, which timing cannot be determined because they are not date certain. In addition, we have other contingent payment obligations, such as such as royalties or other third party milestones, which are not included in the table above as the amount, timing and likelihood of such payments are not known.

We have entered into two license agreements and certain other agreements with MSK. The license agreements are further described below as the MSK License and the MSK CD33 License.

Under the MSK License and MSK CD33 License we are obligated to (i) make certain payments to MSK, which become due based upon the achievement of the related milestone activities or the passage of time in the event such milestone activities are not achieved, as well as certain sales-related milestones, (ii) pay mid to high single-digit royalties to MSK, on a product-by-product and country-by-country basis, of a mid-to-high single-digit royalties based on net sales of products licensed under the applicable agreement and (iii) pay to MSK a percentage of any sublicense fees received by us. Under the MSK License, we are also obligated to pay annual minimum royalties of \$80,000 over the royalty term, starting in 2020. Under the MSK CD33 License, we are obligated to pay annual minimum royalties of \$40,000 over the royalty term beginning in 2027, increasing to \$60,000 once a patent within the licensed rights is issued. These amounts are non-refundable but are creditable against royalty payments otherwise due under the respective agreements. Total expensed minimum royalty payments in 2016 under the MSK License were \$1,200,000, upon determination that the payment of such minimum royalties was probable and the amount was estimable in 2016. We are also obligated to pay MSK certain clinical, regulatory and sales-based milestone payments under the MSK License and MSK CD33 License. Certain of the clinical and regulatory milestone payments become due at the earlier of completion of the related milestone activity or the date indicated in the MSK License. Total clinical, regulatory and sales based milestones potentially due under the MSK License are \$2,450,000, \$9,000,000 and \$20,000,000, respectively. In addition, under the MSK CD33 License, we are obligated to make potential payments of \$550,000, \$500,000 and \$7,500,000 for clinical, regulatory and sales based milestones, respectively. We record milestones in the period in which the contingent liability is probable and the amount is reasonably estimable. Research and development is inherently uncertain and, should such research and development fail, the MSK License and MSK CD33 License are cancelable at our option. We have also considered the development risk and each party's termination rights under the two license agreements when considering whether any contingent payments, certain of which also contain time-based payment requirements, were probable. In addition, to the extent we enter into sublicense arrangements, we are obligated to pay to MSK a percentage of certain payments that we receive from sublicensees of the rights licensed to us by MSK, which percentage will be based upon the achievement of certain clinical milestones. To date, we have not entered into any sublicenses related to the MSK License or MSK CD33 License. Our failure to meet certain conditions under such arrangements could cause the related license to such licensed product to be canceled and could result in termination of the entire respective arrangement with MSK. In addition, we may terminate the MSK License or MSK CD33 License with prior written notice to MSK. Total milestones expensed in 2017 and 2016 under the MSK License were \$150,000 and \$1,675,000, respectively, all of which related to clinical milestones, which become due either based upon the passage of time or achievement of the related milestone activities. Total milestones expensed in 2017 under the MSK CD33 License was

\$550,000, all of which related to clinical milestones, which become due either based upon the passage of time or achievement of the related milestone activities.

On June 27, 2018, we entered into the Sublicense Agreement, or the MabVax Sublicense, with MabVax Therapeutics Holdings, Inc., or MabVax, pursuant to which MabVax granted us all of the exclusive rights granted to MabVax under its license agreement with MSK, or the MabVax-MSK License, for a bi-valent ganglioside based vaccine intended to treat NB, or the NB vaccine. MSK originally developed the NB vaccine and licensed to MabVax as part of a portfolio of anti-cancer vaccines. Under the terms of the MabVax Sublicense, we paid MabVax an upfront payment of \$700,000, and, if we decide to move forward with the development of the vaccine, we have agreed to make an additional payment of \$600,000 on the first anniversary of the MabVax Sublicense, provided that no notice of termination has been made by us before such date. We will also be responsible for any potential downstream payment obligations to MSK related to the NB vaccine that were specified in the MabVax-MSK license agreement. This includes the obligation to pay development milestones totaling \$1,400,000 and mid single-digit royalty payments to MSK. In addition, if we obtain FDA approval for the NB vaccine, then we are obligated to file with the FDA for a PRV. If the PRV is granted and subsequently sold, MabVax will receive a percentage of the proceeds from the sale thereof. The MabVax Sublicense will terminate upon the termination or expiration of the MabVax-MSK License.

### **Recent Accounting Pronouncements**

Refer to Note 3, "Summary of Significant Accounting Policies," in the accompanying notes to the consolidated financial statements for a discussion of recent accounting pronouncements.

### **Internal Controls and Procedures**

We will be required, pursuant to Section 404(a) of the Sarbanes-Oxley Act, or Section 404, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting for the year following our first annual report required to be filed with the SEC. This assessment will need to include disclosure of any material weaknesses identified by management over our internal control over financial reporting. However, our independent registered public accounting firm will not be required to report on the effectiveness of our internal control over financial reporting pursuant to Section 404(b) until the later of the year following our first annual report required to be filed with the SEC, or the date we are no longer an "emerging growth company" if we take advantage of the exemptions contained in the JOBS Act.

Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. Prior to this offering, we were a private company and we are currently planning a process for reviewing, documenting and testing our internal control over financial reporting. Certain material weaknesses have been identified in our internal control over financial reporting. See the section herein entitled "Risk Factors—It has been determined that we have material weaknesses in our internal control over financial reporting. If our remediation of these material weaknesses is not effective, or if we experience additional material weaknesses or otherwise fail to maintain an effective system of internal controls in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our common stock. In addition, because of our status as an emerging growth company, our independent registered public accounting firm is not required to provide an attestation report as to our internal control over financial reporting for the foreseeable future." If we fail to maintain an effective system of disclosure controls and internal control over financial reporting, our ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired. If we are unable to remediate these identified material weaknesses, or if we experience additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, we may

not be able to accurately or timely report our financial condition or results of operations, or comply with the accounting and reporting requirements applicable to public companies, which may adversely affect investor confidence in us and, as a result, the value of our common stock.

We have not performed an evaluation of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act, nor have we engaged an independent registered public accounting firm to perform an audit of our internal control over financial reporting as of any balance sheet date or for any period reported in our financial statements. Presently, we are not an accelerated filer, as such term is defined by Rule 12b-2 of the Exchange Act, and therefore, our management is not presently required to perform an annual assessment of the effectiveness of our internal control over financial reporting. This requirement will first apply to our second Annual Report on Form 10-K. Our independent public registered accounting firm will first be required to attest to the effectiveness of our internal control over financial reporting for our Annual Report on Form 10-K for the first year we are no longer an "emerging growth company."

We are in the very early stages of the costly and challenging process of compiling the system and processing documentation necessary to perform the evaluation needed to comply with Section 404. We may not be able to complete our evaluation, testing or any required remediation in a timely fashion. During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal controls are designed and operating effectively, which could result in a loss of investor confidence in the accuracy and completeness of our financial reports. This could cause the price of our common stock to decline, and we may be subject to investigation or sanctions by the SEC.

### **Emerging Growth Company Status; The JOBS Act**

The JOBS Act permits an "emerging growth company" such as us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies until those standards would otherwise apply to private companies. We have irrevocably elected to "opt out" of this provision and, as a result, we will comply with new or revised accounting standards when they are required to be adopted by public companies that are not emerging growth companies.

For so long as we are an emerging growth company we expect that:

- we will present in this prospectus only two years of audited financial statements, in addition to any required unaudited financial statements, with correspondingly reduced Management's Discussion and Analysis of Financial Condition and Results of Operations disclosure;
- we will avail ourselves of the exemption from the requirement to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding a supplement to the auditor's report providing additional information about the audit and the financial statements;
- we will avail ourselves of the exemption from the requirement to obtain an attestation and report from our auditors on the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act; and
- we will provide less extensive disclosure about our executive compensation arrangements.

We will remain an emerging growth company for up to five years, although we will cease to be an "emerging growth company" upon the earliest of: (i) the last day of the fiscal year following the fifth anniversary of this offering, (ii) the last day of the first fiscal year in which our annual gross revenues are \$1.07 billion or more, which amount is periodically updated, (iii) the date on which we have, during the previous rolling three-year period, issued more than \$1.0 billion in non-convertible

debt securities or (iv) the date on which we are deemed to be a "large accelerated filer" as defined in the Exchange Act.

## **Qualitative and Quantitative Disclosures About Market Risk**

### ***Interest Rate Risk***

We are exposed to market risk related to changes in interest rates. As of December 31, 2016 and December 31, 2017, we had cash and cash equivalents of \$16.9 million and \$90.5 million, respectively, maintained primarily with financial institutions in federally insured accounts and held in an unrestricted escrow account. We currently have, and may, from time to time in the future, cash in banks in excess of FDIC insurance limits. We have not experienced any losses to date resulting from this practice. We mitigate our risk by maintaining the majority of our cash and equivalents with high quality financial institutions. Our exposure to changes in the general level of U.S. interest rates is considered immaterial, particularly because our cash equivalents are primarily held in day-to-day bank accounts. Due to short-term nature of such balances, an immediate 100 basis point change in interest rates would not have any effect on the fair market value of cash balances.

### ***Foreign Currency Exchange Risk***

Our primary exposure to market risk is foreign exchange rate sensitivity to the Danish Kroner (DKK), the currency used in the Kingdom of Denmark, where our wholly owned subsidiary, Y-mAbs Therapeutics A/S, is located. As of December 31, 2016 and December 31, 2017, we had cash and cash equivalents denominated in DKK of \$0.6 million and \$0.6 million, respectively, and an immediate 5% change in DKK exchange rate would not have any material effect on the fair market value of cash balances with the subsidiary.

## BUSINESS

### Overview

We are a late-stage clinical biopharmaceutical company focused on the development and commercialization of novel, antibody-based therapeutic products for the treatment of cancer. We have a broad and advanced product pipeline, including two pivotal-stage product candidates—naxitamab and omburtamab—which target tumors that express GD2 and B7-H3, respectively. We are developing naxitamab for the treatment of pediatric patients with relapsed or refractory, or R/R, high-risk neuroblastoma, or NB, and radiolabeled omburtamab for the treatment of pediatric patients with central nervous system, or CNS, leptomeningeal metastases, or LM, from NB. NB is a rare and almost exclusively pediatric cancer that develops in the sympathetic nervous system and CNS/LM is a rare and usually fatal complication of NB in which the disease spreads to the membranes, or meninges, surrounding the brain and spinal cord in the CNS.

We expect to submit a Biologics License Application, or BLA, for each of our two lead product candidates in 2019, with a goal of receiving approval by the U.S. Food and Drug Administration, or FDA, in 2020. We plan to commercialize both of our lead product candidates in the United States as soon as possible after obtaining FDA approval, if such approval occurs. We have two additional omburtamab follow-on product candidates in pre-clinical development, omburtamab-DTPA and huB7-H3, a humanized version of omburtamab, each targeting indications with large adult patient populations. We are also advancing an early-stage, novel pipeline of bispecific antibodies, or BsAbs. We believe our BsAbs have the potential to result in improved tumor-binding, longer serum half-life and significantly greater T-cell mediated killing of tumor cells without the need for continuous infusion. Our mission is to become the world leader in developing better and safer antibody-based pediatric oncology products addressing clear unmet medical needs and, as such, have a transformational impact on the lives of patients. We intend to advance and expand our product pipeline into certain adult cancer indications either independently or in collaboration with potential partners.

Naxitamab is a recombinant humanized immunoglobulin G, or IgG1k, monoclonal antibody that targets ganglioside GD2, which is highly expressed in various neuroectoderm-derived tumors and sarcomas. Naxitamab is currently being studied in several clinical trials, including pivotal-stage development (Study 201) and a Phase 1/2 clinical trial (Study 12-230) for the treatment of pediatric R/R high-risk NB, a Phase 2 clinical trial (Study 16-1643) in front-line NB, a pilot study (Study 17-251) of chemoimmunotherapy for high-risk NB and a Phase 2 clinical trial (Study 15-096) for relapsed osteosarcoma. We believe that naxitamab has multiple potential advantages over other GD2-targeting antibody-based therapies. In particular, its modest toxicity allows for doses two-and-a-half times greater than existing GD2-targeting antibody-based therapies. Unlike currently approved GD2-targeting therapies for NB, which require 10 to 20 hours of infusion and hospitalization for several days, naxitamab is administered in approximately 30 minutes in an outpatient setting. We believe this significantly shorter administration time is an important advantage considering the overall pain associated with treatment.

In the dose escalation part of Study 12-230 for naxitamab, which together with Study 201 is expected to form the primary basis of our BLA submission, we achieved an overall response rate, or ORR, of 57% in 23 patients with pediatric R/R high-risk NB who at study entry had evaluable tumors and no evidence of progression of disease, or PD. Based on our discussions with the FDA, the profile of the non-PD R/R high-risk NB pediatric patients in Study 12-230 is representative of the intended patient population for naxitamab's target indication. The corresponding ORRs will form the primary objective of our pivotal study (Study 201). Additionally, based on our discussions with the FDA, we believe that naxitamab may qualify for accelerated approval if we can demonstrate a 30% ORR (which is significantly different from a 20% ORR at a 95% confidence interval, or CI) with a minimum 12-week duration of response. We have proposed to the FDA that, pending comparability between the

study population in Study 12-230 and Study 201, the data from the two studies may be pooled for analysis. Naxitamab has been administered to more than 200 patients to date, who will form the safety portion of our planned BLA submission. In May 2018, we reported topline results from the Phase 2 part of Study 12-230. This data continued to show response rates at the same levels as in the dose escalation part of the study with 13 of 15, or 87% of, primary refractory patients responding and 7 of 23, or 30% of, secondary refractory patients responding. We expect to submit the BLA for naxitamab for R/R high-risk NB in 2019. Currently, there are no FDA-approved therapies for primary refractory or second-line pediatric NB patients. Naxitamab has also received orphan drug designation, or ODD, and rare pediatric disease designation, or RPDD, from the FDA for the treatment of NB. In addition, on August 20, 2018, naxitamab received breakthrough therapy designation, or BT, in combination with GM-CSF, for the treatment of high-risk NB refractory to initial therapy or with incomplete response to salvage therapy in patients greater than 12 months of age with persistent, refractory disease limited to bone marrow with or without evidence of concurrent bone involvement. While our current clinical efforts for naxitamab are focused on rare pediatric cancers, we believe that we can potentially expand its application to the treatment of adults with cancers that express GD2. We estimate that there were more than 200,000 new adult patients diagnosed with GD2-positive cancers in the United States in 2017.

Omburtamab is a murine monoclonal antibody that targets B7-H3, an immune checkpoint molecule that is widely expressed in tumor cells of several cancer types. <sup>131</sup>I-omburtamab, which is omburtamab radiolabeled with Iodine-131, is currently being studied in several clinical trials including pivotal-stage development (Study 101) and a Phase 1 clinical trial (Study 03-133) for the treatment of pediatric patients who have CNS/LM from NB. As of August 2017, 93 patients with pediatric CNS/LM from NB had been treated with <sup>131</sup>I-omburtamab in Study 03-133. An analysis of these 93 patients demonstrated a median overall survival, or OS, of 47 months (including an estimated five-year OS of approximately 43%), as compared to historical median OS of approximately six months. We have proposed to the FDA that, pending comparability between study population in Study 03-133 and Study 101, data from both studies may be pooled for analysis for our planned BLA submission. <sup>131</sup>I-omburtamab has received ODD and RPDD from the FDA for the treatment of NB, and BT for the treatment of pediatric patients who have CNS/LM from NB. In 2019, we expect to submit the BLA for <sup>131</sup>I-omburtamab for CNS/LM from NB.

<sup>124</sup>I-omburtamab, which is omburtamab radiolabeled with Iodine-124, is currently being studied for the treatment of Diffuse Intrinsic Pontine Glioma, or DIPG. <sup>131</sup>I-omburtamab is currently being studied for the treatment of Desmoplastic Small Round Cell Tumors, or DSRCT. Both DIPG and DSRCT are rare, and often fatal, cancers. While our current clinical efforts are focused on rare pediatric cancers, we believe we can potentially expand omburtamab's application to the treatment of CNS/LM resulting from other adult and pediatric solid tumors expressing B7-H3 and the underlying solid systemic tumors. We estimate that, in the United States in 2017, there were more than 30,000 new patients diagnosed with cancer that has metastasized to the CNS/LM, of which the vast majority express B7-H3.

We have initiated Study 101 and Study 201 to form the primary basis for our planned BLAs, to establish comparability of study population and pharmacokinetics analysis with Study 03-133 and Study 12-230, respectively, and to satisfy the confirmatory study and post-marketing requirements by the FDA. If the results from Study 101 and Study 201 fail to demonstrate comparability to the satisfaction of the FDA and other comparable regulatory authorities, this may lead to a delay in, or otherwise adversely affect, such clinical trials, including the timing of submission of BLAs.

We have two additional B7-H3 targeting product candidates in pre-clinical development, omburtamab-DTPA (diethylenetriamine pentaacetate), a Lutetium-177 conjugated antibody, and huB7-H3, a humanized version of omburtamab, each targeting indications with pediatric and large adult patient populations where we believe there is a significant unmet medical need. We are also advancing

a pipeline of novel BsAbs through late pre-clinical development, including our huGD2-BsAb product candidate for the treatment of refractory GD2-positive adult and pediatric solid tumors and our huCD33-BsAb product candidate for the treatment of hematological cancers expressing CD33, a transmembrane receptor expressed on cells of myeloid lineage. In pre-clinical studies, huGD2-BsAb has demonstrated the potential for improved tumor-binding, longer serum half-life and significantly greater T-cell mediated killing compared to existing bispecific constructs.

We currently have three active INDs related to our product candidates. The table below sets forth the product candidate, date of the initial submission of the IND to the FDA, as well as the current sponsor, the subject matter and the current status of each such IND.

<u>Product Candidate</u>	<u>Date of Initial Submission</u>	<u>Current Sponsor</u>	<u>Subject Matter of IND</u>	<u>Current Status</u>
Naxitamab	June 14, 2011	MSK	Treatment of NB and other GD2 positive tumors	Clinical trials ongoing
Omburtamab ( <sup>131</sup> I- Omburtamab and <sup>124</sup> I- Omburtamab)	September 22, 2000	Y-mAbs (MSK original sponsor)	CNS/LM from NB, DSRCT, DIPG and other B7-H3 positive tumors	Clinical trials ongoing
Naxitamab	September 5, 2017	Y-mAbs	Pediatric NB	Clinical trials ongoing

In October 2017, the FDA issued a partial clinical hold on our IND for naxitamab. A partial clinical hold, as opposed to a full clinical hold, is a delay or suspension of only a specific part of the clinical work requested under the IND, which allows otherwise unaffected parts of the clinical work to proceed under the IND. The FDA stated that the proposed acceptance criterion for the ADCC-CD16, ADCC-CD32, and CDC assays were too wide to provide sufficient control over these attributes, which are critical for safety and efficacy. ADCC and CDC refer to antibody dependent cell-mediated cytotoxicity and complement-dependent cytotoxicity, respectively. We submitted a response to the FDA in March 2018, and met with the FDA on April 24, 2018. Subsequently, we submitted a complete response to the partial clinical hold to the FDA in May 2018 and the partial clinical hold was removed on June 7, 2018.

We have exclusive rights to MSK's rights in all of our current product candidates under our 2015 license agreement, or the MSK License, with Memorial Sloan Kettering Cancer Center, or MSK. The MSK License also provides us with non-exclusive access to technology that involves the creation of a novel human protein tag that can potentially dimerize, or link together, bispecific T-cell engagers, or BiTEs. We refer to this technology as the MULTI-TAG technology. We plan to create a broad platform of dimerized BiTEs using the MULTI-TAG technology and are currently collaborating with MSK on several MULTI-TAG product candidates. We believe that our strong relationship with MSK, one of the world's leading cancer treatment centers, and our access to certain of MSK's technologies and substantial research capabilities affords us several competitive advantages. In addition, we believe that our relationship with MSK may help us with respect to patient recruitment for clinical trials. Under a separate 2017 CD33 license agreement with MSK, or the MSK CD33 License, we have a worldwide, sub-licensable license to MSK's rights in certain patent rights and intellectual property rights related to certain know-how to develop, make, and commercialize licensed products and to perform services for all therapeutic and diagnostic uses in the field of cancer diagnostics and cancer treatments in connection with certain CD33 antibodies developed in the laboratory of a specific principal investigator at MSK and constructs thereof.

Our management team has substantial public company experience and extensive knowledge in the field of antibody oncology drug development, manufacturing and commercialization. Thomas Gad, our Founder, Chairman, President and Head of Business Development, co-founded Singad Pharma

ApS, a Danish pharmaceutical and distribution company, where, as part of senior management, he gained more than 12 years of experience in the pharmaceutical industry, including in business development, financing and licensing negotiations and manufacturing site qualification. In 2006, Mr. Gad's then two year old daughter was diagnosed with high-risk NB and was treated at MSK with the murine version of naxitamab. In 2009, she relapsed with CNS/LM from NB and again was treated at MSK, this time with <sup>131</sup>I-omburtamab. Since then, she has been disease free and is now 13 years old. Our Chief Executive Officer, Dr. Claus Juan Møller San Pedro, was the co-founder of Genmab A/S, one of the largest public biotechnology companies in Europe, where he served as Executive Vice President and Chief Operating Officer for approximately 10 years. Our Chief Financial Officer, Bo Kruse, served as Genmab's Chief Financial Officer and was directly involved in several of Genmab's financing rounds including Genmab's initial public offering. Our Senior Vice President and Chief Operating Officer, Joris Wiel Jan Wilms, has extensive industry experience in clinical development, primarily within oncology and hematology indications, and was responsible for overseeing several first-in-human studies and pivotal clinical trials, leading to the approval of two monoclonal antibody-based products while at his previous positions as Vice President—Clinical Trial Services and Pharmacovigilance at KLIFO A/S, and Associate Director of Clinical Development at Genmab. Our Senior Vice President of Technical Operations, Dr. Torben Lund-Hansen, has substantial experience in antibody process development and manufacturing. Dr. Lund-Hansen held similar positions at Genmab where he was responsible for sourcing clinical and commercial drug substance and product manufacturing. Our Chief Medical Officer, Dr. Steen Lisby, also comes from Genmab where he was Genmab's Chief Medical Officer until July 2017 when he joined our company. Dr. Lisby also has substantial experience in antibody drug development. In addition, since our inception in April 2015, we have raised approximately \$120 million from our founding investors and prominent biotechnology institutional investors, including HBM Healthcare Investments (Cayman) Ltd. and funds advised by or affiliated with Scopia Capital Management LP and Sofinnova Ventures, Inc., among others, and as of June 30, 2018, we had cash and cash equivalents of \$70.2 million.

**Our Pipeline**

The following table sets forth our product candidates and their current development stages, estimated development timelines and anticipated milestones.

Product Candidate	Target	Study	Indication/Treatment	Preclinical	Phase 1	Phase 2	Phase 3 / Registration	Next Anticipated Milestone(s)
Naxitamab	GD2	201	Relapsed/Refractory High-Risk Neuroblastoma (Pediatric)	Ongoing pivotal Phase 2 trial <sup>1</sup>				2019-BLA Submission
		12-230	Relapsed/Refractory High-Risk Neuroblastoma (Pediatric)	Ongoing Phase 2 trial				
		16-1643	(Front-Line) High-Risk Neuroblastoma (Pediatric)	Ongoing Phase 2 trial				
		15-096	Relapsed (Second-Line) Osteosarcoma <sup>2</sup>	Ongoing Phase 2 trial				
		17-251	Chemotherapy for Relapsed/Refractory High-Risk Neuroblastoma	Ongoing Phase 1 trial				
Omburtamab	B7-H3	101	CNS/Leptomeningeal Metastases from Neuroblastoma (Pediatric) ( <sup>125</sup> I) <sup>3</sup>	Ongoing pivotal Phase 2 trial <sup>4</sup>				2019-BLA Submission
		03-133	Intrathecal Immunotherapy for CNS/Leptomeningeal Metastases	Ongoing Phase 1 trial				
		11-011	Diffuse Intrinsic Pontine Glioma (Pediatric) ( <sup>125</sup> I) <sup>3</sup>	Ongoing Phase 1 trial				
		09-090	Desmoplastic Small Round Cell Tumor (Pediatric) ( <sup>125</sup> I) <sup>3</sup>	Ongoing Phase 1 trial				
Omburtamab-DTPA <sup>5</sup>	B7-H3		B7-H3 Positive CNS/Leptomeningeal Solid Tumors					
huB7-H3	B7-H3		Systemic Solid Tumors (Adult) (Third-Line)					
huGD2-BsAb	GD2xCD3		Refractory GD2-Positive Solid Tumors					
huCD33-BsAb	CD33xCD3		Hematological Cancers Expressing CD33					

1. Pivotal registration study designed to support a BLA submission to the FDA, comprised of Study 12-230 measuring pharmacokinetic, toxicity and efficacy and an additional pivotal Phase 2 study, Study 201, designed to prove comparability between study sites using a current good manufacturing practices, or cGMP, commercial manufacturer. Study 201 has also been designed to satisfy the confirmatory study and post-marketing requirements by the FDA.  
2. Initial study represents pediatric and young adult patients.  
3. Represents the radioactive isotope of iodine used to radiolabel omburtamab.  
4. Pivotal registration study designed to support a BLA submission to the FDA, comprised of Study 03-133 measuring pharmacokinetic, toxicity and efficacy and an additional pivotal Phase 2 study, Study 101, designed to prove comparability between study sites using a cGMP commercial manufacturer. Study 101 has also been designed to satisfy the confirmatory study and post-marketing requirements by the FDA.  
5. Omburtamab-DTPA is a DTPA-conjugated omburtamab labeled with Lutetium-177.

**Our Business Strategy**

Our mission is to become the world leader in developing better and safer antibody-based pediatric oncology products addressing clear unmet medical needs and, as such, have a transformational impact on the lives of patients. We intend to advance and expand our product pipeline into certain adult cancer indications either independently or in collaboration with potential partners.

Key elements of our strategy to achieve this goal are:

- **Rapidly and concurrently advance our lead product candidates to regulatory approval.** We are currently in pivotal stage development for both of our lead product candidates, naxitamab for the treatment of pediatric R/R high-risk NB and <sup>131</sup>I-omburtamab for the treatment of pediatric CNS/LM from NB. We are advancing both of our lead product candidates through an expedited regulatory pathway and we expect that they will be eligible for priority review. We expect to submit a BLA for each of our two lead product candidates in 2019, with a goal of receiving approval by the FDA in 2020. We plan to commercialize both of our lead product candidates in the United States as soon as possible after obtaining FDA approval, if such approval occurs.
- **Expand the indications and target patient populations for our existing product candidates.** Our goal is to maximize the potential of our existing product candidates in areas where there

is a significant unmet medical need by exploring additional indications, as well as expanding the target population within existing indications. For example, we are developing naxitamab for the treatment of front-line NB and relapsed osteosarcoma and we intend to discuss our BLA strategy in these indications with the FDA after completing the BLA submission for naxitamab in pediatric R/R high-risk NB. We are also currently developing radiolabeled omburtamab for the treatment of pediatric patients with DIPG and DSRCT, both currently in Phase 1/2 clinical trials. After completing the BLA submission for <sup>131</sup>I-omburtamab for pediatric CNS/LM from NB, we intend to discuss with the FDA the protocol for the continuation and expansion of the ongoing DIPG and DSRCT clinical trials. We believe that we may qualify for a supplemental BLA, or sBLA, in each of these indications assuming positive pivotal data.

- **Independently commercialize our product candidates in indications and territories where we believe we can maximize their value.** We plan to independently commercialize our late-stage product candidates focusing on already-identified key treatment centers such as MSK, as well as educating doctors, patients and payors about our product candidates and their indications to drive acceptance and uptake. We believe that we will need to engage a small number of physician specialists for training regarding the appropriate administration and use of our product candidates. The sales call points for our current product candidates in the United States and the European Union are highly concentrated and generally addressable by a relatively small commercial organization, which we believe will allow us the flexibility to cost-effectively build our own commercial capability. Finally, in indications and in territories that are better served by the resources of larger biopharmaceutical companies we intend to form commercial and development collaborations.
- **Advance our novel BsAb product candidates that we believe may offer potential substantial benefits over existing bispecific constructs.** We are also advancing a promising pipeline of BsAbs that we believe have the potential to overcome limitations associated with existing BsAb constructs. Our first BsAb product candidate, huGD2-BsAb, is a bivalent humanized anti-GD2 and anti-CD3 BsAb. We are also advancing our huCD33-BsAb product candidate for the treatment of hematological cancers expressing CD33 and expect to file an IND in 2019. Further, we plan to utilize our access to the MULTI-TAG technology platform to create a diverse platform of dimerized BiTEs and are currently working with MSK on developing several MULTI-TAG candidates.
- **Leverage our relationships with leading academic and clinical institutions to develop additional product candidates.** We intend to continue to partner with leading centers, such as MSK, for cancer treatment worldwide, to identify and develop additional product candidates. We believe that our relationship with MSK, our access to several of their technologies and MSK's significant expertise in pediatric cancer care provides us with significant competitive advantages. For example, our Investigator-Sponsored Master Clinical Trial Agreement, or the MCTA, with MSK provides us with ready access to patients for clinical trial enrollment, which is a significant advantage in rare disease drug development where patients are often hard to locate and recruit. Our Sponsored Research Agreement, or the SRA, with MSK, pursuant to which we agreed to provide research funding to MSK, grants us a first option to negotiate an exclusive license to MSK's rights in any new joint inventions discovered under the SRA. We plan to leverage our strong relationship with institutions such as MSK and their expertise and research capabilities to augment our own capabilities in order to identify new product candidates for the treatment of cancers where there is a significant unmet medical need and no effective therapy currently available.

## **Current Approaches to the Treatment of Cancer**

### ***Cancer Overview***

Cancer is a broad group of diseases in which cells divide and grow in an uncontrolled fashion, forming malignancies that can invade other parts of the body. Cancers can subsequently spread throughout the body by processes known as invasion and metastases. Cancer cells that arise in the lymphatic system and bone marrow, or BM, are referred to as hematological malignancies. Cancer cells that arise in other tissues or organs are referred to as solid tumors.

Cancer is a major public health problem in the United States and worldwide. The American Cancer Society, or ACS, estimated that approximately 40% of all men and women in the United States will be diagnosed with cancer during their lifetime (based on 2011-2013 data). According to the U.S. Centers for Disease Control, cancer is currently the second leading cause of death in the United States, and is expected to surpass heart disease as the leading cause of death in the next several years. Although progress has been made in the diagnosis and treatment of cancer, the ACS estimates that over 1.6 million new cancer cases will be diagnosed in the United States and over 600,000 people will have died from cancer in 2017. Thus, there remains a significant need for novel and improved treatment options for cancer patients.

Cancer treatment has traditionally included chemotherapy, radiation, hormone therapy, surgery or a combination of these approaches. While small molecule chemotherapy agents and cytotoxic agents have demonstrated efficacy in treating certain types of cancers, they can also cause toxicities that may lead to life-threatening consequences, lower quality of life or untimely termination of treatment. Furthermore, these treatments are only partially effective in solid tumors, in part because the maximal achievable doses are limited by systemic toxicity, which consequently hinders the prospects of long-term remission in patients. In the last 20 years, cancer research and treatment has shifted to more targeted therapies, such as monoclonal antibodies, and immuno-oncology, a new field of cancer therapy focused on enhancing antitumor immune responses.

Advances in understanding the immune system's role in treating cancer have established immunotherapy, or the practice of harnessing immune system functions to combat malignant cell growth, as an important treatment approach. Cancer immunotherapy began with treatments that nonspecifically activated the immune system and had limited efficacy and/or significant toxicity. In contrast, new immunotherapy treatments can activate specific, key immune cells, leading to improved targeting of cancer cells, efficacy, and safety.

Cancer therapies are sometimes characterized as front-line, second-line, or third-line, and the FDA often approves new therapies initially only for third-line use. When cancer is detected early enough, front-line therapy is sometimes adequate to effectively treat the cancer or prolong life. Whenever front-line therapy, usually chemotherapy, radiation therapy, surgery, or a combination of these, proves unsuccessful, second-line therapy may be administered. Second-line therapies often consist of more chemotherapy, surgery, antibody drugs, tumor-targeted therapies such as monoclonal antibodies and small molecule inhibitors, or a combination of these. Third-line therapies can include bone marrow transplantation, antibody and small molecule targeted therapies, more invasive forms of surgery, and new technologies.

### ***Immune System and Introduction to Antibodies***

The immune system is often described as having two main branches—innate (non-specific) and adaptive (acquired) immunity. It defends against invading pathogens such as viruses, parasites, and bacteria, and provides surveillance against cancers. The innate immune system is the initial response to an infection, and the response is the same every time regardless of prior exposure to the infectious

agent. The adaptive immune system includes B-cells, which secrete antibodies and T-cells, which can be either helper T-cells, suppressor T-cells or cytotoxic T-cells.

An antibody, also known as an IgG, is a large, Y-shaped protein produced mainly by plasma cells in response to foreign substances, such as viruses or cancer cells. Antibodies circulating in the bloodstream function by binding to the target or antigen they are generated to fight. The binding process involves a lock-and-key mechanism in which the paratope region of the antibody, analogous to a lock, binds to one particular epitope of a specific antigen, analogous to a key. This allows the antibody to bind to a specific antigen with precision, thereby attacking only its intended target.

Different types of antibodies include: (i) *Monoclonal Antibodies*—laboratory-made antibodies typically derived from immune cells of mammals that have been immunized with a desired antigen and are all clones of a unique parent; (ii) *Humanized/Chimeric Antibodies*—antibodies with both mouse and human antibody proteins that are humanized (i.e., engineered to replace mouse components with more human components) to reduce the immune system response against antibodies identified as foreign (i.e., from a different species) in nature; (iii) *Naked Monoclonal Antibodies*—antibodies without any drug or radioactive material attached and which are the most common type of antibodies in treating cancer; (iv) *Antibody Drug Conjugates, or ADCs*—monoclonal antibodies that are joined to a chemotherapy drug, a radioactive particle or cancer cell killing agent, in which the monoclonal antibody is used as a homing device to deliver these substances directly to the cancer cell; and (v) *Bispecific antibodies* comprised of two different monoclonal antibody constructs, which allows the antibody to bind to two specific therapeutic targets at the same time, typically one target on the tumor cell and one target on an immune system cell.

Antibodies may function through multiple mechanisms simultaneously, including binding to cancer cells and flagging for B-cells and T-cells to more easily detect the target, or delivering radiation treatment by acting as a vehicle to transfer small radioactive particles directly to the cancer cells and to minimize the effect of radiation on normal cells. Other mechanisms include triggering cell-membrane destruction, preventing cell growth or blood vessel growth, blocking immune system inhibitors, directly attacking cancer cells and delivering chemotherapy or binding cancer cells and immune cells simultaneously.

Studies have shown that, as a drug class, antibodies have transformed oncology treatment and include some of the best-selling therapies on the biopharmaceutical market. Drugs derived from antibodies were the fastest growing subsegment of the global biopharmaceutical market in 2016 with \$81.9 billion in sales, representing approximately 42% of total biopharmaceutical sales and 10% of the global market for prescription drugs.

## **Our Product Candidates**

We have a broad and advanced product pipeline including two late-stage and clinically validated product candidates, naxitamab and omburtamab, which target tumors that express GD2 and B7-H3, respectively. Naxitamab and omburtamab are currently in pivotal stage development for pediatric R/R high-risk NB and pediatric CNS/LM from NB, respectively, both rare and life-threatening pediatric cancers for which no FDA approved products currently exist. We expect to submit a BLA for each of our two lead product candidates in 2019, with a goal of receiving approval by the FDA in 2020. We plan to commercialize both of our lead product candidates in the United States as soon as possible after obtaining FDA approval, if such approval occurs. Naxitamab and omburtamab are also in mid-stage clinical development for additional cancers, and we have initiated clinical development for both product candidates in several other indications. Furthermore, we have two additional B7-H3 targeting product candidates in pre-clinical development, omburtamab-DTPA and huB7-H3, a humanized version of omburtamab, each targeting indications with large adult cancer patient populations where there is a significant unmet medical need. We are also advancing a pipeline of novel

BsAbs through late pre-clinical development, including our huGD2-BsAb product candidate for the treatment of refractory GD2-positive adult and pediatric solid tumors and our huCD33-BsAb product candidate for the treatment of hematological cancers expressing CD33, a transmembrane receptor expressed on cells of myeloid lineage. We have exclusive worldwide commercial rights to all of our current product candidates.

### ***Naxitamab Overview***

Naxitamab is a humanized monoclonal antibody being evaluated for the treatment of R/R NB and other GD2-positive tumors, including osteosarcoma. Naxitamab targets GD2, which, based on our research, is expressed on almost all of NB cancer cells regardless of disease stage and in almost all osteosarcomas. Naxitamab is currently in pivotal stage development for patients with pediatric R/R high-risk NB and was granted BTX in this indication in 2018. Naxitamab has also received ODD and RPDD from the FDA for the treatment of NB in 2013 and 2017, respectively. The RPDD qualifies us for receipt of a PRV upon approval of naxitamab for treatment of NB, if such approval occurs. Naxitamab has been administered to more than 200 patients in several clinical trials conducted at MSK since 2011. In the dose escalation part of Study 12-230, of the 23 patients with pediatric R/R high-risk NB, with evaluable tumors and who did not have PD at study entry, 13 patients, or 57%, achieved a clinical response. In May 2018, we reported topline results from the Phase 2 part of Study 12-230. This data continued to show response rates at the same levels as in the dose escalation part of the study with 13 of 15, or 87% of, primary refractory patients responding and 7 of 23, or 30% of, secondary refractory patients responding.

In pediatric R/R high-risk NB, we believe that naxitamab has multiple potential advantages over other GD2 targeting antibody-based therapies. In particular, the modest toxicity it exhibits allows for doses 2.5 times greater than the other GD2 targeting antibody-based therapies. Naxitamab also has a significantly shorter infusion time (approximately 30 minutes compared to 10 to 20 hours for other GD2 targeting antibody-based therapies being used in front-line therapy, which we believe is important given the pain associated with the therapy) and the ability to be administered in an outpatient setting (compared to hospitalization stays of four days or longer for other GD2 targeting antibody-based therapies).

Based on our discussions with the FDA, profile of the non-PD pediatric R/R high-risk NB patients in Study 12-230 is representative of the intended patient population for our target indication. The corresponding ORRs will form the primary objective of our pivotal study (Study 201). Additionally, based on our discussions with the FDA, we believe that a 30% ORR (which is significantly different from a 20% ORR at a 95% confidence interval, or CI) with a minimum 12-week duration of response may qualify naxitamab for accelerated approval. We have proposed to the FDA that, pending comparability between the study population in Study 12-230 and Study 201, the data from the two studies may be pooled for analysis for our planned BLA submission. In addition, naxitamab is currently being evaluated in a Phase 2 clinical study (Study 16-1643) in front-line NB, a pilot study (Study 17-251) of chemoimmunotherapy for high-risk NB and a Phase 2 clinical study (Study 15-096) in second-line relapsed osteosarcoma patients.

### ***GD2 Overview***

We believe that monoclonal antibodies such as naxitamab that target ganglioside GD2 are one of the most promising cancer immunotherapy approaches. Gangliosides, including GD2, GM2, GD3, NGcGM3 and OAcGD2, have been shown to be expressed at very high levels in tumor cells of several types of cancers.

As a potential target molecule for anti-tumor therapy, GD2 has certain advantages when compared to other tumor-associated gangliosides because it is highly expressed in tumor cells of several

types of cancers and is not expressed at all, or expressed at very low levels, in normal cells. The National Cancer Institute pilot program for the prioritization of the most important cancer antigens ranks GD2 as number 12 out of 75 potential targets for cancer therapy based on therapeutic function, immunogenicity, role of the antigen in oncogenicity, specificity, expression level and percent of antigen-positive cells, stem cell expression, number of patients with antigen-positive cancers, number of antigenic epitopes, and cellular location of antigen expression. GD2 ranks as number six when compared to antigens that are directly targetable on the cell surface. Antibodies directed against GD2 have been shown to effectively induce cell death through a combination of both apoptosis and tumor cell necrosis in GD2-positive tumors.

#### *GD2 Expression in Various Cancer Types*

Studies have shown that GD2 is highly expressed on neuroectoderm-derived tumors and sarcomas, including NB, retinoblastoma, melanoma, small cell lung cancer, brain tumors, osteosarcoma, rhabdomyosarcoma, Ewing's sarcoma in children and adolescents, as well as liposarcoma, fibrosarcoma, leiomyosarcoma and other soft-tissue sarcomas in adults. These cancers have a high mortality rate ranging from 20-80% depending on the tumor type.

We believe there is a large market opportunity for the treatment of solid tumors that express GD2. Based on our own research and our review of published research, we believe GD2 expression occurs in approximately 60-100% of tumor samples from various cancer types, and in substantially all NB and osteosarcoma tumor samples. We estimate that there were more than 200,000 new patients diagnosed with GD2-positive cancer in the United States in 2017. While our clinical development efforts for naxitamab are currently focused on rare pediatric cancers, we believe we have the potential to expand naxitamab's application beyond pediatric cancers to the treatment of adults with cancers that express GD2.

#### ***Naxitamab—Mechanism of Action***

Our pre-clinical studies have shown that naxitamab binds to GD2 molecules on tumor cells with high affinity and a slow off-rate, which indicates naxitamab's strong binding ability. In mice that have been transplanted with human NB tissue, naxitamab demonstrated dose-dependent inhibition of tumor growth (i.e., the effect of naxitamab varied with dosage) and generally increased survival. *In vitro* studies show that when naxitamab binds to tumor cells, it induces tumor cell death through antibody-dependent cell-mediated cytotoxicity and complement-dependent cytotoxicity. Naxitamab may also inhibit tumor cell migration through its inhibitory effect on GD2 molecules, which are involved in tumor cell adhesion and migration. *In vitro* studies also show that Granulocyte-Macrophage Colony Stimulating Factor, or GM-CSF, enhances the activity of naxitamab in a dose-dependent manner and is therefore generally combined with naxitamab in our clinical trials.

#### *Naxitamab for the Treatment of Pediatric Relapsed or Refractory High-Risk Neuroblastoma*

Naxitamab is currently in pivotal stage development (Study 201) for the treatment of pediatric R/R high-risk NB and was granted BTM in this indication in 2018. Naxitamab has also received ODD and RPDD from the FDA for the treatment of NB in 2013 and 2017, respectively. The RPDD qualifies us for receipt of a PRV upon approval of naxitamab for treatment of NB by the FDA, if such approval occurs. In the dose escalation part of Study 12-230, we achieved an ORR of 57% in patients with pediatric R/R high-risk NB who had evaluable tumors and who did not have PD at study entry. Patients with these characteristics are the intended patient population for our first potential indication for treatment with naxitamab. Based on our discussions with the FDA, we believe that a 30% ORR (which is significantly different from a 20% ORR at a 95% CI) with a minimum 12-week duration of response may qualify for consideration of an expedited approval of naxitamab. We have proposed to the FDA that, pending comparability between the study population in Study 12-230 and Study 201, the

data from the two studies may be pooled for analysis. There would also be a post-marketing commitment to provide data on progression free survival, or PFS, supporting the efficacy of the product. We believe naxitamab has multiple potential advantages over other GD2 targeting antibodies such as higher doses administered on an outpatient basis.

In our studies to date, naxitamab has demonstrated relatively modest toxicity, which allows for 2.5 times greater dosing as compared to other GD2 targeting antibody-based therapies. This results in fewer doses per cycle and a significantly shorter infusion time (approximately 30 minutes versus 10 to 20 hours for dinutuximab). Notably, since severe pain is one of the most common side effects of treatment with GD2 targeting antibody-based therapies, we believe that the ability to reduce infusion time to approximately 30 minutes is very important for patients and may result in a significant reduction in demand for pain medication such as morphine. These factors allow naxitamab to be administered in an outpatient setting whereas other GD2 targeting antibody-based therapies require hospitalization which usually lasts for four days or more. In addition, unlike other GD2 targeting antibody-based therapies, we have not observed any life-threatening side effects with naxitamab to date.

#### *Overview of Neuroblastoma*

NB is a rare and almost exclusively a pediatric cancer that develops in the sympathetic nervous system, a network of nerves that carries messages from the brain throughout the body. It is the third most common childhood cancer, after leukemia and brain tumors, and is the most common solid extracranial tumor in children. NB is a life-threatening disease associated with poor long-term survival. It accounts for approximately seven percent of all childhood cancers and approximately 15% of pediatric cancer deaths. Nearly 90% of patients with NB are diagnosed by age five and NB is very rare in people over the age of 10 years. The average age of children when they are diagnosed with NB is one to two years.

The stage of NB, which describes how far the cancer has spread, is based on results of physical exams, imaging tests, and biopsies. The International Neuroblastoma Staging System stages the disease from Stage 1 to Stage 4. Other factors that also affect prognosis of NB include age and amplification of MYCN oncogene.

NB patients can also be placed into different risk groups from low, intermediate to high based on the stage and other prognostic factors. High-risk NB is defined as MYCN amplified Stage 2, 3, 4S and 4 in patients of any age and MYCN non-amplified Stage 4 in patients over 18 months of age.

Naxitamab is initially being evaluated for the treatment of pediatric R/R high-risk NB. There are approximately 700 children diagnosed with high-risk NB in the United States each year. We believe the European market is at least one and a half times the size of the U.S. market and that there are approximately 1,050 patients diagnosed with high-risk NB in Europe each year. We believe the current addressable market for naxitamab consists of approximately 960 new front-line high-risk NB patients each year and 675 primary or second-line eligible R/R NB pediatric patients each year, representing approximately 40% of all pediatric patients diagnosed with NB in the United States and Europe, combined. Moreover, based on the protocol we have developed with MSK, between treatment and maintenance therapy, we believe that typically patients will receive five to 10 treatment cycles of naxitamab, each cycle consisting of 3 doses.

#### *Naxitamab for Pediatric Relapsed or Refractory High-Risk Neuroblastoma—Current Treatment Landscape and Associated Limitations*

Currently front-line treatment for pediatric NB patients usually occurs in three stages: induction, consolidation, and maintenance. During the induction phase, patients receive chemotherapy, radiotherapy and possibly surgery to eliminate as much tumor tissue and as many tumor cells as possible. Commonly used agents for induction treatment include cisplatin, etoposide, doxorubicin,

cyclophosphamide, and vincristine. Following surgery and/or radiotherapy, most patients enter into consolidation therapy with the goal of eliminating any residual tumor usually with single dose myeloablative agents (e.g. carboplatin-etoposide-melphalan) with stem cell support or an autologous stem cell transplant or repeated transplants with thiotepa-cyclophosphamide followed by cyclophosphamide, etoposide, and ranimustine. Many treatment centers also use immunotherapy as part of the consolidation stage of treatment.

Relapse is a frequent occurrence after consolidation. Although there are no approved therapies in the United States for R/R NB patients, treatments typically include chemotherapy, radiotherapy and other experimental therapies.

In 2015, the FDA and the European Medicines Agency, or the EMA, approved Unituxin (dinutuximab), a monoclonal GD2 targeting antibody developed by United Therapeutics Corporation, or United Therapeutics, and administered in combination with GM-CSF, interleukin-2, or IL-2, and isotretinoin, also known as 13-*cis*-retinoic acid, for the treatment of pediatric patients with high-risk NB who achieve at least a partial response, or PR, to prior front-line multiagent, multimodality therapy. The marketing authorization for Unituxin was voluntarily withdrawn by United Therapeutics in the European Union in 2017. Recently, the EMA approved Dinutuximab beta Apeiron (also known as dinutuximab beta, ch14.18/CHO, Isqette), a monoclonal GD2 targeting antibody, for the treatment of high-risk NB in patients aged 12 months and older, who have had some improvement with previous treatments or patients whose NB has not improved with other cancer treatments or has relapsed.

#### *Naxitamab for Pediatric Relapsed or Refractory High-Risk Neuroblastoma—Clinical Development Program*

An earlier murine version of naxitamab was studied in 17 clinical trials at MSK with a total of more than 800 patients over 25 years. Naxitamab has been studied in several clinical trials for the treatment of pediatric R/R NB and other diseases, of which Study 201, Study 12-230, Study 11-009, Study 15-096 and Study 16-1643 are currently ongoing. We expect to receive topline data from our ongoing pivotal trial (Study 201) in pediatric R/R high-risk NB and submit the BLA in 2019.

Based on our discussion with the FDA, ORR will form the primary objective for our pivotal Study 201. We have proposed to the FDA that, pending comparability analysis between study population in Study 12-230 and Study 201, the data from the two studies may be pooled to form the primary basis of our BLA. Based on our discussions with the FDA, we believe that a 30% ORR (which is significantly different from a 20% ORR at a 95% confidence interval) with a minimum 12 week duration of response may qualify for accelerated approval. Thirty-seven patients are expected to be included in Study 201. We expect that the safety portion of our planned BLA submission will be comprised of more than 200 patients treated with naxitamab across multiple indications.

#### *Study 12-230: Phase 1/2 Study of Combination Therapy of Antibody Naxitamab with Granulocyte-Macrophage Colony Stimulating Factor (GM-CSF) in Patients with Relapsed/Refractory High-Risk Neuroblastoma*

#### **Phase 1 Portion of Study 12-230**

##### *Primary Objective*

- To establish the maximum tolerated dosage, or MTD, of naxitamab when combined with GM-CSF.

##### *Secondary Objectives*

- To study the pharmacokinetics of naxitamab when combined with GM-CSF.

- To assess activity of naxitamab plus GM-CSF against NB.
- To quantitate pain during naxitamab and GM-CSF treatment.
- To study markers of granulocyte-mediated cytotoxicity and NK-mediated cytotoxicity, anti-naxitamab immunity, and anti-tumor immunity before and after treatment with naxitamab/GM-CSF.
- To quantitate the response of NB in BM by quantitative reverse-transcription-polymerase chain reaction, or RT-PCR.

Patient Population

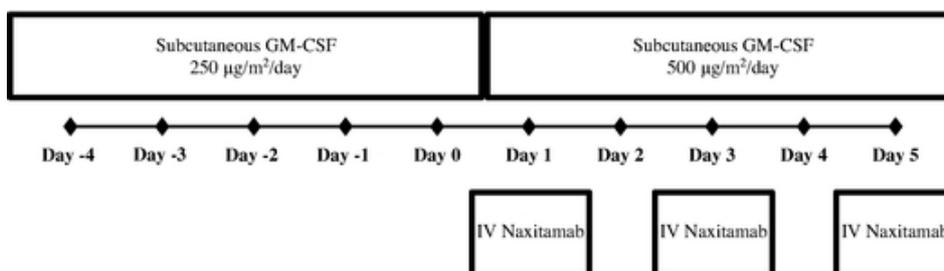
In addition to satisfying certain other criteria, patients must be over one year of age and must have been diagnosed with NB as defined by a) histopathology, or b) BM metastases or Meta-iodobenzylguanidine, or MIBG, avid lesion(s) plus high urine catecholamine levels.

Patients must have R/R high-risk NB (including MYCN-amplified Stage 2, 3, 4, or 4S of any age and MYCN-non amplified Stage 4 in patients over 18 months of age) resistant to standard therapy. Standard therapy for these types of patients includes intensive induction chemotherapy, followed by a variety of consolidation or salvage therapies, depending on response.

Patients will be mainly children and adolescents.

Treatment Protocol

The Phase 1 portion of Study 12-230 assessed dose escalation of intravenous, or IV, naxitamab (days one, three, five) in the presence of subcutaneous GM-CSF (days minus four through five). These three doses of naxitamab and 10 days of GM-CSF constituted a single treatment cycle. Patients were eligible for up to five cycles in the initial part of this treatment. The diagram below depicts the treatment schedule per cycle in Study 12-230:



Results of Phase 1 Portion of Study 12-230

A total of 57 patients were enrolled in the Phase 1 portion of Study 12-230 between December 2012 and May 2016. A summary of patient characteristics is provided in the table below.

**Study 12-230 patient characteristics (Phase 1)**

Measure	Value
Years from diagnosis	0.6 - 9.0 (median 3.1)
Age at study entry (years)	2.4 - 31.3 (median 6.8)
Prior anti-GD2 immunotherapy	47/57 (82%)
Autologous stem-cell transplantation	24/57 (42%)
<sup>131</sup> I-MIBG therapy	17/57 (30%)

All 57 patients were heavily treated prior to entering the study as indicated by the high number of patients previously receiving <sup>131</sup>I-MIBG (n=17) and anti-GD2 mAbs (n=47).

### Safety Results

MTD was not reached. The maximum dose used was 9.6 mg/kg per cycle. This dose was more than 2.5 times greater than the doses that can be given when using the earlier murine version of naxitamab or dinutuximab, and manageable acute side effects allowed treatment to occur in an outpatient setting. Dose limiting toxicities, or DLTs, occurred in four of 57 patients. These DLTs did not show any consistent pattern, ranging from elevated liver enzymes, anaphylactic reactions, acute renal failure, and hypertension. Thirty-three patients experienced a total of 150 SAEs, of which 27 SAEs were treatment-related, and none were fatal. Two patients experienced Grade 4 toxicity that necessitated withdrawal from the study. One patient developed an anaphylactic reaction at cycle 7. Another one patient developed Grade 4 angioedema immediately after completing the second cycle. All 57 patients experienced at least one Treatment Emergent Adverse Event, or TEAE, which is defined as "an event that emerges during treatment, having been absent pretreatment, or worsens relative to the pretreatment state" of any grade. Most frequent observed TEAEs were pain, hypotension, fever, pruritus, and urticaria. Most TEAEs were low-grade adverse events. The only TEAE occurring in greater than five percent of the patients was hypoxia. In addition to pain, neuropathic side effects included Adie's pupil in five of 57 (9%) subjects in the study, which has also been noted with other anti-GD2 antibodies.

### Pharmacokinetic Results

The protocol requires patients to be administered naxitamab at dose levels from 0.3 to 3.6 mg/kg per dose on days one, three, and five of a cycle (0.9 to 10.8 mg/kg per cycle).

### Human Anti-human Antibody (HAHA) Results

Of the 57 patients, 10 patients developed human anti-human antibody, or HAHA, response. Of the same 57 patients, 47 patients had previously been exposed to anti-GD2 based therapies, including the earlier murine version of naxitamab.

### Efficacy Results

Evidence of anti-NB activity was observed at all dose levels; however, a dose-response relationship was not possible due to intra-patient dose escalation after two cycles as permitted by the protocol.

After excluding two patients with early DLT, 55 of 57 patients were included in the overall analysis of efficacy. Of these 55 patients at study entry, 25 patients had no evidence of disease, or NED, and 30 patients had evaluable disease. Of the 30 patients with evaluable disease, seven patients had PD at study entry.

Of the remaining 23 non-PD patients with primary or secondary refractory disease, 13 patients achieved either a complete response (also known as complete remission), or CR, or a PR, which resulted in an ORR of 57% (13/23). Further, one patient had SD, another six patients had PD and two patients were only available for short term follow-up (long term data not available).

As shown in the table below, eight of 11 primary refractory patients achieved an ORR of approximately 73%, and five of 12 secondary refractory patients achieved an ORR of approximately 42%.

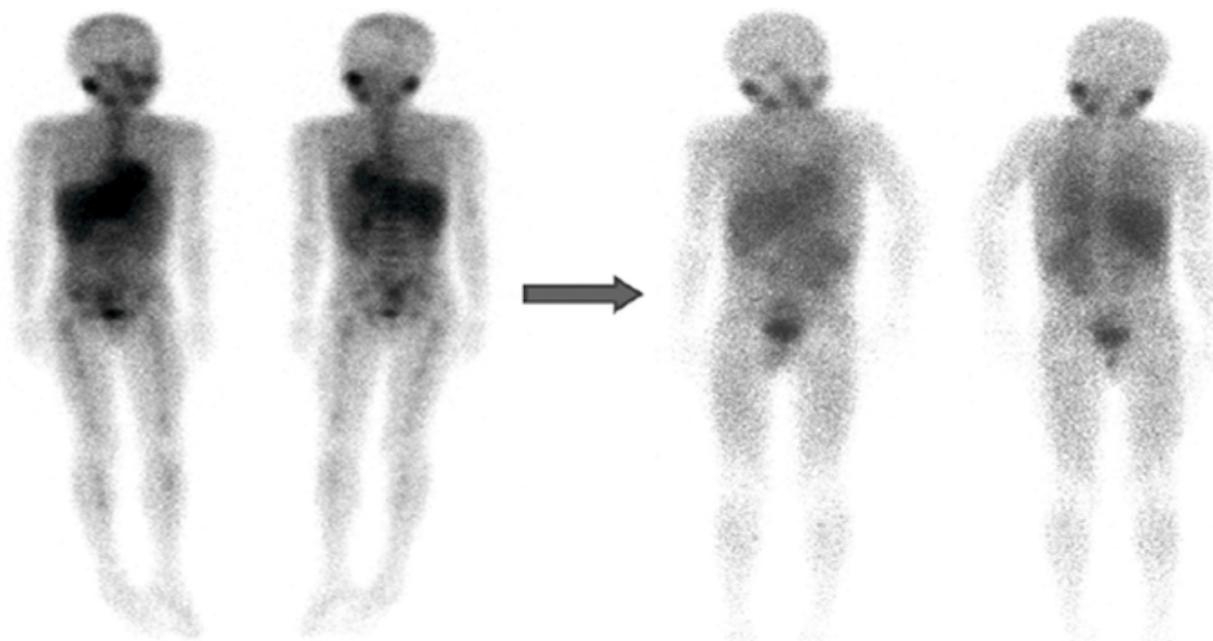
**Study 12-230 efficacy results among non-PD patients (Phase 1)**

Patient group	CR/PR	SD	PD	Short f/u
Primary refractory (n = 11)	8 (72.7%)	1 (9.1%)	1 (9.1%)	1 (9.1%)
Secondary refractory (n = 12)*	5 (41.7%)	0 (0%)	5 (41.7%)	1 (8.3%)
<b>All patients with non-progressive evaluable disease (n = 23)</b>	<b>13 (56.5%)</b>	<b>1 (4.3%)</b>	<b>6 (26.1%)</b>	<b>2 (8.7%)</b>

CR = complete response; PR = partial response; SD = stable disease; PD = progressive disease; Short f/u = Short-Term follow-up

\* One of the 12 patients developed anaphylaxis and was removed from the study at seven months.

The scan on the left below shows multiple  $^{123}\text{I}$ -MIBG hot spots (NB lesions) localized to the bone and BM. In the scan on the right below, taken after naxitamab and GM-CSF treatment, nearly all the metastatic lesions have disappeared. Although not every patient will experience similar results, we believe these scans are indicative of a patient that has responded favorably to naxitamab and GM-CSF treatment.



Among the 25 patients with NED, it was not possible to classify response by International Neuroblastoma Response Criteria, or INRC criteria, including with  $^{123}\text{I}$ -MIBG. These patients, who had one to five prior relapses and therefore had a poor prognosis, showed an encouraging two-year event-free survival, or EFS, of 24%.

**Treatment in Study 12-230 with naxitamab in patients previously exposed to other anti-GD2 antibodies (dinutuximab or earlier murine version of naxitamab)**

A large proportion of the patients (n=47) had previously been treated with anti-GD2 mAbs. We have also demonstrated that naxitamab has efficacy when used following front-line treatment with dinutuximab. A survival analysis was completed in all 16 patients with prior exposure to dinutuximab.

## Phase 2 Portion of Study 12-230

The Study 12-230 protocol was amended in May 2016 to include an expansion Phase 2 portion. In May 2018, topline results from the first 71 patients in this Phase 2 study were presented, which continued to show response rates at the same levels as in the dose escalation part of the study with 13 of 15, or 87% of, primary refractory patients responding and 7 of 23, or 30% of, secondary refractory patients responding.

The expansion Phase 2 single-arm portion of Study 12-230 was designed to assess the anti-NB activity of naxitamab and GM-CSF in patients who presented with lesions that could be objectively measured and/or monitored by  $^{123}\text{I}$ -MIBG scans and who were deemed to have measurable disease and be eligible for response classification by the INRC classification incorporating  $^{123}\text{I}$ -MIBG scans. These patients were classified as having evaluable disease and consisted of patients that were primary refractory patients or secondary refractory patients. Another group of patients included those with NED but with a high risk of relapse.

### Patient Population

In addition to satisfying certain other criteria, patients must be over one year of age and will be mainly children and adolescents.

#### *Primary Objectives*

- In Group 1: To assess the impact of naxitamab and GM-CSF on PFS in patients in greater than or equal to second CR/very good partial response, or VGPR, but at high-risk of another relapse.
- In Group 2: To assess the activity of naxitamab and GM-CSF in patients who have primary refractory disease in the bone and BM by measuring response and by calculating PFS.
- In Group 3: To assess the activity of naxitamab and GM-CSF in patients who have secondary refractory disease in the bone and BM by measuring response and by calculating PFS.

#### *Secondary Objectives*

- To apply real-time quantitative RT-PCR to test the hypothesis that the minimal residual disease, or MRD, findings in the bone and BM after the first two cycles of naxitamab and GM-CSF have significant prognostic impact on outcome.

### Safety Results

HAHA developed in 11 out of 71, or 15% of the, patients. Nine out of the 11 HAHA-positive patients were previously treated with anti-GD2 antibody.

Treatment was outpatient, without unexpected toxicities.

### Efficacy Results

Group 1 included 29 patients 0.9-to-17.8 (median 3.3) years post-diagnosis, 2.2-to-24.5 (median 6.3) years old, 25/29 prior-treated with  $^{31}\text{I}$  anti-G<sub>D2</sub> antibody, and status-post 1 (n=18) or  $^{32}$  (n=11) relapses; 12-month EFS was 74%.

Group 2 included 17 patients with 15 evaluable for response 5-to-19 (median 6.6) months post-diagnosis, 2.9-to-10.9 (median 5.1) years old, and 9/15 with Curie scores 7-to-23 plus marrow(+). Thirteen out of 15, or 87% of the, patients achieved CR/PR.

Group 3 included 25 patients 0.9-to-10.6 (median 3.5) years post-diagnosis, 2.6-to-23.6 (median 6.5) years old, 23/25 prior-treated with  $^{31}\text{I}$  anti-G<sub>D2</sub> antibody, and status-post 1 (n=15) or

2-to-6 (n=10) relapses; 12-month PFS was 55%, and seven out of 23, or 30% of the, patients evaluable for response achieved CR/PR.

*Study 201: A Phase 2 Trial of Antibody Naxitamab and Granulocyte-Macrophage Colony Stimulating Factor (GM-CSF) in High-Risk Neuroblastoma Patients with Primary or Secondary Refractory Osteomedullary Disease*

Study 201 is a single-arm multi-center pivotal study using current Good Manufacturing Practices, or cGMP, manufactured naxitamab, which commenced recruitment in the second quarter of 2018. We expect to enroll a total of 37 patients with recruitment ongoing in four sites.

Patient population

In addition to satisfying certain other criteria, patients must have high-risk NB with primary or secondary refractory osteomedullary disease. Primary refractory disease is defined as no prior relapse but incomplete response to treatment in BM as documented by histology and/or <sup>123</sup>I-MIBG scan. Secondary refractory disease is defined as prior relapse and incomplete response to salvage therapy in BM as documented by histology and/or <sup>123</sup>I-MIBG scan. Patients must be older than one year of age.

Treatment Protocol

Study 201 will follow the same treatment protocol as previously described for Study 12-230 above.

*Primary Objective*

- To evaluate the efficacy of IV naxitamab and GM-CSF.

*Secondary Objectives*

- To evaluate the safety of IV naxitamab and GM-CSF.
- To evaluate the duration of response from the start of naxitamab and GM-CSF. Duration of response is defined as the length of time from patient response to PD.
- To evaluate PFS of naxitamab and GM-CSF.
- To evaluate median OS at two years following naxitamab and GM-CSF.
- To evaluate the pharmacokinetics of naxitamab and investigate the formation of HAHAAs.

We have initiated Study 201 to form the primary basis for our planned BLA, to establish comparability of study population with Study 12-230 and to satisfy the confirmatory study and post-marketing requirements by the FDA. If the results from Study 201 fail to demonstrate comparability to the satisfaction of the FDA and other comparable regulatory authorities, this may lead to a delay in, or otherwise adversely affect, such clinical trials, including the timing of submission of the BLA.

In October 2017, the FDA issued a partial clinical hold on our IND for naxitamab. A partial clinical hold, as opposed to a full clinical hold, is a delay or suspension of only a specific part of the clinical work requested under the IND, which allows otherwise unaffected parts of the clinical work to proceed under the IND. The FDA stated that the proposed acceptance criterion for the ADCC-CD16, ADCC-CD32, and CDC assays were too wide to provide sufficient control over these attributes, which are critical for safety and efficacy. ADCC and CDC refer to antibody dependent cell-mediated cytotoxicity and complement-dependent cytotoxicity, respectively. We submitted a response to the FDA in March 2018, and met with the FDA on April 24, 2018. Subsequently, we submitted a complete

response to the partial clinical hold to the FDA in May 2018 and the partial clinical hold was removed on June 7, 2018.

*Study 16-1643: Naxitamab/GM-CSF Immunotherapy Plus Isotretinoin for Consolidation of First Remission of Patients with High-Risk Neuroblastoma: A Phase 2 Study*

Study 16-1643 is a Phase 2 single-arm clinical trial where patients with high-risk NB in first CR/VGPR undergo consolidation with naxitamab and GM-CSF for five cycles and isotretinoin for six cycles. The primary objective of the study is to determine relapse-free survival following treatment with naxitamab combined with GM-CSF and isotretinoin. As of October 2017, 12 patients had been enrolled in the study.

Patient population

In addition to satisfying certain other criteria, patients must have diagnosis of NB as defined by a) histopathology, or b) BM metastases or MIBG-avid lesion(s) plus high urine catecholamine levels. Patients must have high-risk NB (MYCN-amplified Stage 2, 3, 4, and 4S of any age and MYCN-nonamplified Stage 4 in patients above 18 months of age). Patients must be in first CR/VGPR.

Patients will mainly be children and adolescents.

Treatment protocol

The dosing and regimen for naxitamab and GM-CSF is similar to the protocol in Study 12-230. Naxitamab and GM-CSF is given for five cycles and isotretinoin for six cycles. In addition to naxitamab and GM-CSF, isotretinoin, which has been shown to decrease the risk of relapse in patients treated in CR, is administered at 160mg/m<sup>2</sup>/d, divided into two doses, for 14 days. This treatment can be repeated after a minimum rest period of 14 days, for a total of six cycles starting after two cycles of naxitamab and GM-CSF unless HAHA develops and precludes timely administration of cycle 2 of naxitamab and GM-CSF. The interval between end of a treatment cycle of naxitamab and GM-CSF and start of next treatment cycle is two to four weeks through cycle 4, then the interval is up to six to eight weeks until cycle 5.

*Primary Objective*

- To determine two years relapse-free survival.

*Secondary Objective*

- To determine MRD by using BM specimens.

Safety Results

One patient was reported with an unexpected neuropathic event. The patient suffered from short-term lower limb paralysis that resolved upon hospitalization treatment. The investigator described the event as myelitis.

*Study 11-009: Phase 1 Study of Naxitamab Monoclonal Antibody in Patients with High-Risk Neuroblastoma and GD2-Positive Tumors*

Study 11-009 is a Phase 1 clinical dose escalation study with IV naxitamab given as monotherapy in patients with high-risk NB or other GD2-positive tumors. We intend to use the safety data from this study, when available, to support our planned BLA submission for naxitamab in pediatric R/R high-risk NB. As of October 2017, 68 patients had been enrolled in the study, and we expect to enroll a total of 74 patients. The primary objective of the study is to establish the MTD of naxitamab. The secondary objectives are to study the pharmacokinetics, to assess activity of naxitamab

against NB and other GD2-positive tumors, and to quantitate pain during naxitamab treatment. As of October 2017, a MTD had not been reached in the study. Two patients experienced reversible DLT of elevated liver transaminases.

*Study 17-251: Pilot Study of Naxitamab, Irinotecan/Temozolomide and Sargramostim (HITS) Chemoimmunotherapy for High-Risk Neuroblastoma*

Study 17-251 is a single arm pilot study in high-risk R/R NB patients with soft tissue disease. Patients will be treated with naxitamab in combination with irinotecan, temozolomide and sargramostim, or HITS. As of May 2018, 13 patients have been enrolled in the study. The regimen will be considered acceptable if there are no toxicities requiring discontinuation of therapy in at least nine out of 10 patients during the first two cycles. If the regimen is found to be acceptable, then we plan to initiate a Phase 2/3 study.

Patient population

In addition to satisfying certain other criteria, the patients must have a diagnosis of NB as defined by international criteria, including histopathology or bone marrow metastases plus high urine catecholamine levels.

High-risk NB is defined as any of the following:

- Stage 4 with MYCN amplification (any age)
- Stage 4 without MYCN amplification (greater than one and a half years of age)
- Stage 3 with MYCN amplification (unresectable; any age)
- Stage 4S with MYCN amplification (any age)

Patients must have a history of tumor progression or relapse or failure to achieve CR following standard therapy. Patients must also have evaluable disease documented after completion of prior systemic therapy.

Treatment protocol

Each cycle consists of four doses of naxitamab, five doses each of irinotecan and temozolomide and five doses of sargramostim. Irinotecan 50mg/m<sup>2</sup>/day IV will be administered from day one through five concurrently with temozolomide 150mg/m<sup>2</sup>/day orally. Naxitamab 2.25mg/kg IV will be administered on days two, four, eight and 10. Sargramostim 250mg/m<sup>2</sup>/day subcutaneous will be administered from day six through 10. If patients do not experience significant toxicity they will commence a second cycle four to six weeks after the first cycle. If there is no progressive disease and patients do not experience significant toxicity they may receive combination therapy up to two years

*Primary Objective*

- To evaluate the safety of HITS in patients with NB

*Secondary Objective*

- To evaluate tumor responses to HITS in patients with NB

Safety results

Currently, no published safety data is available for this study.

## **Naxitamab for the Treatment of Relapsed Osteosarcoma**

Naxitamab is currently being evaluated in an ongoing Phase 2 clinical study (Study 15-096) for the treatment of patients with relapsed osteosarcoma that have been rendered surgically free of evident disease. As of October 2017, 14 patients had been enrolled and we expect to enroll a total of 39 patients. The trial is designed to distinguish between 12-month EFS of 30% versus 50%.

### *Overview of Osteosarcoma*

Osteosarcoma is the most commonly diagnosed primary malignancy of bone, particularly among children and adolescents. It is relatively rare and represents less than one percent of all cancers diagnosed in the United States. According to the ACS, most osteosarcomas occur in children and adolescents between the ages of 10 and 30. In young patients, it most often arises in the metaphyses of long bones, such as the distal femur, proximal tibia, and proximal humerus.

Each year, approximately 1,000 new patients are diagnosed with osteosarcoma in the United States. Assuming similar prevalence as in the United States, we estimate approximately 1,500 patients diagnosed with osteosarcoma per year in Europe. If approved, we would expect to treat approximately 300 patients per year in the United States and Europe, combined.

### *Naxitamab for Relapsed Osteosarcoma—Current Treatment Landscape and Associated Limitations*

Current treatment options for front-line and relapsed osteosarcoma consist of surgery, chemotherapy, radiotherapy, or a combination of the three. Multimodality treatment is increasingly recognized as an important approach for increasing a patient's chance of prolonged survival. Approximately 50% to 70% of patients treated with aggressive surgical resection and systemic therapy (combination methotrexate, doxorubicin, and cisplatin chemotherapy) achieve long-term EFS if they have localized disease at diagnosis. However, as discussed below, the prognosis for patients with metastatic disease at diagnosis or those with relapsed disease is very poor. Over the past three decades, several attempts at improving the prognosis for these patients have achieved little success. Strategies that incorporated dose-intensification of existing agents or addition of other conventional chemotherapeutic agents as well as biological agents, have not achieved long-term benefit in patients with relapsed osteosarcoma. We believe that at present, there are no novel compounds that have demonstrated activity in relapsed osteosarcoma and few therapeutic options exist for patients with relapsed disease.

The poor prognosis in relapsed osteosarcoma has been confirmed in several reports. A study from the Cooperative Osteosarcoma Study Group reported that while only one of 205 patients with recurrence survived past five years without surgical resection, the five-year OS and EFS rates were 32% and 18% for second recurrence, 26% and 0% for third recurrence, 28% and 13% for fourth recurrence, and 53% and 0% for fifth recurrence, respectively, in which a renewed surgical remission was achieved.

### *Naxitamab for Relapsed Osteosarcoma—Clinical Development Program*

Currently, naxitamab is being evaluated in an ongoing Phase 2 clinical trial (Study 15-096) for the treatment of relapsed osteosarcoma. This Phase 2 clinical trial is designed to assess the efficacy of naxitamab when combined with GM-CSF in patients with relapsed osteosarcoma who have been rendered surgically free of evident disease. The study commenced in July 2015, and as of October 2017, 14 patients had been enrolled. We expect to recruit a total of 39 patients. This trial is designed to distinguish between a 12-month EFS of 30% versus 50%.

*Study 15-096: A Phase 2 Study of Monoclonal Antibody Naxitamab with Granulocyte-Macrophage Colony Stimulating Factor (GM-CSF) in the Treatment of Recurrent Osteosarcoma*

Study 15-096 is a Phase 2 clinical trial to assess the efficacy of the humanized anti-GD2 antibody, naxitamab, when combined with GM-CSF, in patients with recurrent osteosarcoma who have been rendered surgically free of evident disease.

Patient Population

In addition to satisfying certain other criteria, patients must be older than one year and up to 40 years of age. To enroll, patients must have a diagnosis of relapsed osteosarcoma. Patients must also be in or beyond their second CR.

Treatment Protocol

Each cycle of therapy is 10 days. The treatment protocol defined one cycle of treatment with IV naxitamab at a dose of 2.4 mg/kg/dose for three days (days one, three, and five) in the presence of subcutaneous GM-CSF (administered on day minus four before dose one of naxitamab). These three doses of naxitamab with GM-CSF administered subcutaneously before dose one of naxitamab constitute a treatment cycle. Cycles can be repeated at two to four week intervals between first days of naxitamab, through five cycles. A maximum of five cycles were administered on protocol. No simultaneous anti-cancer therapy was permitted while on study.

The primary objective of the study is to evaluate EFS at 12 months and secondary objectives are to evaluate time to recurrence, OS and toxicity associated with naxitamab and GM-CSF.

**Omburtamab Overview**

Omburtamab is a novel murine monoclonal antibody currently designed for compartmental immunotherapy, for example in the CNS. Omburtamab targets B7-H3, an immune checkpoint molecule that is widely expressed in tumor cells of several types of cancers. We have radiolabeled omburtamab with either Iodine-131 (<sup>131</sup>I-omburtamab) or Iodine-124 (<sup>124</sup>I-omburtamab). <sup>131</sup>I-omburtamab is currently in pivotal stage development for the treatment of pediatric CNS/LM from NB, and was granted BTM in this indication in 2017. In 2016, <sup>131</sup>I-omburtamab was granted ODD and RPDD, in each case, for the treatment of NB. The RPDD qualifies us for receipt of a PRV upon approval of omburtamab for treatment of NB, if such approval occurs. An analysis of 93 treated patients treated through August 2017 demonstrated median OS of 47 months (including a five-year median OS of approximately 43%), as compared to historical median OS of approximately six months. We expect to submit the BLA for <sup>131</sup>I-omburtamab for treatment of patients with R/R NB who have CNS/LM from NB in 2019. In addition, radiolabeled omburtamab is in Phase 1/2 clinical development for two additional rare pediatric cancers, DSRCT and DIPG. The most recent set of DSRCT data was presented in April 2018. We believe that we are well positioned to submit sBLAs in each of these two indications, assuming positive results in these Phase 1/2 clinical trials after approval of our BLA for <sup>131</sup>I-omburtamab for CNS/LM. Further, we believe that omburtamab has the potential to address several other tumors in children and adults that express B7-H3 such as prostate, ovarian, breast, colon, renal, non-small cell lung, pancreatic, head and neck cancers, as well as melanoma, glioblastoma, and NB and other small round blue cell tumors of childhood.

**B7-H3 Overview**

B7-H3 is a member of the B7 family of immune-regulatory ligands. The family includes B7-1, B7-2, PD-L1, PD-L2, B7-H3, B7-H4, B7-H6 and their ligands on T-cells PD-1, CD28, CTLA-4 and ICOS. B7-H3 is highly expressed on many solid cancers and displays high tumor-versus-normal tissue binding differential. In mice, studies have shown that members of the B7 family have the capability to regulate the immune system through both stimulatory and inhibitory signals. Inhibition of certain

members of the B7 family has been shown to have significant anti-tumor effects in several solid tumor types. As such, we believe that B7-H3 is a promising target for designing targeted therapeutics with a range of modalities.

#### *B7-H3 Expression in Various Cancer Types*

Studies have shown that B7-H3 is highly expressed on a variety of solid cancer tumors, including prostate, ovarian, breast, colon, renal, non-small cell lung, pancreatic, head and neck cancers, as well as melanoma, glioblastoma, and NB and other small round blue cell tumors of childhood. In addition, a high degree of B7-H3 expression on solid tumors has been correlated with greater disease severity, poor outcomes and worse median OS in a number of these cancer types.

We believe there is a large market opportunity for the treatment of solid tumors that express B7-H3, with hundreds of thousands of new cases estimated in the United States in 2017. Based on our review of published research, we believe that B7-H3 expression occurs in a range of 70% to 100% of tumor samples for various cancer types, which makes B7-H3 a promising immunotherapy target. Our literature review also revealed that B7-H3 expression on the systemic tumor is replicated in the metastasized tumor. While our clinical development efforts for omburtamab are currently focused on rare pediatric cancers, we believe we have the potential to expand omburtamab's application to both the treatment of CNS/LM from solid tumors that express B7-H3 and the underlying solid systemic tumor. As part of Study 03-133, we have also treated a small number of adult patients with solid tumors that have metastasized to the CNS/LM compartment with <sup>131</sup>I-omburtamab and preliminary indications potentially suggest promising results.

#### **<sup>131</sup>I-omburtamab and <sup>124</sup>I-omburtamab—Mechanism of Action**

<sup>131</sup>I-omburtamab and <sup>124</sup>I-omburtamab are monoclonal antibodies that are radiolabeled with either Iodine-131 or Iodine-124, respectively, and both target B7-H3. Upon administration, radiolabeled omburtamab binds selectively to B7-H3 ligand that is expressed on the tumor cell surface. Both Iodine-131 and Iodine-124 emit beta radiation, resulting in deoxyribonucleic acid, or DNA, damage and tumor cell death. Beta radiation from both iodine isotopes penetrates 1-3 mm, affecting not only the antibody bound cell but also the neighboring tumor cells. Iodine-131 has a half-life of eight days while Iodine-124 has a half-life of four days. In contrast to Iodine-131, which emits electrons, Iodine-124 is a positron-emitting iodine isotope, enabling measurement of iodine uptake using positron emission tomography, or PET scans. This is important when using radiotherapy in a critical organ such as pons, where overdosing may have serious consequences. Radiolabeling of omburtamab with either Iodine-124 or Iodine-131 takes place at qualified radiopharmacies according to a well-established procedure.

#### **<sup>131</sup>I-Omburtamab for the Treatment of Pediatric Central Nervous System/Leptomeningeal Metastases from Neuroblastoma**

<sup>131</sup>I-omburtamab is currently in pivotal stage development for the treatment of pediatric CNS/LM from NB, and was granted BTDD in this indication in 2017. In 2016, <sup>131</sup>I-omburtamab was granted ODD and RPDD, in each case, for the treatment of NB. The RPDD qualifies us for receipt of a PRV upon approval of omburtamab for treatment of NB, if such approval occurs. At our meeting with the FDA in June 2017, we proposed to the FDA that data from Study 03-133 may be pooled with data from Study 101 and utilized for our planned BLA submission. As of August 2017, 93 patients with pediatric CNS/LM from NB had been treated with <sup>131</sup>I-omburtamab in Study 03-133. An analysis of these 93 patients demonstrated a median OS of 47 months (including an estimated five-year OS of approximately 43%), as compared to historical median OS of approximately six months. <sup>131</sup>I-omburtamab can be administered as a push injection in an outpatient setting. We expect to submit a BLA for each of our two lead product candidates in 2019, with a goal of receiving approval by the FDA in 2020. We plan to commercialize both of our lead product candidates in the United States as soon as possible after obtaining FDA approval, if such approval occurs.

## Overview of Central Nervous System/Leptomeningeal Metastases from Neuroblastoma

CNS/LM is a rare and usually fatal complication of NB in which the disease spreads to the membranes, or meninges, surrounding the brain and spinal cord in the CNS. In CNS/LM from NB, the CNS has emerged as a sanctuary site for NB tumor cells leading to relapse with an incidence of CNS/LM from NB of approximately 6% to 10%. It is expected that the incidence of CNS/LM from NB disease will increase concurrently with better treatment options for systemic NB, as more patients achieve longer systemic remissions allowing for more CNS relapses. Relapsed metastatic NB is difficult to treat particularly in patients with R/R NB who have CNS/LM from NB. The median OS after detection of the CNS/LM from NB is approximately six months even with early detection and intervention.

Omburtamab is currently being evaluated for the treatment of CNS/LM from NB. There are approximately 700 children diagnosed with NB in the United States each year. Of these, approximately 50-60% are high-risk, and of those at high-risk, we believe approximately 20% will suffer from CNS/LM from NB. A published study analyzing frozen sections from tumors with histologically confirmed diagnosis of NB using immunohistochemistry showed 87 out of 90 sections (or approximately 97%) were B7-H3 positive. We believe the European market is at least one and a half times the size of the U.S. market and that there are approximately 1,050 patients diagnosed with NB in Europe each year. We believe the current addressable market for our product candidate, omburtamab, consists of approximately 200 new patients each year with CNS/LM from NB in the United States and Europe, combined.

### *<sup>131</sup>I-omburtamab for Pediatric Central Nervous System/Leptomeningeal Metastases from Neuroblastoma—Current Treatment Landscape and Associated Limitations*

There are currently no approved products for patients with R/R NB who have CNS/LM from NB. A variety of treatments are used alone and in combination with other treatments. It is widely accepted that no effective treatment regimens for CNS/LM from NB are available, and the goals of treatment are generally palliative. For recurrence in the CNS, the therapeutic approach consists primarily of surgery, radiation therapy and/or chemotherapy. These treatments have had very limited success, with median OS of approximately six months. The current standard of care treatment paradigm typically involves the following:

- Surgery—for debulking the tumor prior to irradiation and chemotherapy and to reduce edema and hemorrhage;
- Radiation—focal, craniospinal or whole brain irradiation used for symptom alleviation, cerebrospinal fluid, or CSF, flow correction or for debulking to facilitate chemotherapy; and/or
- Chemotherapy—standard combinations of chemotherapy such as irinotecan and temozolomide.

The uniformly poor outcomes associated with these different regimens highlight the significant unmet medical need for treatment of CNS/LM from NB:

1. Our recent review of published research representing 83 patients treated between 1979 and 2013 showed a median OS of 5.6 months (95% CI of three to eight months) for patients with R/R NB who have CNS/LM from NB. We also performed a restricted analysis after removing patients who died before receiving therapy for the CNS/LM from NB disease and only received palliative treatment, or who presented with rapidly progressing systemic disease. The restricted analysis comprised of 58 patients with a median OS of 8.7 months (95% CI of 5.8 to 11 months) after diagnosis of CNS/LM from NB. There were only three cases of survival beyond three years.

2. Data from 85 patients sourced from The Central German Childhood Cancer Registry, or CGCCR, showed a median OS of 4.7 months. The data was extracted from patients diagnosed between 1990 and 2010. It is estimated that more than 90% of all German childhood cancer patients are registered in this database.
3. Finally, our review of data from 19 patients treated at MSK prior to when  $^{131}\text{I}$ -omburtamab was first introduced in 2004, demonstrated a median OS of 5.5 months.

*$^{131}\text{I}$ -omburtamab for Pediatric Central Nervous System/Leptomeningeal Metastases from Neuroblastoma—Clinical Development Program*

Currently,  $^{131}\text{I}$ -omburtamab is in pivotal stage development for the treatment of pediatric CNS/LM from NB as a monotherapy after patients have completed standard of care treatment. At our meeting with the FDA in June 2017, we proposed to the FDA that data from Study 03-133 may be pooled with data from Study 101 and utilized for our planned BLA submission. As of August 2017, 93 patients with pediatric CNS/LM from NB had been treated with  $^{131}\text{I}$ -omburtamab in Study 03-133. We are planning to treat an additional 18 patients in a multi-center pivotal Phase 2 trial (Study 101) for the purposes of pharmacokinetic and dosimetry comparability between study sites using  $^{131}\text{I}$ -omburtamab from our cGMP commercial manufacturer, versus drug product previously produced by MSK. Study 101 has also been designed to satisfy the confirmatory study and post-marketing requirement by the FDA, and, as a result, we will continue to recruit 14 more patients in addition to the initial 18 patients required for the BLA submission. We expect to submit the BLA for  $^{131}\text{I}$ -omburtamab for treatment of patients with CNS/LM from NB in 2019.

*Study 03-133: Phase 1/2 Study of Intrathecal Radioimmunotherapy using  $^{131}\text{I}$ -omburtamab for Central Nervous System/Leptomeningeal Neoplasms*

The trial was originally designed as a Phase 1/2 clinical dose escalation study followed by cohort expansion at the recommended dose. To determine the MTD, patients received up to 70 millicurie, or mCi,  $^{131}\text{I}$ -omburtamab as outpatients. Although not DLT, myelosuppression was observed in patients who had received craniospinal radiation and  $^{131}\text{I}$ -omburtamab at dose levels of 60 and 70 mCi, as a result a 50 mCi dose was chosen for subsequent enrollment. Once the therapeutic dose of 50 mCi was established, an extension of phase 2 was implemented by a protocol amendment. At our meeting with the FDA in June 2017, we proposed to the FDA that data from Study 03-133 may be pooled with data from Study 101 and utilized for our planned BLA. As of August 2017, 93 patients with pediatric CNS/LM from NB had been treated with  $^{131}\text{I}$ -omburtamab in Study 03-133. Of these 93 patients, 81 had been treated with 50 mCi  $^{131}\text{I}$ -omburtamab. We expect that the safety portion of the BLA will be comprised of data from more than 200 patients treated with  $^{131}\text{I}$ -omburtamab or  $^{124}\text{I}$ -omburtamab across multiple indications. Study 03-133 has been held open for recruitment even after the August 2017 data cutoff date so that we may be able to continue to offer this promising treatment to patients.

The table below presents a general clinical overview, including safety data, from Study 03-133 conducted from January 2004 through August 2017. The outlined information in the below table refers to patients treated in Study 03-133.

**Omburtamab—Clinical Overview**  
**Study 03-133—Patient Profile and AEs (January 2004 - August 2017)**

Cancer Diagnosis	No. of Patients	No. Injections	Adverse Event (CTC 3.0) Possibly or Probably	Percent Myelosuppression (Gr 3 or 4)
Neuroblastoma	93	293	Gr 3 or 4 myelosuppression (Absolute Neutrophil Counts, or ANC, hgb, platelets) (83) Gr 4 Hypersensitivity reaction (1) Gr 3 ALT/AST (5) Gr 3 Chemical Meningitis (3) Gr 4 Myelodysplastic Syndromes, or MDS/Acute Myeloid Leukemia, or AML (5)	89%
Medulloblastoma/ PNET	15	29	Gr 3 or 4 myelosuppression (6) Gr 4 chemical meningitis (1)	43%
Ependymoma	9	37	Gr 3 or 4 myelosuppression (3)	33%
EMTR	2	4	Gr 3 or 4 myelosuppression (2)	100%
Sarcoma	6	18	Gr 3 or 4 myelosuppression (3) Gr 4 AML (1)	50%
Melanoma	4	9	Gr 3 myelosuppression (2) Gr 3 nausea (1) Gr 3 hypokalemia (1)	50%
Other <sup>(1)</sup>	5	22	Gr 4 MDS/AML (1)	
<b>Total</b>	<b>134</b>	<b>412</b>		

(1) Includes ATRT, choroid plexus cancer, ovarian cancer, retinoblastoma.

**Patient Population**

In addition to satisfying certain other criteria, patients must have a histologically confirmed diagnosis of a malignancy known to be reactive to omburtamab, a B7-H3 binding antibody. Furthermore, patients must have CNS/LM from NB disease which is refractory to conventional therapies or for which no conventional therapy exists, or a relapsed brain tumor with a predilection for LM dissemination (primitive neuroectodermal tumor, rhabdoid tumor, medulloblastoma).

Before enrollment in Study 03-133, most patients underwent biopsy or debulking surgery to remove brain metastases as much as possible, followed by radiation therapy and chemotherapy. A majority of the patients were also treated with an anti-GD2 immunotherapy such as naxitamab to control systemic disease after completing the <sup>131</sup>I-omburtamab treatment under Study 03-133. All patients had an intraventricular device implanted before enrollment in the study.

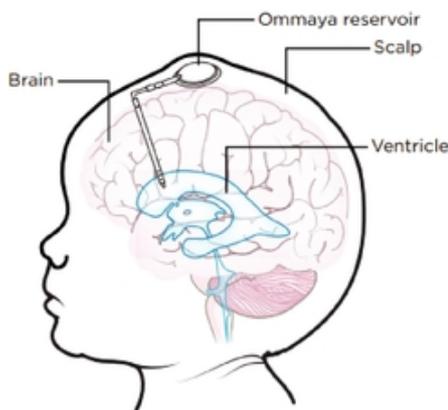
Approximately 80% of all CNS/LM from NB patients presenting at MSK since the initiation of the study were included in the study and the remaining patients were primarily excluded due to the fact that they had already received maximum dose of previous radiotherapy to CNS, or had progressive systemic disease.

Treatment Protocol

Patients are treated with up to two cycles (consisting of two treatment and dosimetry doses) of  $^{131}\text{I}$ -omburtamab administered through intrathecal infusion via an Ommaya reservoir by which the drug is distributed at the intrathecal space to the entire CSF, (as shown in the figure on the left below). A treatment cycle with  $^{131}\text{I}$ -omburtamab under Study 03-133 proceeds as follows:

- Week 1:  $^{131}\text{I}$ -omburtamab (dosimetry dose: 2-mCi imaging test dose);
- Week 2:  $^{131}\text{I}$ -omburtamab (treatment dose: 30-50 mCi depending on age);
- Weeks 3 and 4: observation period; and
- Week 5: post-treatment evaluation comprised of magnetic resonance imaging, or MRI, of the head and spine, CSF cytology.

**Administration of our radiolabeled omburtamab via Ommaya reservoir**



**PET scan of distribution of our radiolabeled omburtamab two hours after administration**



The diagram on the left depicts how our radiolabeled omburtamab can be administered via the Ommaya reservoir and catheter into the deep ventricles of the brain where the CSF is produced. From the ventricles, our radiolabeled omburtamab will flow with the CSF and spread throughout the entire CNS compartment potentially binding and killing B7-H3 positive cancer cells it may find on its way. The diagram on the right is a PET scan showing the distribution of our radiolabeled omburtamab two hours after administration where it has flowed from the central ventricles throughout the entire CNS compartment.

*Primary Objective*

- To define the clinical toxicities of intrathecal  $^{131}\text{I}$ -omburtamab.

*Secondary Objective*

- To collect neurocognitive and long-term follow-up data.

Safety Results

No MTD was reached in the dose escalation portion of the trial. Although not a DLT, myelosuppression was observed in patients who had received craniospinal radiation and  $^{131}\text{I}$ -omburtamab at dose levels six and seven (60 and 70 mCi, respectively). As a result, a dose of 50 mCi was chosen for the expansion cohort. Among the 93 patients treated with  $^{131}\text{I}$ -omburtamab, a

total of 293 injections were administered and myelosuppression was observed in approximately 83 patients.

*Long-term toxicities:* There were no significant long-term toxicities directly attributed to <sup>131</sup>I-omburtamab. There was no increased risk of radionecrosis; specifically, neurologic deficits secondary to radionecrosis have not been observed in long-term survivors. However, among long-term survivors with a history of prior high dose induction chemotherapy, myeloablative regimens, craniospinal radiation therapy and <sup>131</sup>I-omburtamab, observed toxicity included short stature and growth hormone deficiency (n=11), hypothyroidism (n=11), cataracts (n=2), persistence of a seizure disorder since CNS NB onset (n=1), and one patient with both an osteochondroma and meningioma (n=1). Unrelated to omburtamab, there were four long-term events causing death in patients who were otherwise in remission due to infection (n=1), pulmonary fibrosis (n=1), and treatment related mortality for secondary leukemia (n=2). Cognitive deficits were noted in three infants who received additional tutorial assistance in school.

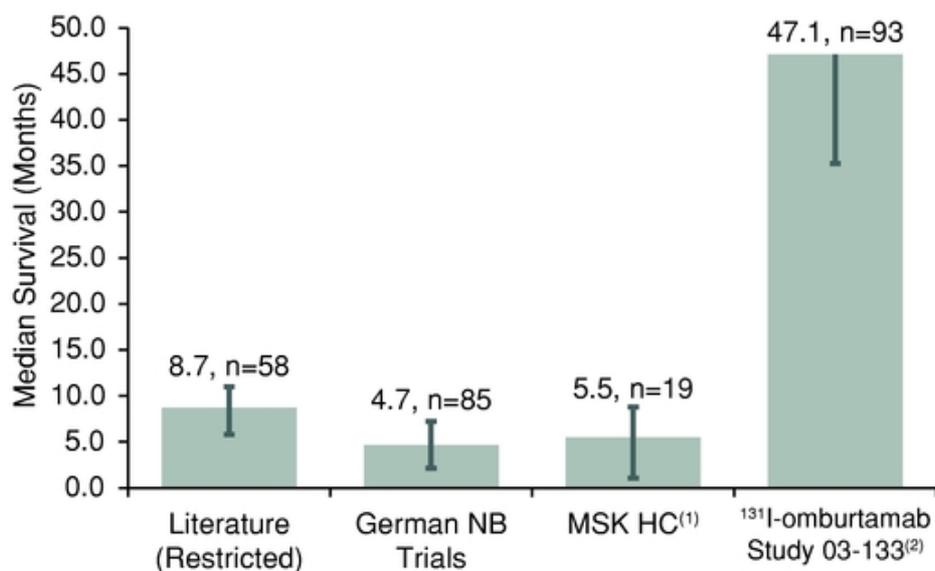
Eighty-one SAEs were reported in CNS/LM from NB patients of which 44 were definitely, possibly or probably treatment-related SAEs. Among the 44 treatment-related SAEs, 36 were Grade 4, six were Grade 3 and two were Grade 2. The most common SAEs were hematological, including BM suppression. The Grade 2 adverse events included fever, headaches, vomiting, elevations of aspartate aminotransferase, or AST, and alanine aminotransferase, or ALT, Grade 3 adverse events included elevated ALT and Grade 4 adverse events included decreased platelets (usually treated with thrombocyte infusion). According to the FDA, the term "grade" refers to the severity of the adverse event—Grade 1 Mild; asymptomatic or mild symptoms; clinical or diagnostic observations only; no intervention indicated—Grade 2 Moderate; minimal, local or noninvasive intervention indicated; limiting age-appropriate instrumental activities of daily living, or ADL—Grade 3 Severe or medically significant but not immediately life threatening; hospitalization or prolongation of hospitalization indicated; disabling; limiting self-care ADL—Grade 4 Life-threatening consequences; urgent intervention indicated—Grade 5 Death related to the adverse event.

### Efficacy Results

Data reported as of August 2017 indicates that the median OS for the 93 patients with R/R NB who have CNS/LM from NB at relapse treated under Study 03-133 was 47 months. As of August 2017, of these 93 patients, 51, or approximately 55%, were alive. We believe that the median OS may continue to increase. Based on calculations per the Kaplan-Meier Plot, the estimated three-year OS is 56% and the estimated five-year OS is 43%.

In a previous presentation of ASCO, an analysis of 80 patients showed that 38 patients died. Twenty, or approximately 53%, of these patients were attributed to reasons unrelated to any recurrence of CNS/LM from NB disease. We believe this is further indication of the potential effectiveness of <sup>131</sup>I-omburtamab in treating CNS/LM from NB.

**Comparison of Median Overall Survival (Months)**



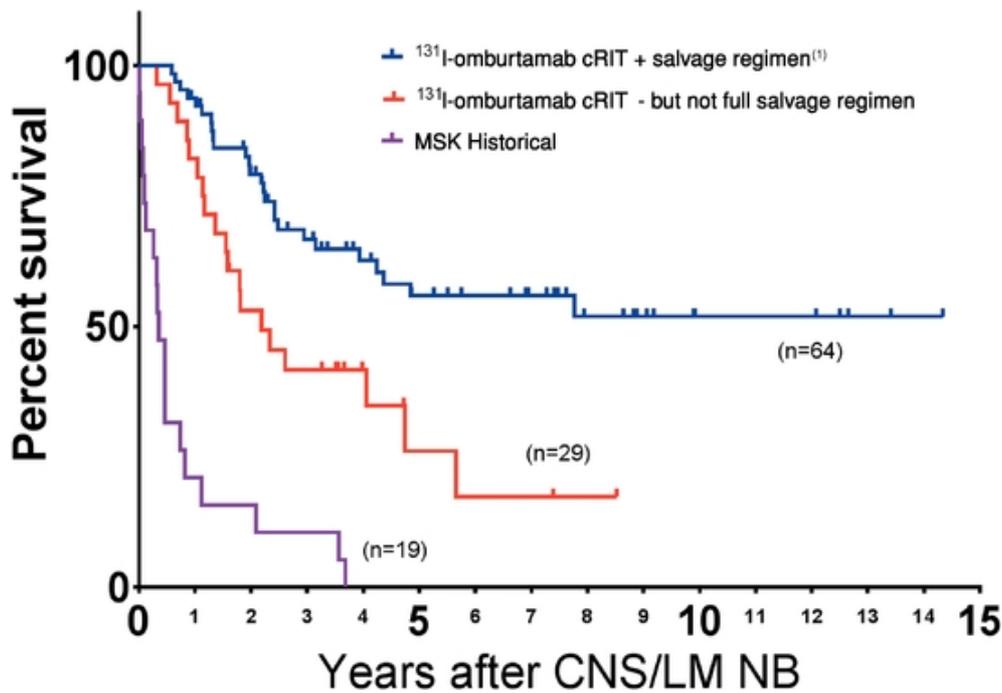
(1) MSK HC = NB patients with CNS / LM treated at MSK prior to 2003.

(2) <sup>131</sup>I-omburtamab = Patients with CNS / LM treated under Study 03-133.

The figure above compares median OS data from Study 03-133 with historical controls (described previously). Historical patient data extracted from three sources revealed median OS of 8.7 months in the literature, 4.7 months in the German NB Trials, and 5.5 months in the MSK historical cohort prior to the introduction of <sup>131</sup>I-omburtamab treatment. These results further demonstrate the lack of an established, effective therapy for these patients that we believe can potentially be addressed by <sup>131</sup>I-omburtamab.

The chart below shows the historical comparable data and median OS following the introduction of <sup>131</sup>I-omburtamab treatment. This represents 93 treated patients from Study 03-133 as at August 2017. The estimated three-year median OS was 56% and the five-year median OS was 43%. Survivors have been followed for up to 11.1 years, with a current mean duration of follow up of

2.6 years. Fifty-one, or approximately 55%, of the 93 patients treated with <sup>131</sup>I-omburtamab remained alive at their last follow up.



(1) Salvage regimen (Kramer et al. J Neurooncology 97:409, 2012).

*Study 101: A Multicenter Phase 2/3 Trial of the Efficacy and Safety of Intracerebroventricular Radioimmunotherapy using <sup>131</sup>I-omburtamab for Neuroblastoma Central Nervous System/Leptomeningeal Metastases*

Study 101 is a pivotal Phase 2/3 single-arm, open-label, non-randomized, multi-center efficacy, safety, pharmacokinetics and dosimetry trial of intracerebroventricular <sup>131</sup>I-omburtamab in pediatric patients with R/R NB who have CNS/LM from NB. Patients will receive up to two cycles of <sup>131</sup>I-omburtamab. This study commenced in the second quarter of 2018, and we plan to treat an initial 18 patients for BLA submission purposes. The purpose of the study is to demonstrate pharmacokinetic and dosimetry comparability between study sites using <sup>131</sup>I-omburtamab from our cGMP commercial manufacturer and drug product previously produced by MSK. Study 101 has also been designed to satisfy the confirmatory study and post-marketing requirement by the FDA, and as a result, we will continue to recruit at least 14 more patients in addition to the initial 18 patients. We expect to submit the BLA for CNS/LM from NB in pediatric patients and expect to complete this submission in 2019.

An interim analysis will be performed when 18 patients have completed evaluations at week six, at which dosimetry and pharmacokinetics objective and available safety and efficacy data will be assessed. Data from this analysis will also be combined with the data from Study 03-133 to support a potential accelerated approval for <sup>131</sup>I-omburtamab for the treatment of pediatric patients with R/R NB who have CNS/LM from NB.

Safety and efficacy data will be investigated with short-term follow-up at 26 weeks after treatment and with long-term follow-up for up to three years following treatment. Final analysis will be performed when all 32 treated patients have completed long-term follow-up (three years or until death).

Median OS at three years and its 95% CI will be estimated using Kaplan-Meier methods. Efficacy will be achieved if the lower limit of the 95% CI of three-year median OS exceeds 10%. PFS will also be analyzed using Kaplan-Meier methods.

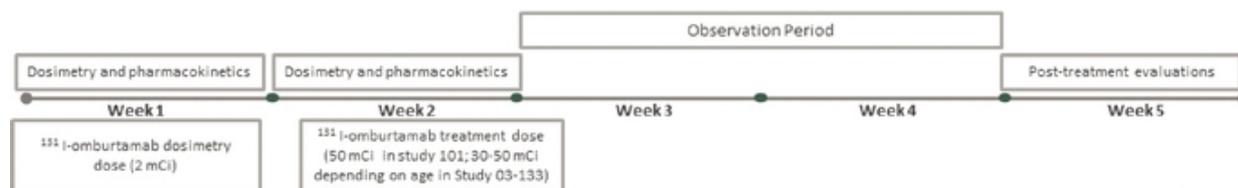
### Patient Population

In addition to satisfying certain other criteria, patients must be less than 18 years of age at the time of screening. Patients must have a histologically confirmed diagnosis of CNS/LM from NB with relapse.

### Treatment Protocol

A single treatment cycle will last five weeks and will include premedication, intracerebroventricular <sup>131</sup>I-omburtamab administration (one dosimetry dose and one treatment dose), an observation period, and post-treatment evaluations (see figure below).

One <sup>131</sup>I-omburtamab treatment cycle for Study 101



Patients without objective PD are eligible for a second dosing cycle.

#### *Primary Objective*

- To determine OS rate at three years.

#### *Secondary Objectives*

- To determine ORR up to three years.
- To assess PFS at six months after the first therapeutic dose of <sup>131</sup>I-omburtamab.
- To assess radiation doses delivered to the blood and CSF.
- To assess the frequency, type, of adverse events and human anti-mouse antibodies, or HAMA, response formation.
- To assess the effects on cognitive functions.

We have initiated Study 101 to form the primary basis for our planned BLA, to establish comparability of study population and pharmacokinetics analysis with Study 03-133 and to satisfy the confirmatory study and post-marketing requirements by the FDA. If the results from Study 101 fail to demonstrate comparability to the satisfaction of the FDA and other comparable regulatory authorities, this may lead to a delay in, or otherwise adversely affect, such clinical trials, including the timing of submission of the BLA.

### ***<sup>124</sup>I-omburtamab for the Treatment of Diffuse Intrinsic Pontine Glioma***

<sup>124</sup>I-omburtamab is currently being evaluated in an ongoing Phase 1/ 2 clinical trial (Study 11-011) for the treatment of DIPG. In contrast to Iodine-131, which emits electrons, Iodine-124 is a positron-emitting iodine isotope. This enables measurement of iodine uptake using PET scans, which we believe is important when using radiotherapy in a critical organ such as pons, where

overdosing may have serious consequences. In 2016, <sup>124</sup>I-omburtamab received RPDD from the FDA for the treatment of DIPG. As of October 2017, we have treated 33 patients with DIPG with <sup>124</sup>I-omburtamab. Interim clinical results from the dose escalation portion of the study, which were reported at the American Society of Clinical Oncology, or ASCO, in June 2017, demonstrated that convention-enhanced delivery, or CED, of <sup>124</sup>I-omburtamab in the brainstem of children with DIPG appears to be a generally feasible approach for drug delivery, based on an evaluation using distribution and pharmacokinetics. We believe that we may qualify for a sBLA, assuming positive pivotal data.

#### *Overview of Diffuse Intrinsic Pontine Glioma*

DIPG is a highly aggressive, malignant and difficult to treat brain tumor that forms from the glial (supportive) cells of the brain. The tumor grows in the area of the brainstem, called the pons, a critical area of the brain. Pons are involved in regulating critical body functions such as respiration and consciousness. They also house cranial nerves that facilitate essential functions such as eye movements, chewing, swallowing, facial expressions, hearing and balance, and assists in the transmission of messages between the various structures of brain and the spinal cord.

DIPG typically affects children between the ages of five to nine years old and is the most common brainstem tumor in children, representing 75% to 80% of pediatric brainstem tumors. There are an estimated 300 children diagnosed with DIPG per year in the United States. One published research analysis evaluating DIPG specimens using immunohistochemistry demonstrated that 100% (nine out of nine) of the tested specimens were B7-H3 positive. While DIPG accounts for approximately 10% to 15% of brain tumors in the pediatric population, it constitutes approximately 80% of brain tumor-related deaths. Assuming similar prevalence as in the United States, we estimate approximately 450 new pediatric patients diagnosed with DIPG per year in Europe. We believe the current addressable market for DIPG consists of approximately 750 new pediatric DIPG patients each year in the United States and Europe, combined.

#### *<sup>124</sup>I-omburtamab for Diffuse Intrinsic Pontine Glioma—Current Treatment Landscape and Associated Limitations*

DIPG grows diffusely and infiltrates healthy tissue in the critical structures of the brainstem and surgical treatment is not possible. The standard of care for the past three decades for children with newly diagnosed DIPG has been focal radiation therapy. Radiotherapy provides temporary improvement or stabilization of symptoms and extends median OS by an average of approximately three months. Within three to eight months after completion of radiation therapy, most children with DIPG have clinical or radiographic evidence of PD. Due to the strong likelihood of the development of PD in the vast majority of children with DIPG, many receive adjuvant chemotherapy at some point during their disease course in an attempt to improve survival. Despite numerous investigational trials, including those evaluating the efficacy of hyperfractionated radiotherapy and high-dose chemotherapy, the limited survival of patients with DIPG remains unchanged.

The prognosis for DIPG remains very poor and the median OS of children with DIPG is less than one year from diagnosis and no meaningful improvement in median OS has been realized in more than three decades. The prognosis for children with DIPG is significantly worse than that of other brainstem tumors.

#### *<sup>124</sup>I-omburtamab for Diffuse Intrinsic Pontine Glioma—Clinical Development Program*

<sup>124</sup>I-omburtamab is currently being evaluated in an ongoing Phase 1 clinical study (Study 11-011) for the treatment of DIPG.

*Study 11-011: A Phase 1 Study of Convection-Enhanced Delivery of  $^{124}\text{I}$ -omburtamab for Patients with Non-Progressive Diffuse Pontine Gliomas Previously Treated with External Beam Radiation Therapy*

MSK is conducting a Phase 1, dose escalation study of CED of  $^{124}\text{I}$ -omburtamab in children with non-progressive DIPG previously treated with external beam radiation therapy. The study commenced in December 2011 and as of October 2017, 33 patients had been enrolled. We expect to enroll a total of 64 patients.

Patient Population

In addition to satisfying certain other criteria, patients must be two years of age or older, and 21 years of age or younger. Patients must have non-PD DIPG previously treated with external beam radiation therapy. At least four weeks but not more than 14 weeks must have elapsed from the completion of radiotherapy.

Treatment Protocol

The intervention is a surgical procedure using interstitial infusion of  $^{124}\text{I}$ -omburtamab into the brainstem tumor. It is performed by stereotactic placement of a small caliber infusion cannula into the tumor followed by a slow infusion CED of  $^{124}\text{I}$ -omburtamab, which was initially administered at doses ranging from 0.25 mCi to 4.0 mCi. Study 11-011 was subsequently amended for further dose escalation cohorts (using 6, 8, 10 and 12 mCi/injection, respectively).

*Primary Objective*

- To determine the MTD of  $^{124}\text{I}$ -omburtamab administered via interstitial infusion in patients with DIPG.

*Secondary Objectives*

- To estimate tissue radiation doses and volumes of therapeutic distribution following  $^{124}\text{I}$ -omburtamab interstitial infusion in the brainstem.
- To assess the toxicity profile associated with  $^{124}\text{I}$ -omburtamab administered via CED to the brainstem.
- To analyze OS.
- To explore radiological parameters such as magnetic resonance, or MR, spectroscopy and delta T2 as potential indicators of response.
- To explore lesion dosimetry estimates obtained from serial PET/CT or PET/MR with clinical profile, performance status score and OS.

Safety Results

As noted above, interim data was presented at the June 2017 annual meeting of ASCO, which demonstrated that CED appears to be a feasible approach for drug delivery in the brainstem of children with DIPG as evaluated using distribution and pharmacokinetics. As of June 2017, 28 patients had been enrolled, of which 25 patients were evaluable. Three patients were not evaluable due to partial dose delivery. Of the 25 evaluable patients, one patient experienced alanine transaminase and aspartate transaminase elevation and one patient experienced Grade 3 hemiparesis.

## Multi-Center Pediatric Brain Tumor Consortium Study

The principal investigator for Study 11-011, in collaboration with the Pediatric Brain Tumor Consortium, is currently drafting a feasibility study to expand the experiences from Study 11-011 to other sites. This study will be a non-randomized, multi-center, feasibility trial using CED in the brainstem of children with DIPG. Each patient will have previously received external beam radiotherapy to the brainstem and will not have shown clear evidence of tumor progression following this therapy. Diagnostic and eligibility decisions for patients entering the study will be made by a multidisciplinary pediatric neuro-oncology team at the treating site. Eligibility and surgical planning will be centrally reviewed. Patients will undergo a single treatment using CED of <sup>124</sup>I-omburtamab. MRI and PET will be used for confirmation of appropriate drug distribution patterns. Perioperative morbidity, device performance (catheter for antibody delivery in pons), and patient tolerance after CED treatment will be monitored. OS and time to recurrence will be monitored. Advanced MR-based algorithms will be used to monitor for geometric response. Serial liquid biopsies (serum, urine, CSF) will be explored as a correlate of tumor response.

### ***<sup>131</sup>I-omburtamab for Treatment of Desmoplastic Small Round Cell Tumor***

<sup>131</sup>I-omburtamab is currently being evaluated in an ongoing Phase 1 clinical study (Study 09-090) for the treatment of DSRCT. In the data from 39 out of 41 patients that was presented in April 2018, no DLTs were observed and a MTD was not reached. In addition, there was no significant myelosuppression and stem cell rescue was not required. We believe that we may qualify for a sBLA, assuming positive pivotal data.

#### *Overview of Desmoplastic Small Round Cell Tumor*

DSRCT is a rare and aggressive type of a soft tissue cancer (sarcoma) that primarily affects children and young adults and is more common in males. It is formed by small, round cancer cells surrounded by scar-like tissue and is often found in the peritoneum (the tissue that lines the inside of the abdomen and pelvis). Most patients present with abdominal or pelvic tumors, with subsequent metastases to distant lymph nodes, BM and lungs. Due to the rarity of this neoplasm, no large population based studies exist. Analysis presented in literature suggests there are approximately 100 patients diagnosed with DSRCT per year in the United States. Assuming similar prevalence as in the United States, we estimate approximately 150 patients diagnosed with DSRCT per year in Europe. A published report examining DSRCT samples using immunohistochemistry showed that 44 of 46 (or 96%) of tumor samples were B7-H3 positive. We believe the current addressable market for DSRCT consists of approximately 160 new DSRCT patients each year, representing approximately 65% of all new patients diagnosed with DSRCT in the United States and Europe, combined.

#### *<sup>131</sup>I-omburtamab for Desmoplastic Small Round Cell Tumor—Current Treatment Landscape and Associated Limitations*

Patients are typically managed with aggressive multimodal therapy, including neoadjuvant chemotherapy, maximal surgical debulking, intraperitoneal, or IP, chemotherapy in some cases, adjuvant whole abdominopelvic radiation therapy, and stem cell or BM transplant. Studies have shown that use of intense alkylator therapy and gross total resection have been associated with limited improvements in patient survival; thus, there is still a significant unmet clinical need. Because DSRCT most commonly presents as a multicentric abdominal mass, complete upfront resection is not often possible. DSRCTs are chemosensitive, but often recur, necessitating multimodality therapy with radiotherapy, surgery, and/or high dose chemotherapy with stem cell rescue. Additionally, research shows that with a five-year OS rate of less than 15%, patients almost invariably relapse.

Although many strategies have been attempted, survival in patients with DSRCT remains poor. A review of the published research, including two retrospective studies performed by MSK, suggests that the median OS of DSRCT patients ranges from 17 to 25 months.

*<sup>131</sup>I-omburtamab for Desmoplastic Small Round Cell Tumor—Clinical Development Program*

Currently, <sup>131</sup>I-omburtamab is being evaluated in an ongoing clinical study (Study 09-090) for the treatment of DSRCT. After completing the BLA submission for CNS/LM from NB, we intend to discuss with the FDA the protocol for the continuation and expansion of this DSRCT study. We believe that we may qualify for a sBLA, assuming positive pivotal data.

*Study 09-090: Phase 1 Study of Intraperitoneal Radioimmunotherapy with <sup>131</sup>I-omburtamab for Patients with Desmoplastic Small Round Cell Tumors and Other Solid Tumors Involving the Peritoneum*

MSK is conducting a clinical study of IP <sup>131</sup>I-omburtamab for treatment of patients with DSRCT and other B7-H3 positive solid tumors metastatic to the peritoneum. The primary purpose of the study is to define the toxicity and the MTD, assess the pharmacokinetics, and assess response of DSRCT and other solid tumors. The study commenced in April 2010 and as of May 2018, 50 patients had been enrolled.

Patient Population

In addition to satisfying certain other criteria, patients must be over one year old and able to cooperate with radiation safety restrictions during therapy period. Patients must have a diagnosis of <sup>131</sup>I-omburtamab reactive DSRCT or solid tumors that involve the peritoneum.

Treatment Protocol

The study was designed as an open-label single-arm dose escalation study to evaluate IP <sup>131</sup>I-omburtamab, which was administered at doses ranging from 30 mCi/m<sup>2</sup> to 90 mCi/m<sup>2</sup>. The expansion cohort comprised an additional 10 patients who were dosed at 80 mCi/m<sup>2</sup>.

*Primary Objective*

- To define the toxicity and the MTD of IP <sup>131</sup>I-omburtamab.

*Secondary Objectives*

- To assess pharmacokinetics for IP <sup>131</sup>I-omburtamab.
- To assess response of DSRCT and other solid tumors to IP <sup>131</sup>I-omburtamab.

Safety Results

In the data from 41 patients with DSRCT presented in April 2018, no DLTs were observed and a MTD was not reached. In addition, there was no significant myelosuppression and stem cell rescue was not required. Three patients experienced Grade 3 neutropenia, three patients experienced Grade 4 neutropenia, six patients experienced Grade 3 thrombocytopenia, one patient experienced Grade 3 AST elevation and four patients experienced Grade 2 abdominal pain. We believe that the initial data from the first group of patients supports continued investigation of the benefit of <sup>131</sup>I-omburtamab in this patient population.

## **Non-Clinical Safety**

In non-clinical studies evaluating the pharmacology and toxicology of omburtamab, no significant toxicity were observed in different species, including rats and non-human primates. Omburtamab has preferential affinity for a spectrum of cancerous tissues that express B7-H3, with minimal binding to normal tissues. Omburtamab specifically targets the membrane of cancer cells. We believe that the lack of cross-reactivity with normal human tissue, specifically within the brain, and the localized binding of omburtamab to the membranes of cancer cells that express B7-H3, makes omburtamab a viable candidate for a targeted radiotherapy.

### **Omburtamab—DTPA Overview**

We intend to leverage our expertise with omburtamab to develop product candidates for the treatment of indications associated with pediatric and large adult patient populations. We believe that our clinical experience with <sup>131</sup>I-omburtamab in 41 patients with tumors such as sarcoma, melanoma and medulloblastoma supports this objective. Our first such product candidate targeted towards larger patient populations is DTPA-conjugated omburtamab radiolabeled with Lutetium-177, which is currently in pre-clinical development for the treatment of B7-H3 positive LM from solid tumors. Animal toxicity studies of <sup>177</sup>Lu-omburtamab-DTPA have been completed on current Good Laboratory Practices, or GLP, material and cGMP production has been established. DTPA (diethylenetriamine pentaacetate) is an organic molecule that acts as a chelator of metals such as Lutetium. DTPA can bind to radioactive materials to decrease the amount of time it takes to flush the radioactive material from the body. The resulting product candidate, omburtamab-DTPA-Lutetium-177 conjugate, or <sup>177</sup>Lu-omburtamab-DTPA, can be distributed directly to hospitals, already conjugated and ready to use. It may then be administered to patients as a single-step push dose via an Ommaya reservoir, similar to the administration of <sup>131</sup>I-omburtamab in CNS/LM from NB. We believe this is an important advantage because radiopharmacies within hospitals have limited capacity for radiolabeling. Therefore, we believe that a more easily available ready to use radiolabeled antibody such as <sup>177</sup>Lu-omburtamab-DTPA could be used more frequently, thereby significantly expanding our patient population beyond children. We expect to file an IND for <sup>177</sup>Lu-omburtamab-DTPA for treatment of B7-H3 positive LM from solid tumors in the first half of 2019.

#### ***Overview of B7-H3 Positive Central Nervous System/Leptomeningeal Metastases from Solid Tumors***

As previously described, CNS/LM is a rare and usually fatal complication of cancer in which the disease spreads to the membranes, or meninges, surrounding the brain and spinal cord. Based on autopsy studies, the incidence of metastatic brain tumors is estimated to be 200,000 to 300,000 people per year. Studies have shown that the most common tumors which metastasize to the brain express B7-H3.

Although any cancer can metastasize to the leptomeninges, breast cancer (12% to 35%), lung cancer (10% to 26%), melanoma (5% to 25%), gastrointestinal malignancies (4% to 14%), and cancers of unknown primary (1% to 7%) are the most common causes of solid-tumor-related LM. We believe that the annual incidence of CNS/LM across all tumor types is at least 30,000 patients in the United States and Europe combined.

Despite aggressive treatment, CNS/LM has a poor prognosis with less than 15% of all patients surviving one year following diagnosis. The median OS of untreated patients with CNS/LM is four to six weeks. The median OS of patients with combined treatment (often comprising surgery, radiation and/or chemotherapy) is usually less than eight months.

The incidence of CNS/LM is increasing. An important factor contributing to the increasing incidence of CNS/LM is the availability of more effective systemic therapies. These therapies may increase survival time and could therefore lead to a higher incidence of metastatic disease.

### *<sup>177</sup>Lu-Omburtamab-DTPA in Central Nervous System/Leptomeningeal Metastases—Current Treatment Landscape and Associated Limitations*

Treatment of most patients with CNS/LM requires a combination of surgery, radiation, and/or chemotherapy. However, CNS/LM has been proven difficult to treat due to the localization of the tumor within the CNS compartment making complete removal by surgery difficult. Moreover, the blood-brain barrier, a membrane that selectively regulates molecules entering the brain from the blood, often inhibits drug delivery to the brain due to the inability of large molecules to cross the blood-brain barrier. Because the most common tumors that metastasize to the brain express B7-H3, in contrast with normal brain tissue that lacks B7-H3 expression, we believe that the incidence of B7-H3 expression makes omburtamab a viable antibody for targeting metastatic tumors in the CNS.

### *<sup>177</sup>Lu-Omburtamab-DTPA in Central Nervous System/Leptomeningeal Metastases—Mechanism of Action*

We are developing a Lutetium-177 conjugated omburtamab with DTPA as chelator. <sup>177</sup>Lu-omburtamab-DTPA will be given as a single-step push dose administration to patients. The administration for CNS/LM will be intrathecal via an Ommaya reservoir similar to the administration of <sup>131</sup>I-omburtamab in CNS/LM from NB. This form of administration will allow us to bypass the blood brain barrier and gain direct access to the CNS/LM. Lutetium-177 is a medium-energy beta-emitter with a maximal tissue penetration of 2 mm. Its half-life is approximately 6.7 days. Lutetium-177 also emits low-energy Gamma rays, which allows scintigraphy and subsequent dosimetry with the same therapeutic compound. Lutetium-177 is bound to omburtamab by DTPA. The resulting product <sup>177</sup>Lu-omburtamab-DTPA conjugate can be distributed conjugated ready to use. Lutathera, a Lutetium-177-DOTA conjugated somatostatin analogue peptide, has already demonstrated significant clinical efficacy in patients with progressive neuro endocrine tumors, or NETs, and is approved by the EMA, and the FDA, in this orphan indication. In a multi-center, randomized, comparator-controlled, parallel-group Phase 3 study that has been the basis for regulatory submission for Lutathera, it demonstrated a significant improvement in PFS in patients with inoperable progressive midgut NETs compared to the general standard of care, with limited acute toxic effects. The beta radiation of Lutetium-177 is similar to the beta radiation emitted from radioactive iodine, which already has demonstrated efficacy in CNS/LM from NB when conjugated to omburtamab.

We believe Lutetium-177 may have a number of potential advantages over both Iodine-131 and Iodine-124. In particular, the radiolabeling of omburtamab-DTPA with Lutetium-177 involves a relatively simple one-step procedure and can be distributed conjugated ready to use.

### **Humanized Omburtamab Overview**

We are also developing huB7-H3, a humanized version of omburtamab, for the treatment of B7-H3 positive adult solid tumors where systemic immunotherapy is needed. We expect that huB7-H3 will be used as a radio-conjugated antibody designed to overcome limitations of murine antibodies that may induce HAMA, which may lead to decreased efficacy and increased toxicity when used for systemic immunotherapy.

### **Bispecific Antibody Program Overview**

We are advancing a promising pipeline of novel bivalent tumor targeting BsAbs for the treatment of cancer. We believe that our BsAbs have the potential to overcome limitations associated with existing BsAb constructs. Our first BsAb product candidate, huGD2-BsAb, is a humanized anti-GD2 and anti-CD3 BsAb.

Our second BsAb product candidate, huCD33-BsAb, is a humanized anti-CD33 and anti-CD3 BsAb. We are in pre-clinical development for our huCD33-BsAb product candidate for the treatment of huCD33-positive hematological cancers.

In addition, the MSK License provides us with non-exclusive access to MSK's technology that facilitates the creation of a novel human protein tag that can dimerize, or link together, BiTEs, which we refer to as the MULTI-TAG technology platform. BiTEs are an important class of BsAbs that has shown significant promise in the treatment of cancer due to their high potency. Based on our pre-clinical studies, we believe that this novel class of BiTEs has the potential to result in better tumor-binding, longer serum half-life and significantly greater T-cell mediated killing of tumor cells without the need for continuous infusion. We plan to utilize this technology to create a diverse platform of dimerized BiTEs. We are currently working on several MULTI-TAG candidates with MSK.

#### *Overview of Current Bispecific Antibody Treatment Approaches*

BsAbs are engineered proteins capable of simultaneously binding to two different epitopes, on the same or different antigens. Through simultaneous recognition of two different targets, BsAbs can serve as mediators for the redirection of immune effector cells, such as Natural Killer cells, or NK cells, and T-cells, to tumor cells, in order to enhance tumor cell destruction. In addition, by targeting two different receptors in combination on the same cell, BsAbs can induce modifications of cell signaling, including the inactivation of pathways. BsAbs represent an exciting approach to cancer immunotherapy because, among other factors, they have the potential to overcome the limitations of conventional monoclonal antibody approaches to treating cancers. Moreover, BsAbs can be mass produced without the manufacturing complications and risk of persistent systemic toxicity associated with other new immunotherapy approaches such as CAR-T therapy.

BsAbs are generally divided into two classes, IgG-like molecules and non-IgG-like molecules. IgG-like BsAbs retain the traditional monoclonal antibody structure but bind to multiple antigens. Although IgG-like BsAbs generally demonstrate adequate stability and effector functions, their large size limits tissue penetration.

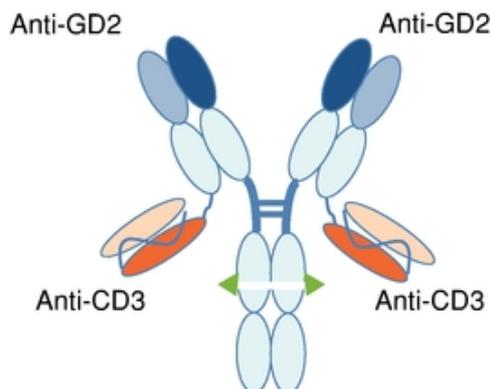
Non-IgG-like BsAbs lack a fragment crystallizable, or Fc, region, consisting instead of chemically linked variable regions and various types of multivalent single-chain variable fragments, or scFvs. One type of non-IgG-like BsAbs are BiTEs. BiTEs are relatively small and have more efficient penetration, however, they exhibit short serum half-lives. They bind monovalently to tumor targets, which often results in suboptimal tumor binding relative to conventional IgG-like BsAbs that bind bivalently. Finally, therapeutic dosing of BiTEs is limited by the risk of excessive cytokine release in patients.

The only approved BsAb in the United States is blinatumomab, a BiTE, approved for the treatment of acute lymphocytic leukemia.

#### *huGD2-BsAb Overview*

The figure below depicts our first BsAb product candidate, huGD2-BsAb, a fully humanized IgG-scFv format antibody, in which the anti-CD3 scFv is linked to the carboxyl end of the naxitamab IgG1 and the Fc region is mutated to help prevent cytokine release as well as complement-mediated pain side effects.

## Naxitamab (anti-GD2 and anti-CD3) Bispecific Antibody



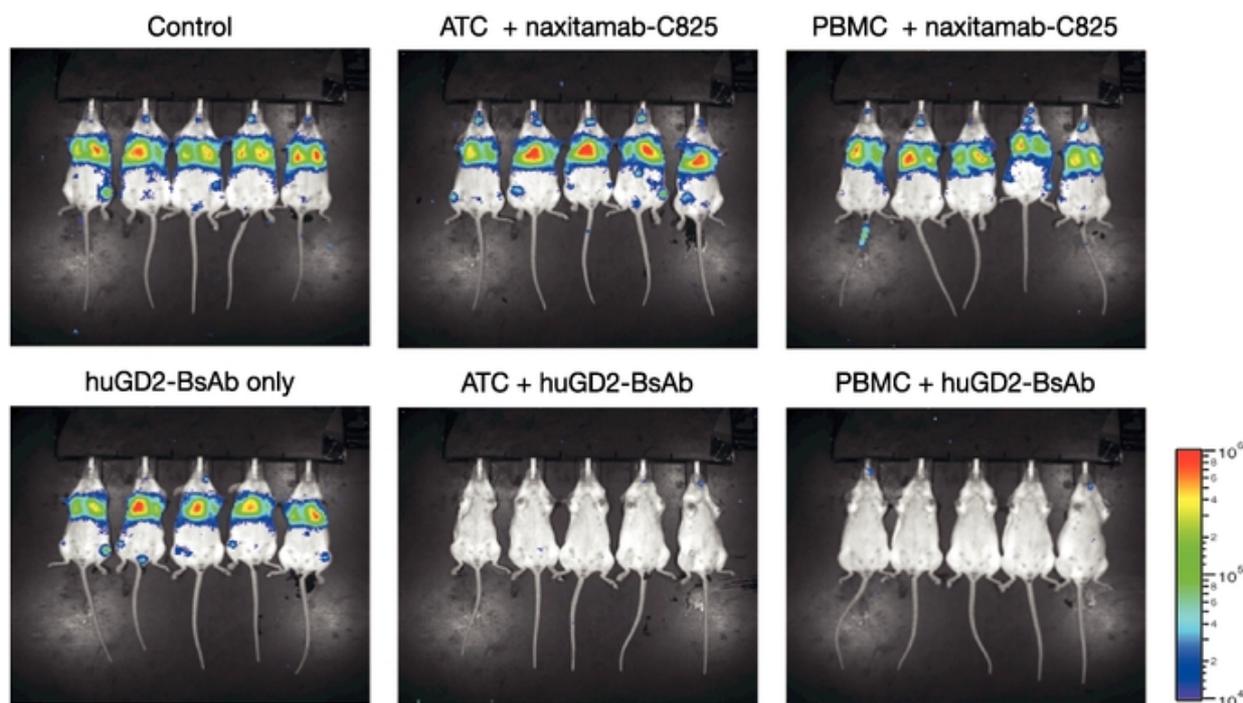
We believe that huGD2-BsAb may have several potential advantages over other BsAbs, including:

- Improved potency due to bivalency towards GD2, while maintaining functional monovalency towards CD3.
- Longer serum half-life to improve efficacy and patient convenience—molecular size of 210kD (vs. 55kD size of blinatumomab) and binding to neonatal Fc receptor result in longer serum half-life, thereby reducing the need for continuous infusion.
- Better safety profile:
  - The larger size of our molecule prevents leakage into the CNS thereby avoiding CNS neurotoxicity; and
  - Low affinity for CD3 molecules and functional monovalency towards CD3 reduces risk of significant cytokine release.

Knockout mice, which lack murine T-cells, B-cells and NK cells, were used for human cancer xenograft studies. The picture below demonstrates a study where mice were transplanted with human M14-Luc melanoma and human peripheral blood mononuclear cells, or PBMC, or activated T-cells, or ATC, as effector cells. Tumor growth was assessed by luciferin bioluminescence.

Mice, in a control group, treated with saline without effector cells (huGD2-BsAb only), or effector cells plus ATC+naxitamab-C825, used as the control BsAb and which does not bind to T-cells, had equally rapid tumor progression. In contrast, mice treated with huGD2-BsAb in the presence of

human effector cells (ATC+huGD2-BsAb or PBMC+huGD2-BsAb) demonstrated nearly total tumor elimination. The picture below is a representative image at day 31.



Based on this pre-clinical evidence, in 2019, we plan to submit an IND to commence a Phase 1/2 trial of huGD2-BsAb in patients with GD2-positive solid tumors refractory to available therapy.

#### *huCD33-BsAb Overview*

Our second BsAb product candidate, huCD33-BsAb, is a humanized anti-CD33 and anti-CD3 BsAb for the treatment of hematological cancers expressing CD33, a transmembrane receptor expressed on cells of myeloid lineage. Currently we are planning to set up GLP and cGMP production allowing for initiation of formal pre-clinical toxicology in 2018 and potential IND filing in 2019.

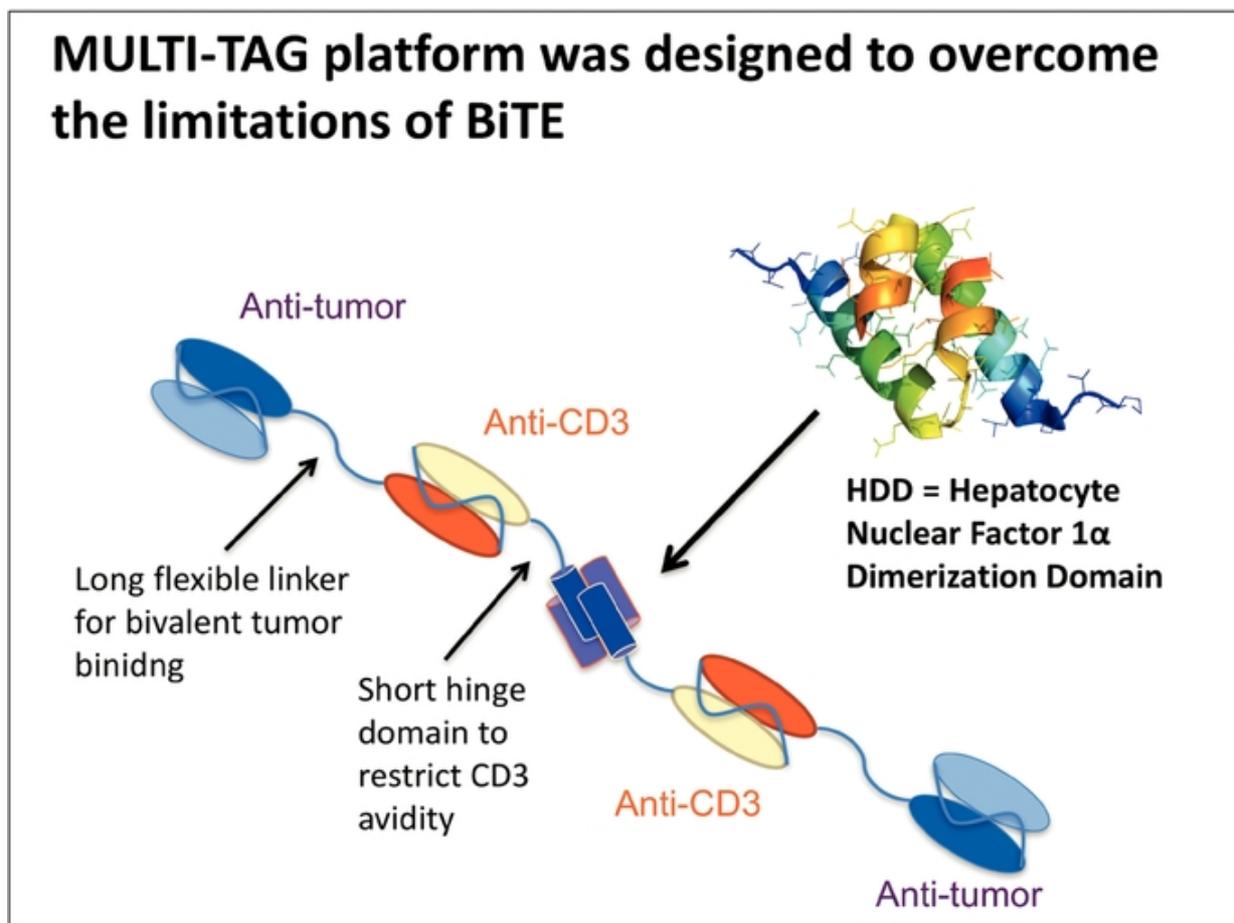
#### *MULTI-TAG Technology Overview*

We believe that our non-exclusive access to the MULTI-TAG technology will help us make further advances to our BsAb program by optimizing BiTEs. While there has been significant enthusiasm for BiTEs given their high potency and ability to penetrate more efficiently than conventional IgG-like BsAbs, their efficacy remains hampered by their size and binding characteristics. BiTEs are relatively small in size, approximately 55kD, resulting in a short serum half-life given rapid renal clearance. As a result, they require continuous infusion for several weeks in order to achieve a therapeutic response. They also bind monovalently, which often results in suboptimal tumor binding. Further, therapeutic dosing of BiTEs is limited by the risk of excessive cytokine release in patients.

Using the MULTI-TAG technology, we have designed a novel protein tag of human origin that dimerizes, or links, BiTEs, in a unique conformation, which we believe may result in improved tumor binding, a longer half-life, and greater T-cell mediated tumor cell killing. We are using the MULTI-TAG technology platform to dimerize our BsAbs into proteins of approximately 120kD in size, thereby increasing serum half-life without the need for continuous infusion. The unique dimerized

conformation, while binding bivalently to tumors, also binds monovalently to T-cells, which we believe, leads to limiting excessive cytokine release. Below is a graphic illustration of the MULTI-TAG technology, to which, under our MSK License, we have unlimited access to use MSK's rights in the technology for any target.

**MULTI-TAG—Dimerization technology to enhance potency of T-cell engaging antibodies**



We are currently working on several MULTI-TAG candidates with MSK.

**Manufacturing**

Currently, we contract with third party cGMP vendors for the manufacturing of our product candidates for pre-clinical studies and clinical trials and intend to do so in the future, including for commercialization if our product candidates receive marketing approval. We do not currently own or operate any manufacturing facilities for the production of clinical or commercial quantities of our product candidates. We currently have no plans to build our own clinical or commercial scale manufacturing capabilities. To meet our projected needs for commercial manufacturing, if the need arises, third parties with whom we currently work may need to increase their scale of production or we may need to secure alternate suppliers. Although we rely on our cGMP manufacturers, we have personnel with substantial manufacturing experience to oversee our relationships with such manufacturers.

Manufacturing clinical products is subject to extensive regulations that impose various procedural and documentation requirements, which govern record keeping, manufacturing processes and controls, personnel, quality control and quality assurance. Our vendors are required to comply with cGMP regulations, which are regulatory requirements enforced by the FDA and other regulatory bodies like the EMA to assure proper design, monitoring and control of manufacturing processes and facilities for human pharmaceuticals.

Our current product candidates are mAbs and BsAbs. The manufacturing process for antibodies involves the genetic engineering of a parental host cell line to isolate a cell that produces the antibody. Once the cell or clone (colony of cells derived from a single cell) is isolated, a cell bank is produced under prescribed and documented conditions. The cell bank, preserved frozen, is tested, as required by regulations, to demonstrate that the engineered cell line is free from potentially harmful impurities and contaminants, such as viruses.

The drug substance is an active ingredient that is intended to furnish pharmacological activity or other direct effect in the diagnosis, cure, mitigation, treatment, or prevention of disease or to affect the structure or any function of the human body, but does not include intermediates used in the synthesis of such ingredient while the drug product is a finished dosage form. The manufacturing process for the drug substance begins with the thaw of vials from the cell bank and growth of these cells in established media until sufficient cells are cultured to inoculate a production bioreactor. The cells in the production bioreactor are grown in chemical defined media and under controlled and monitored conditions that stimulate the production of the antibody into the culture media. The production bioreactor is cultured for an established time period and is then harvested by filtration to remove the cells from the culture media.

The antibody solution is purified through a number of steps to remove known process- and product-derived impurities. The technologies employed include ultrafiltration and column and membrane chromatography. Additional steps are performed to inactivate or remove viruses. The final step of the drug substance process adjusts the antibody concentration and produces the final formulation to be used for drug product production. The drug substance is tested to meet pre-established criteria for purity, potency and safety, and is then periodically tested to demonstrate stability upon storage as required by regulations. The drug substance is stored at prescribed temperatures, typically refrigerated or frozen.

The drug product is produced by sterilization filtration of the drug substance solution, followed by aseptic filling into glass vials and then stoppered. The drug product is subjected to release testing for purity, potency and safety according to pre-established specifications. Drug product lots are periodically tested to demonstrate stability over the established storage expiry period. The drug product is stored and shipped under temperature-controlled conditions, typically refrigerated, to sites designated for clinical trial testing, or eventually to commercial pharmaceutical logistics providers.

Naxitamab is a recombinant humanized IgG1k monoclonal antibody against GD2 expressed in Chinese Hamster Ovary, or CHO, cells. One mL ampoule from the master or working cell bank is used as seeding for a 1000 L fed batch bioreactor in chemical defined media with no animal derived component. After the growths of the cells are completed the un-processed bulk from the bioreactor containing the naxitamab drug substance undergoes conditioned clarified harvests, filtration, and subsequent multi-step product purification.

The naxitamab drug substance is manufactured by Patheon UK Limited in Groningen, The Netherlands and the naxitamab drug product is manufactured at Patheon Manufacturing Services LLC in Greenville, North Carolina, or collectively Patheon, in compliance with cGMP regulations and no excipients of human or animal origin have been used. The naxitamab drug product is packaged in 10 mL ISO 10R glass vials and frozen.

Omburtamab is a murine IgG1 monoclonal antibody against B7-H3. The antibody is manufactured in a 200 L bioreactor in chemical defined media with no animal derived components. After harvests, clarification of the fermentation and a multi-step purification process, the final drug substance is ready for radiolabeling. This non-radiolabeled omburtamab is packaged in 2 mL ISO 2R glass vials and frozen. The drug substance is manufactured by EMD Millipore Corporation, or EMD, in Martillac, France, and the omburtamab drug product is manufactured by Patheon in Ferentino, Italy.

While we believe that Patheon and EMD are capable of producing sufficient quantities of drug product to support our currently planned clinical trials for naxitamab and omburtamab, we also believe that there are a number of alternative third-party manufacturers that have similar capabilities that would be capable of providing sufficient quantities of drug product for our planned clinical trials. However, should Patheon and/or EMD not be able to provide sufficient quantities of drug product for our planned clinical trials, we would be required to seek another contract manufacturer to provide this drug product, likely resulting in a delay in such trials.

### **Commercialization Plan**

The sales call points for our late-stage product candidates in the United States and the European Union are highly concentrated around a few major hospitals and, therefore, can be effectively serviced with a small commercial organization. Both our existing clinical trials at all the relevant sites, as well as our partnership with MSK, have already afforded us the opportunity to identify patients for our product candidates, if approved. We believe these factors position us well for commercialization.

Our management team understands the complexity of rare oncological diseases and we believe we have the necessary expertise to be a true partner to patients, caregivers, and advocacy and healthcare teams leading to shared success. As we advance our product pipeline to address larger patient populations, we intend to establish a specialty sales force and develop an organizational infrastructure to support the network of relevant hospitals, cancer centers, oncologists and other physicians as well as provide support to patients, care-givers and other healthcare providers. We plan to commercialize our future product candidates in the United States and Europe ourselves, and will evaluate strategic collaborations in select territories in order to maximize the potential of our product candidates.

As additional product candidates advance through our pipeline, our commercial plans may change. The size of the development programs, size of the target market, size of a commercial infrastructure, and manufacturing needs may all influence our strategies in the United States, the European Union and other parts of the world.

### **Competition**

The biotechnology and pharmaceutical industries generally, and the cancer drug sector specifically, are characterized by rapidly advancing technologies, evolving understanding of disease etiology, intense competition and a strong emphasis on intellectual property. While we believe that our product candidates and our knowledge and experience provide us with competitive advantages, we face substantial potential competition from many different sources, including large and specialty pharmaceutical and biotechnology companies, academic research institutions and governmental agencies and public and private research institutions.

In addition to the current standard of care for patients, commercial and academic clinical trials are being pursued by a number of parties in the field of immunotherapy. Early results from these trials have fueled continued interest in immunotherapy, which is being pursued by several biotechnology companies as well as by large pharmaceutical companies. Many of our current or potential competitors, either alone or with their collaboration partners, have significantly greater financial resources and

expertise in research and development, manufacturing, pre-clinical studies, conducting clinical trials, and marketing approved products than we do. Mergers and acquisitions in the pharmaceutical, biotechnology industries may result in even more resources being concentrated among a smaller number of our competitors. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These competitors also compete with us in recruiting and retaining qualified scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

Specifically, MacroGenics, Inc. and Daiichi Sankyo Co. are developing antibodies against B7-H3. United Therapeutics Corporation has commercialized Unituxin (dinutuximab), an antibody against GD2, in the United States. In addition, naxitamab may face competition from dinutuximab beta, a similar antibody product against GD2 developed by Apeiron Biologics AG, or Apeiron, that was approved in Europe in May 2017 to treat high-risk NB. Apeiron has announced that it has plans to file for registration of dinutuximab beta in the U.S. in the first quarter of 2019. In October 2016, EUSA Pharma (UK) Ltd., or EUSA, announced that it had acquired global commercialization rights to dinutuximab beta, which is currently being commercialized under the name Qarziba® in Europe.

## **Intellectual Property**

### ***Patent Portfolio***

We strive to protect and enhance the proprietary technology, inventions, and improvements that we believe are commercially important to our business, including seeking, maintaining, and defending patent rights, whether developed internally or licensed from our collaborators or other third parties. Our policy is to seek to protect our proprietary position by, among other methods, filing patent applications in the United States and in jurisdictions outside of the United States related to our proprietary technology, inventions, improvements, and product candidates that are important to the development and implementation of our business. We also rely on trade secrets and know-how relating to our proprietary technology and product candidates, continuing innovation, and in-licensing opportunities to develop, strengthen, and maintain our proprietary position in the field of immunotherapy. We additionally rely on data exclusivity, market exclusivity, and patent term extensions when available, and plan to seek and rely on regulatory protection afforded through orphan drug designations. Our commercial success will depend in part on our ability to obtain and maintain patent and other proprietary protection for our technology, inventions, and improvements, whether developed internally or licensed from our collaborators or other third parties; to preserve the confidentiality of our trade secrets; to maintain our licenses to use intellectual property owned by third parties; to defend and enforce our proprietary rights, including our patents; and to operate without infringing on the valid and enforceable patents and other proprietary rights of third parties.

We have in-licensed numerous patents and patent applications and substantial know-how relating to the development and commercialization of our immunotherapy product candidates, including related manufacturing processes and technology. These in-licensed patents and patent applications claim the inventions of investigators at MSK, as described in more detail in the section herein entitled "Business—Intellectual Property—MSK Agreements."

As of December 31, 2017, our patent portfolio included:

- For our naxitamab patent portfolio, we have an exclusive license from MSK to MSK's rights in two patent families. The first family consists of patents and patent applications with composition of matter claims covering humanized or chimeric antibodies or fragments thereof comprising specific sequences and capable of binding to GD2, and includes two U.S. patents, one Australian patent, two New Zealand patents, one Chinese patent, one Japanese patent, one pending patent application in the United States and six pending patent

applications in other jurisdictions, including Europe, Canada, Japan, South Korea, Hong Kong and India. We expect that any patents that issue in this first family will expire in June 2031. A core U.S. patent in this family is expected to expire on June 20, 2031. The second family consists of applications with composition of matter claims covering high affinity anti-GD2 antibodies, and includes one pending patent application in the United States and nine pending patent applications in other jurisdictions, including Europe, Canada, Australia, China, Japan, South Korea, Hong Kong, Brazil and Russia. We expect that any patents that issue in this second family will expire in March 2034.

- For our omburtamab patent portfolio, we have an exclusive license from MSK to MSK's rights in two patent families. The first family consists of patents and patent applications with composition of matter claims covering antibodies produced by a distinct hybridoma cell line, antibodies comprising specific sequences, polypeptides comprising specific sequences, and process claims covering a method of inhibiting the growth of tumor cells, a method for imaging a tumor in a subject and a method for treating a mammalian subject, and includes seven U.S. patents, one German patent, one Spanish patent, one French patent, one patent in Great Britain, one Italian patent, two Canadian patents, one pending patent application in the United States and one pending patent application in Europe. We expect that any patents that issue in this first family will expire between October 2021 and January 2026. A core U.S. patent in this family is expected to expire on January 19, 2026 and core patents in Germany, Spain, France, Great Britain and Italy in this family are expected to expire on March 6, 2023. The second family consists of patents and patent applications with process claims covering a method of improving the prognosis or prolonging the survival of a subject bearing a tumor, and includes one Chinese patent, one Indian patent, and two pending patent applications in other jurisdictions, including Europe, and Canada. We expect that any patents that issue in this second family will expire in March 2028. Core patents in China and India in this family are expected to expire on March 24, 2028.
- For our huB7-H3 patent portfolio, we have an exclusive license from MSK to MSK's rights in one patent family consisting of patent applications with composition of matter claims covering antibody agents that bind specifically to protein 2Ig-B7H3 or 4Ig-B7H3, and includes one pending patent application in the United States and 12 pending patent applications in other jurisdictions, including Europe, Canada, Australia, New Zealand, China, Japan, South Korea, Eurasia, India, Brazil, South Africa, and Hong Kong. We expect that any patents that issue in this family will expire in August 2035.
- Our Multimerization Technology patent portfolio, which *inter alia* relates to huGD2-BsAb, includes one patent family under which we have a partly exclusive license to MSK's rights in the patent application. The license is exclusive for MSK's rights in the patents rights of this family that claim products, such as bispecific antibodies which are also claimed by other patent rights licensed from MSK, and non-exclusive for patents rights of this family that claim a product that is not claimed by another patent right licensed from MSK. This family consists of patents and patent applications with composition of matter claims covering bispecific binding agents comprised of two fusion proteins, and includes one U.S. patent, one pending patent application in the United States and nine pending patent applications in other jurisdictions, including Europe, Canada, Australia, China, Japan, South Korea, Hong Kong, Russia and Brazil. We expect that any patents that issue in this first family will expire in March 2034. A core U.S. patent in this family is expected to expire on March 25, 2034.
- Our CD33 antibody patent portfolio, which includes one patent family under which we have an exclusive license from MSK to MSK's rights in the patent application. This family consists of one U.S. provisional patent application relating to anti Siglec-3 (CD33) antibodies generated from a specific principal investigator's laboratory at MSK. We expect that any patents that issue in this family will expire in April 2038, assuming a future Patent Cooperation Treaty filing.

The term of individual patents depends upon the legal term for patents in the countries in which they are granted. In most countries, including the United States, the patent term is generally 20 years from the earliest claimed filing date of a non-provisional patent application in the applicable country. In the United States, a patent's term may, in certain cases, be lengthened by patent term adjustment, which compensates a patentee for administrative delays by the United States Patent and Trademark Office, or USPTO, in examining and granting a patent, or may be shortened if a patent is terminally disclaimed over a commonly owned patent or a patent naming a common inventor and having an earlier expiration date. The Drug Price Competition and Patent Term Restoration Act of 1984, or the Hatch-Waxman Act, permits a patent term extension of up to five years beyond the expiration date of a U.S. patent as partial compensation for the length of time the drug is under regulatory review while the patent is in force. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent applicable to each regulatory review period may be extended and only those claims covering the approved drug, a method for using it or a method for manufacturing it may be extended. We cannot provide any assurance that any patent term extension with respect to any U.S. patent will be obtained and, even if obtained, what the duration of such extension may be.

Similar provisions are available in the European Union and certain other non-U.S. jurisdictions to extend the term of a patent that covers an approved drug. In the future, if and when our product candidates receive approval by the FDA or non-U.S. regulatory authorities, we expect to apply for patent term extensions on issued patents covering those products, depending upon the length of the clinical trials for each drug and other factors. The expiration dates referred to above are without regard to potential patent term extension or other market exclusivity that may be available to us. However, we cannot provide any assurances that any such patent term extension of a non-U.S. patent will be obtained and, even if obtained, the duration of such extension.

As for the immunotherapy products and processes we develop and commercialize, in the normal course of business, we intend to pursue, when possible, composition, method of use, dosing and formulation patent protection. We may also pursue patent protection with respect to manufacturing and drug development processes and technology.

Individual patents extend for varying periods of time, depending upon the date of filing of the patent application, the date of patent issuance, and the legal term of patents in the countries in which they are obtained. Generally, patents issued for applications filed in the United States are effective for 20 years from the earliest effective filing date. In addition, in certain instances, a patent term can be extended to recapture a portion of the term effectively lost as a result of the FDA regulatory review period. The restoration period cannot be longer than five years and the total patent term, including the restoration period, must not exceed 14 years following FDA approval. The duration of patents outside of the United States varies in accordance with provisions of applicable local law, but typically is also 20 years from the earliest effective filing date. Generally, as noted above, our in-licensed issued patents in all jurisdictions will expire on dates ranging from 2021 to 2031. If patents are issued on our pending patent applications, the resulting patents are projected to expire on dates ranging from 2021 to 2035 (2038 assuming the future filing of a priority claiming Patent Cooperation Treaty application). However, the actual protection afforded by a patent varies on a product-by-product basis, from country-to-country, and depends upon many factors, including the type of patent, the scope of its coverage, the availability of regulatory-related extensions, the availability of legal remedies in a particular country, and the validity and enforceability of the patent.

### **Trademarks**

We have filed an application with the USPTO to secure trademark registration for the "Y-mAbs" mark. We currently rely on our unregistered trademarks, trade names and service marks, as well as our domain names and logos, as appropriate, to market our brands and to build and maintain

brand recognition. We are seeking to register and will continue to seek to register and renew, or secure by contract where appropriate, trademarks, trade names and service marks as they are developed and used, and reserve, register and renew domain names as appropriate. However, we have not yet registered any of our trademarks, trade names or service marks with the USPTO. If we do not successfully register trademark registration for our trademarks, including the "Y-mAbs" mark, we may encounter difficulty in enforcing, or be unable to enforce, our rights in our trademarks, trade names and service marks against third parties.

### ***Trade Secrets***

We may also rely, in some circumstances, on trade secrets to protect our technology. However, trade secrets are difficult to protect. We seek to protect our technology and product candidates, in part, by entering into confidentiality agreements with those who have access to our confidential information, including our employees, contractors, consultants, collaborators, and advisors. We also seek to preserve the integrity and confidentiality of our proprietary technology and processes by maintaining physical security of our premises and physical and electronic security of our information technology systems. Although we have confidence in these individuals, organizations, and systems, agreements or security measures may be breached and we may not have adequate remedies for any breach. In addition, our trade secrets may otherwise become known or may be independently discovered by competitors. To the extent that our employees, contractors, consultants, collaborators, and advisors use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. For this and more comprehensive risks related to our intellectual property and proprietary technology, inventions, improvements and products, please see the section on "Risk Factors—Risks Related to Intellectual Property."

### ***MSK Agreements***

On August 20, 2015, we entered into the MSK License, which grants us a worldwide, sub-licensable license to MSK's rights in certain patent rights and intellectual property rights related to certain know-how to develop, make and commercialize licensed products and to perform services for all therapeutic and diagnostic uses in the field of cancer diagnostics and cancer treatments. The MSK License is exclusive with respect to MSK rights in such patent rights and tangible materials within such know-how, and nonexclusive with respect to MSK's rights in such know-how and related intellectual property rights. The patents and patent applications covered by the MSK License are directed, in part, to the naxitamab and omburtamab antibody families, including humanized and chimeric antibodies, as well as MSK's rights in BsAbs, compositions, and their respective use for immunotherapy. Upon entering into the MSK License in 2015 and in exchange for the licenses thereunder, we paid to MSK an upfront payment of \$500,000, issued 1,428,500 shares of our common stock to MSK and agreed to provide certain anti-dilution rights to MSK as further described below. In addition, we are required to pay to MSK certain royalty and milestone payments. We recorded a total expense of \$285,700 for the shares of common stock issued to MSK in 2015 based on the estimated fair value of the shares of common stock of \$0.20 per share at issuance date.

Pursuant to our MSK License and MSK CD33 License, as of December 31, 2017, we have rights to approximately 10 issued U.S. patents, approximately six pending U.S. patent applications, and other patents and patent applications in jurisdictions outside the United States. Upon entering the MSK License, we made an upfront payment to MSK, and we are required to make to MSK certain royalty payments, including minimum annual royalty payments commencing on the fifth anniversary of the MSK License, which are fully creditable against earned royalties.

The MSK License requires us to pay to MSK mid to high single-digit royalties based on annual net sales of licensed products or the performance of licensed services by us and our affiliates and sublicensees. We are required to pay annual minimum royalties of \$80,000 over the royalty term,

starting in 2020, which amounts are non-refundable but are creditable against royalty payments otherwise due thereunder. Total expensed minimum royalty payments under the MSK License were \$1,200,000 in 2016, all of which were recorded as long-term accrued liabilities as of December 31, 2016 and December 31, 2017, respectively, upon determination that the payment of such minimum royalties was probable and the amount was estimable. We are also obligated to pay to MSK certain clinical, regulatory and sales-based milestone payments under the MSK License, which payments become due upon achievement of the related clinical, regulatory or sales-based milestones. Certain of these clinical and regulatory milestone payments become due at the earlier of completion of the related milestone activity or the date indicated in the MSK License. Total potential clinical and regulatory milestones potentially due under the MSK License are \$2,450,000 and \$9,000,000, respectively. There are also sales-based milestones that become due should we achieve certain amounts of sales of licensed products resulting from the license arrangement with MSK, with total potential sales-based milestones potentially due of \$20,000,000. We have not entered into any sublicenses related to the MSK License. As product candidates progress through clinical development, regulatory approval and commercialization, certain milestone payments will come due either as a result of the milestones having been met or the passage of time even if the milestones have not been met. We will also owe MSK mid to high single digit royalties on commercial sales of our approved products, including an annual fixed minimum royalty of \$80,000 over the royalty term starting in 2020 whether or not product sales are ever achieved. In addition, to the extent we enter into sublicense arrangements, we are required to pay to MSK a percentage of certain payments that we receive from sublicensees of the rights licensed to us by MSK, which percentage will be based upon the date we receive such payments or the achievement of certain clinical milestones. Additionally, the terms of our MSK License provide that MSK is entitled to receive 40-50% of any income generated from the sale of first such PRV, and 33% of any income generated from the sale of any subsequent PRV or the sale of other comparable incentives provided by any non-U.S. jurisdiction. Additionally, the terms of our MSK CD33 License provide that MSK is entitled to receive 25% of any income generated from the sale of any PRV or the sale of other comparable incentives provided by any non-U.S. jurisdiction.

The MSK License will expire, on a country-by-country basis, and on a licensed-product-by-licensed-product or licensed-service-by-licensed-service basis, on the later of (i) the expiration of the last to expire of the patents and patent applications covering such licensed product or service in such country, (ii) the expiration of any market exclusivity period granted by a regulatory authority for such licensed product or service in such country, or (iii) 15 years from the first commercial sale of such licensed product or service in such country.

MSK may terminate the MSK License upon prior written notice in the event of our uncured material breach, or upon prior written notice if such breach is of a payment obligation. MSK may also terminate the MSK License upon written notice in the event of our bankruptcy or insolvency or our conviction of a felony relating to the licensed products, or if we challenge the validity or enforceability of any licensed patent right. In addition, we have the right to terminate the MSK License in its entirety at will upon prior written notice to MSK, but if we have commenced the commercialization of licensed products and/or licensed services we can only terminate at will if we cease all development and commercialization of such licensed products and/or licensed services.

In connection with these arrangements, on August 20, 2015 we also entered into a letter agreement with MSK pursuant to which we issued to MSK 1,428,500 shares of our common stock and agreed that if in the future we issued any shares of its capital stock, we would issue sufficient shares of common stock to MSK such that at all times prior to us obtaining equity financing equal to or greater than \$25,000,000 in the aggregate, MSK shall hold shares of our common stock equal to 12.5% of the issued and outstanding shares of common stock (assuming full conversion or exercise of all outstanding preferred stock and other convertible securities, rights, options and warrants). Following issuances of our common stock in 2016, we issued to MSK an additional 479,328 on May 20, 2016 and 520,601

shares on August 20, 2016 in order for MSK to maintain the 12.5% ownership interest. As of December 31, 2016, MSK no longer has the right to receive additional shares of our common stock under the MSK License. Our failure to meet certain conditions under the MSK License could cause the related license to such licensed product to be canceled and could result in termination of the MSK License by MSK.

On November 10, 2015, we entered into the Sponsored Research Agreement, or the SRA, with MSK pursuant to which we committed to provide aggregate research funding to MSK for a term of five years. The research will be conducted in accordance with a written plan and budget approved by the parties. MSK has granted us a non-exclusive, non-commercial, non-transferable, royalty-free license to use any inventions or discoveries developed by MSK within the scope of the information resulting from the project, for our internal, non-commercial research purposes. We have also been granted both a first option to negotiate an exclusive or non-exclusive commercial license to MSK's rights in inventions developed by MSK and a first option to negotiate an exclusive license to MSK's rights in inventions jointly developed by the parties. The term of the SRA shall continue until the activities set forth in each statement of work entered into thereunder are completed. The SRA may be terminated for convenience by either party upon prior written notice. During 2016 and 2017, we incurred research and development expenses of \$1,099,000 and \$1,160,000, respectively, under the SRA, and in the six months ended June 30, 2017 and 2018, we incurred research and development expenses of \$577,000 and \$594,000, respectively, under the SRA.

On September 20, 2016, we entered into a Master Data Services Agreement, or the MDSA, with MSK pursuant to which we committed to make certain payments to MSK annually in exchange for certain services, including transfer of clinical data and databases, regulatory files and other know-how to us by employees at MSK who are specifically assigned to assist with such services to us. Either party may terminate the MDSA upon prior written notice in the event of an uncured material breach. During 2016 and 2017, we incurred expenses of \$265,000 and \$357,000, respectively, under the MDSA, and in the six months ended June 30, 2017 and 2018, we incurred expenses of \$183,000 and \$213,000, respectively, under the MDSA.

Also, on June 21, 2017, we entered into the Investigator-Sponsored Master Clinical Trial Agreement, or the MCTA, as later amended on October 11, 2017, with MSK pursuant to which we committed to provide aggregate funding to MSK up to a certain amount for clinical studies to be conducted at MSK. Each such clinical study will be conducted in accordance with a written plan and budget and protocol approved by the parties. Under the MCTA, we and MSK have granted each other a non-exclusive, non-transferable, worldwide, royalty-free license, without right to sublicense, to use any inventions or discoveries developed by personnel of each such party, that is within the scope of the information resulting from the relevant study, for the other party's internal, non-commercial research purposes until such Invention is commercially available. We have also been granted a first option to negotiate an exclusive or non-exclusive commercial license to MSK's rights in inventions or discoveries developed by MSK personnel under this MCTA and a first option to negotiate an exclusive license to MSK's rights in inventions or discoveries jointly developed by MSK and our personnel under this MCTA. The MCTA will continue in effect through completion of the studies, and may be terminated by either party upon prior written notice. During 2017, we incurred research and development expenses of \$725,000 under the MCTA. In the six months ended June 30, 2018, we incurred research and development expenses of \$2,142,000 under the MCTA.

On June 27, 2017, we entered into two separate Core Facility Service Agreements, or CFSAs, with MSK pursuant to which we committed to make certain payments to MSK in exchange for certain laboratory services over the term of the CFSAs. Either party may terminate either of these CFSAs for any reason, or for no reason, upon prior written notice. In the event of termination of either of these CFSAs, we will make full payment to MSK for all work performed on, or expenses related to, the project up to the date of termination including all non-cancelable obligations following receipt from

MSK of any completed or in-process deliverables in connection with the project. During 2017, we incurred research and development expenses of \$195,000 under the CFSAs and in the six months ended June 30, 2017 and 2018, we incurred research and development expenses of \$70,000 and \$195,000, respectively.

On November 13, 2017, we entered into a license agreement, or the MSK CD33 License, with MSK, which grants us a worldwide, sub-licensable license to MSK's rights in certain patent rights and intellectual property rights related to certain know-how to develop, make and commercialize licensed products and to perform services for all therapeutic and diagnostic uses in the field of cancer diagnostics in connection with certain CD33 antibodies generated in a specific principal investigator's laboratory at MSK and constructs thereof. The MSK CD33 License is exclusive with respect to such patent rights and tangible materials within such know-how, and nonexclusive with respect to MSK's rights in such know-how and related intellectual property rights. As product candidates progress through clinical development, regulatory approval and commercialization, certain milestone payments will come due either as a result of the milestones having been met or the passage of time even if the milestones have not been met. Also, we will owe MSK customary royalties on commercial sales of our approved products, if any. Total potential milestones due under the MSK CD33 License are \$550,000, \$500,000 and \$7,500,000 for clinical, regulatory and sales based milestones, respectively. In addition, the MSK CD33 License contains minimum royalty payments that become due beginning in year 10 of \$40,000 per year prior, subject to increase and creditable against any royalty payments due based on sales in the future. We are required to pay mid to high single digit royalties on sales of licensed products. We also agreed to pay MSK approximately \$1,360,000 for research services related to the intellectual property licensed under the MSK CD33 License. The research services are expected to occur over the two year period immediately following the date of the MSK CD33 License.

On November 13, 2017, in connection with the MSK CD33 License, we entered into the Sponsored Research Agreement, or the CD33 SRA, with MSK pursuant to which we committed to provide aggregate research funding to MSK annually for a term of two years. The research will be conducted in accordance with a written plan and budget approved by the parties. MSK has granted us a non-exclusive, non-commercial, non-transferable, royalty-free license to use any inventions or discoveries developed by MSK within the scope of the information resulting from the research, for our internal, non-commercial research purposes. We have also been granted both a first option to negotiate an exclusive or non-exclusive commercial license to MSK's rights in inventions developed by MSK personnel and a first option to negotiate an exclusive license to MSK's rights in inventions jointly developed by the parties and our personnel. The term of the CD33 SRA shall continue until the activities set forth in each statement of work entered into thereunder are completed. The CD33 SRA may be terminated for convenience by either party upon prior written notice. During the second half of 2017, we incurred research and development expenses of \$88,000 under the CD33 SRA. During the six months ended June 30, 2018 we incurred research and development expenses of \$334,000 under the CD33 SRA (unaudited).

On July 9, 2018, we entered into the Manufacturing Agreement with MSK's Radiochemistry and Molecular Imaging Probes Core Facility, or RMIP, pursuant to which RMIP will complete specified manufacturing activities related to <sup>131</sup>I-omburtamab in connection with our Phase 2 trials for Study 101.

#### *MabVax Sublicense Agreement*

On June 27, 2018, we entered into the MabVax Sublicense, pursuant to which MabVax granted us all of the exclusive rights granted to MabVax under the MabVax-MSK License, for a bi-valent ganglioside based vaccine intended to treat NB, or the NB vaccine. MSK originally developed the NB vaccine and licensed to MabVax as part of a portfolio of anti-cancer vaccines. In 2014, MabVax was granted ODD for the vaccine for the treatment of NB. Under the terms of the MabVax Sublicense, we paid an upfront payment of \$700,000, and, if we decide to move forward with the development of the

vaccine, an additional payment of \$600,000 on the first anniversary of the MabVax Sublicense, provided that no notice of termination has been made by us before such date. We will also be responsible for any potential downstream payment obligations to MSK related to the NB vaccine that were specified in the MabVax-MSK license agreement. This includes the obligation to pay development milestones totaling \$1,400,000 and mid single-digit royalty payments to MSK. In addition, if we obtain FDA approval for the NB vaccine, then we are obligated to file with the FDA for a PRV. If the PRV is granted and subsequently sold, MabVax will receive a percentage of the proceeds from the sale thereof. The MabVax Sublicense will terminate upon the termination or expiration of the MabVax-MSK License.

## **Government Regulation**

The FDA and other regulatory authorities at federal, state, and local levels, as well as in foreign countries, extensively regulate, among other things, the research, development, testing, manufacture, quality control, import, export, safety, effectiveness, labeling, packaging, storage, distribution, record keeping, approval, advertising, promotion, marketing, post-approval monitoring, and post-approval reporting of biologics such as those we are developing. We, along with third-party contractors, will be required to navigate the various pre-clinical, clinical and commercial approval requirements of the governing regulatory agencies of the countries in which we wish to conduct studies or seek approval or licensure of our product candidates. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local, and foreign statutes and regulations require the expenditure of substantial time and financial resources.

The process required by the FDA before biologic product candidates may be marketed in the United States generally involves the following:

- completion of pre-clinical laboratory tests and animal studies performed in accordance with the FDA's cGLP regulation;
- submission to the FDA of an IND, which must become effective before clinical trials may begin and must be updated annually or when significant changes are made;
- approval by an independent Institutional Review Board, or IRB, or ethics committee at each clinical site before the trial is begun;
- performance of adequate and well-controlled human clinical trials to establish the safety, purity and potency of the proposed biologic product candidate for its intended purpose;
- preparation of and submission to the FDA of a BLA after completion of all pivotal clinical trials;
- satisfactory completion of an FDA Advisory Committee review, if applicable;
- a determination by the FDA within 60 days of its receipt of a BLA to file the application for review;
- satisfactory completion of an FDA pre-approval inspection of the manufacturing facility or facilities at which the proposed product is produced to assess compliance with cGMP and to assure that the facilities, methods and controls are adequate to preserve the biological product's continued safety, purity and potency, and of selected clinical investigations to assess compliance with current Good Clinical Practices, or cGCPs; and
- FDA review and approval of the BLA to permit commercial marketing of the product for particular indications for use in the United States, which must be updated annually when significant changes are made.

Prior to beginning the first clinical trial with a product candidate, we must submit an IND to the FDA. An IND is a request for authorization from the FDA to administer an investigational new drug product to humans. The central focus of an IND submission is on the general investigational plan and the protocol(s) for clinical studies. The IND also includes results of animal and *in vitro* studies assessing the toxicology, pharmacokinetics, pharmacology, and pharmacodynamic characteristics of the product; chemistry, manufacturing, and controls information; and any available human data or literature to support the use of the investigational product. An IND must become effective before human clinical trials may begin. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day time period, raises safety concerns or questions about the proposed clinical trial. In such a case, the IND may be placed on clinical hold and the IND sponsor and the FDA must resolve any outstanding concerns or questions before the clinical trial can begin. Submission of an IND therefore may or may not result in FDA authorization to begin a clinical trial.

A clinical trial involves the administration of the investigational product to human patients under the supervision of qualified investigators in accordance with cGCPs, which includes the requirement that all research patients provide their informed consent for their participation in any clinical study. Clinical trials are conducted under protocols detailing, among other things, the objectives of the study, the parameters to be used in monitoring safety and the effectiveness criteria to be evaluated. A separate submission to the existing IND must be made for each successive clinical trial conducted during product development and for any subsequent protocol amendments. Furthermore, an IRB for each site proposing to conduct the clinical trial must review and approve the plan for any clinical trial and its informed consent form before the clinical trial begins at that site, and must monitor the study until completed. Regulatory authorities, the IRB or the sponsor may suspend a clinical trial at any time on various grounds, including a finding that the patients are being exposed to an unacceptable health risk or that the trial is unlikely to meet its stated objectives. Some studies also include oversight by an independent group of qualified experts organized by the clinical study sponsor, known as a data safety monitoring board, which provides authorization for whether or not a study may move forward at designated check points based on access to certain data from the study and may halt the clinical trial if it determines that there is an unacceptable safety risk for patients or other grounds, such as no demonstration of efficacy. There are also requirements governing the reporting of ongoing clinical studies and clinical study results to public registries.

For purposes of BLA approval, human clinical trials are typically conducted in three sequential phases that may overlap.

- *Phase 1*—The investigational product is initially introduced into healthy human patients with the target disease or condition. These studies are designed to test the safety, dosage tolerance, absorption, metabolism and distribution of the investigational product in humans, the side effects associated with increasing doses, and, if possible, to gain early evidence on effectiveness.
- *Phase 2*—The investigational product is administered to a limited patient population with a specified disease or condition to evaluate the preliminary efficacy, optimal dosages and dosing schedule and to identify possible adverse side effects and safety risks. Multiple Phase 2 clinical trials may be conducted to obtain information prior to beginning larger and more expensive Phase 3 clinical trials.
- *Phase 3*—The investigational product is administered to an expanded patient population to further evaluate dosage, to provide statistically significant evidence of clinical efficacy and to further test for safety, generally at multiple geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk/benefit ratio of the investigational product and to provide an adequate basis for product approval.

In some cases, the FDA may require, or companies may voluntarily pursue, additional clinical trials after a product is approved to gain more information about the product. These so-called Phase 4 studies may be made a condition to approval of the BLA.

Phase 1, Phase 2 and Phase 3 testing may not be completed successfully within a specified period, if at all, and there can be no assurance that the data collected will support FDA approval or licensure of the product. Concurrent with clinical trials, companies may complete additional animal studies and develop additional information about the biological characteristics of the product candidate, and must finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things, must develop methods for testing the identity, strength, quality and purity of the final product, or for biologics, the safety, purity and potency. Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the product candidate does not undergo unacceptable deterioration over its shelf life.

#### ***BLA Submission and Review by the FDA***

Assuming successful completion of all required testing in accordance with all applicable regulatory requirements, the results of product development, non-clinical studies and clinical trials are submitted to the FDA as part of a BLA requesting approval to market the product for one or more indications. The BLA must include all relevant data available from pertinent pre-clinical and clinical studies, including negative or ambiguous results as well as positive findings, together with detailed information relating to the product's chemistry, manufacturing, controls, and proposed labeling, among other things. Data can come from company-sponsored clinical studies intended to test the safety and effectiveness of a use of the product, or from a number of alternative sources, including studies initiated by investigators. The submission of a BLA requires payment of a substantial User Fee to FDA, and the sponsor of an approved BLA is also subject to annual program fees. These fees are typically increased annually. A waiver of user fees may be obtained under certain limited circumstances.

Once a BLA has been submitted, the FDA's goal is to review the application within 10 months after it accepts the application for filing, or, if the application relates to an unmet medical need in a serious or life-threatening indication, six months after the FDA accepts the application for filing. The review process is often significantly extended by FDA requests for additional information or clarification. The FDA reviews a BLA to determine, among other things, whether a product is safe, pure and potent and the facility in which it is manufactured, processed, packed, or held meets standards designed to assure the product's continued safety, purity and potency. The FDA may convene an advisory committee to provide clinical insight on application review questions. Before approving a BLA, the FDA will typically inspect the facility or facilities where the product is manufactured. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving a BLA, the FDA will typically inspect one or more clinical sites to assure compliance with cGCP. If the FDA determines that the application, manufacturing process or manufacturing facilities are not acceptable, it will outline the deficiencies in the submission and often will request additional testing or information. Notwithstanding the submission of any requested additional information, the FDA ultimately may decide that the application does not satisfy the regulatory criteria for approval.

The testing and approval process requires substantial time, effort and financial resources, and each may take several years to complete. The FDA may not grant approval on a timely basis, or at all, and we may encounter difficulties or unanticipated costs in our efforts to secure necessary governmental approvals, which could delay or preclude us from marketing our products. After the FDA evaluates a BLA and conducts inspections of manufacturing facilities where the product will be

produced, the FDA may issue an approval letter, or a Complete Response Letter. An approval letter authorizes commercial marketing of the product with specific prescribing information for specific indications. A Complete Response Letter indicates that the review cycle of the application is complete and the application is not ready for approval. A Complete Response Letter may request additional information or clarification. The FDA may delay or refuse approval of a BLA if applicable regulatory criteria are not satisfied, require additional testing or information and/or require post-marketing testing and surveillance to monitor safety or efficacy of a product.

If regulatory approval of a product is granted, such approval may entail limitations on the indicated uses for which such product may be marketed. For example, the FDA may approve the BLA with a Risk Evaluation and Mitigation Strategy, or REMS, plan to mitigate risks, which could include medication guides, physician communication plans, or elements to assure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. The FDA also may condition approval on, among other things, changes to proposed labeling or the development of adequate controls and specifications. Once approved, the FDA may withdraw the product approval if compliance with pre- and post-marketing regulatory standards is not maintained or if problems occur after the product reaches the marketplace. The FDA may require one or more Phase 4 post-market studies and surveillance to further assess and monitor the product's safety and effectiveness after commercialization, and may limit further marketing of the product based on the results of these post-marketing studies. In addition, new government requirements, including those resulting from new legislation, may be established, or the FDA's policies may change, which could delay or prevent regulatory approval of our products under development.

A sponsor may seek approval of its product candidate under programs designed to accelerate FDA's review and approval of new drugs and biological products that meet certain criteria. Specifically, new drugs and biological products are eligible for fast track designation if they are intended to treat a serious or life-threatening condition and demonstrate the potential to address an unmet medical need for the condition. For a fast track product, the FDA may consider sections of the BLA for review on a rolling basis before the complete application is submitted if relevant criteria are met. A fast track designated product candidate may also qualify for priority review, under which the FDA sets the target date for FDA action on the BLA at six months after the FDA accepts the application for filing. Priority review is granted when there is evidence that the proposed product would be a significant improvement in the safety or effectiveness of the treatment, diagnosis, or prevention of a serious condition. If criteria are not met for priority review, the application is subject to the standard FDA review period of 10 months after FDA accepts the application for filing. Priority review designation does not change the scientific/medical standard for approval or the quality of evidence necessary to support approval.

Under the accelerated approval program, the FDA may approve a BLA on the basis of either a surrogate objective that is reasonably likely to predict clinical benefit, or on a clinical objective that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity, or prevalence of the condition and the availability or lack of alternative treatments. Post-marketing studies or completion of ongoing studies after marketing approval are generally required to verify the biologic's clinical benefit in relationship to the surrogate objective or ultimate outcome in relationship to the clinical benefit. In addition, a sponsor may seek FDA designation of its product candidate as a breakthrough therapy if the product candidate is intended, alone or in combination with one or more other drugs or biologics, to treat a serious or life-threatening disease or condition and preliminary clinical evidence indicates that the therapy may demonstrate substantial improvement over existing therapies on one or more clinically significant objectives, such as substantial treatment effects observed early in clinical development. Sponsors may request the FDA to designate a breakthrough therapy at the time of or any time after the submission of an IND, but ideally before an end-of-Phase 2 meeting with FDA. If the FDA designates a breakthrough therapy, it may take actions

appropriate to expedite the development and review of the application, which may include holding meetings with the sponsor and the review team throughout the development of the therapy; providing timely advice to, and interactive communication with, the sponsor regarding the development of the drug to ensure that the development program to gather the non-clinical and clinical data necessary for approval is as efficient as practicable; involving senior managers and experienced review staff, as appropriate, in a collaborative, cross-disciplinary review; assigning a cross-disciplinary project lead for the FDA review team to facilitate an efficient review of the development program and to serve as a scientific liaison between the review team and the sponsor; and considering alternative clinical trial designs when scientifically appropriate, which may result in smaller trials or more efficient trials that require less time to complete and may minimize the number of patients exposed to a potentially less efficacious treatment. Breakthrough designation also allows the sponsor to file sections of the BLA for review on a rolling basis.

Fast Track designation, priority review and BTD do not change the standards for approval but may expedite the development or approval process.

### ***Orphan Drugs***

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug or biologic intended to treat a rare disease or condition, defined as a disease or condition with either a patient population of fewer than 200,000 individuals in the United States, or a patient population greater than 200,000 individuals in the United States when there is no reasonable expectation that the cost of developing and making available the drug or biologic in the United States will be recovered from sales in the United States for that drug or biologic. ODD must be requested before submitting a BLA. After the FDA grants ODD, the generic identity of the therapeutic agent and its potential orphan use are disclosed publicly by the FDA.

If a product that has received ODD and subsequently receives the first FDA approval for a particular active ingredient for the disease for which it has such designation, the product is entitled to orphan product exclusivity, which means that the FDA may not approve any other applications, including a full BLA, to market the same biologic for the same indication for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan drug exclusivity or if FDA finds that the holder of the orphan drug exclusivity has not shown that it can assure the availability of sufficient quantities of the orphan drug to meet the needs of patients with the disease or condition for which the drug was designated. Orphan drug exclusivity does not prevent the FDA from approving a different drug or biologic for the same disease or condition, or the same drug or biologic for a different disease or condition. Among the other benefits of ODD are tax credits for certain research and a waiver of the BLA application user fee.

A designated orphan drug may not receive orphan drug exclusivity if it is approved for a use that is broader than the indication for which it received ODD. In addition, orphan drug exclusive marketing rights in the United States may be lost if the FDA later determines that the request for designation was materially defective or if the manufacturer is unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition.

### ***Rare Pediatric Disease Designation***

The Rare Pediatric Disease Priority Review Voucher Program, or the PRV Program, is intended to incentivize pharmaceutical companies to develop drugs for rare pediatric diseases. A company that obtains approval of an IND or a BLA for a designated rare pediatric disease may be eligible for a PRV from the FDA, which may be redeemed to obtain priority review for a subsequent new drug application or BLA by the owner of such PRV. A PRV is fully transferrable and can be sold to any company, who in turn can redeem the PRV for priority review of a marketing application in six

months, compared to the standard timeframe of approximately ten months. In December 2016, the House of Representatives approved the 21st Century Cures Act, which among other initiatives reauthorizes the PRV Program for rare pediatric diseases until 2020. A drug that receives a RPDD before October 1, 2020 continues to be eligible for a PRV if the drug is approved before October 1, 2022.

### ***Post-Approval Requirements***

Any products manufactured or distributed by us pursuant to FDA approvals are subject to pervasive and continuing regulation by the FDA, including, among other things, requirements relating to record-keeping, reporting of adverse experiences, periodic reporting, product sampling and distribution, and advertising and promotion of the product. After approval, most changes to the approved product, such as adding new indications or other labeling claims, are subject to prior FDA review and approval. There also are continuing, annual user fee requirements for any marketed products and the establishments at which such products are manufactured, as well as new application fees for supplemental applications with clinical data. Biologic manufacturers and their subcontractors are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP, which impose certain procedural and documentation requirements upon us and our third-party manufacturers. Changes to the manufacturing process are strictly regulated, and, depending on the significance of the change, may require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP and impose reporting requirements upon us and any third-party manufacturers that we may decide to use. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain compliance with cGMP and other aspects of regulatory compliance. We cannot be certain that we or our present or future suppliers will be able to comply with the cGMP regulations and other FDA regulatory requirements. If our present or future suppliers are not able to comply with these requirements, the FDA may, among other things, halt our clinical trials, require us to recall a product from distribution, or withdraw approval of the BLA.

We rely, and expect to continue to rely, on third parties for the production of clinical quantities of our product candidates, and expect to rely in the future on third parties for the production of commercial quantities. Future FDA and state inspections may identify compliance issues at our facilities or at the facilities of our contract manufacturers that may disrupt production or distribution, or require substantial resources to correct. In addition, discovery of previously unknown problems with a product or the failure to comply with applicable requirements may result in restrictions on a product, manufacturer or holder of an approved BLA, including withdrawal or recall of the product from the market or other voluntary, FDA-initiated or judicial action that could delay or prohibit further marketing. The FDA may withdraw approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information; imposition of post-market studies or clinical studies to assess new safety risks; or imposition of distribution restrictions or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of the product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters or holds on post-approval clinical studies;
- refusal of the FDA to approve pending applications or supplements to approved applications, or suspension or revocation of product license approvals;
- product seizure or detention, or refusal to permit the import or export of products; or
- injunctions or the imposition of civil or criminal penalties.

The FDA closely regulates the marketing, labeling, advertising and promotion of biologics. A company can make only those claims relating to safety and efficacy, purity and potency that are approved by the FDA and in accordance with the provisions of the approved label. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses. Failure to comply with these requirements can result in, among other things, adverse publicity, warning letters, corrective advertising and potential civil and criminal penalties. Physicians may prescribe legally available products for uses that are not described in the product's labeling and that differ from those tested by us and approved by the FDA. Such off-label uses are common across medical specialties. Physicians may believe that such off-label uses are the best treatment for many patients in varied circumstances. The FDA does not regulate the behavior of physicians in their choice of treatments. The FDA does, however, restrict manufacturer's communications on the subject of off-label use of their products.

### ***Pediatric Studies and Exclusivity***

Under the Pediatric Research Equity Act of 2003, a BLA or supplement thereto must contain data that are adequate to assess the safety and effectiveness of the product for the claimed indications in all relevant pediatric subpopulations, and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. Sponsors must also submit pediatric study plans prior to the assessment data. Those plans must contain an outline of the proposed pediatric study or studies the applicant plans to conduct, including study objectives and design, any deferral or waiver requests and other information required by regulation. The applicant, the FDA, and the FDA's internal review committee must then review the information submitted, consult with each other and agree upon a final plan. The FDA or the applicant may request an amendment to the plan at any time. For products intended to treat a serious or life-threatening disease or condition, the FDA must, upon the request of an applicant, meet to discuss preparation of the initial pediatric study plan or to discuss deferral or waiver of pediatric assessments.

The FDA may, on its own initiative or at the request of the applicant, grant deferrals for submission of some or all pediatric data until after approval of the product for use in adults, or full or partial waivers from the pediatric data requirements. Additional requirements and procedures relating to deferral requests and requests for extension of deferrals are contained in FDASIA. Unless otherwise required by regulation, the pediatric data requirements do not apply to products with orphan designation.

The FDA Reauthorization Act of 2017 established new requirements to govern certain molecularly targeted cancer indications. Any company that submits a BLA three years after the date of enactment of that statute must submit pediatric assessments with the BLA if the biologic is intended for the treatment of an adult cancer and is directed at a molecular target that FDA determines to be substantially relevant to the growth or progression of a pediatric cancer. The investigation must be designed to yield clinically meaningful pediatric study data regarding the dosing, safety and preliminary efficacy to inform pediatric labeling for the product.

Pediatric exclusivity is another type of non-patent marketing exclusivity in the United States and, if granted, provides for the attachment of an additional six months of marketing protection to the term of any existing regulatory exclusivity, including the non-patent and orphan exclusivity. This six-month exclusivity may be granted if a BLA sponsor submits pediatric data that fairly respond to a written request from the FDA for such data. The data do not need to show the product to be effective in the pediatric population studied; rather, if the clinical trial is deemed to fairly respond to the FDA's request, the additional protection is granted. If reports of requested pediatric studies are submitted to and accepted by the FDA within the statutory time limits, whatever statutory or regulatory periods of exclusivity or patent protection cover the product are extended by six months. This is not a patent term extension, but it effectively extends the regulatory period during which the FDA cannot approve another application.

### ***Other Healthcare Laws and Compliance Requirements***

Healthcare providers and third-party payors play a primary role in the recommendation and prescription of drug products that are granted regulatory approval. Arrangements with providers, consultants, third-party payors and customers are subject to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain our business and/or financial arrangements. Such restrictions under applicable federal and state healthcare laws and regulations, include the following:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons and entities from knowingly and willfully soliciting, offering, receiving or providing remuneration (including any kickback, bribe or rebate), directly or indirectly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchase, lease or order of, any good or service, for which payment may be made, in whole or in part, under a federal healthcare program such as Medicare and Medicaid;
- the federal civil and criminal false claims laws, including the civil False Claims Act, and civil monetary penalties laws, which prohibit individuals or entities from, among other things, knowingly presenting, or causing to be presented, to the federal government, claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government;
- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which created additional federal criminal laws that prohibit, among other things, knowingly and willingly executing, or attempting to execute, a scheme or making false statements in connection with the delivery of or payment for health care benefits, items, or services;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations, which also imposes obligations, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information on covered entities and their business associates that associates that perform certain functions or activities that involve the use or disclosure of protected health information on their behalf;
- the federal transparency requirements known as the federal Physician Payments Sunshine Act, under the Patient Protection and Affordable Care Act, as amended by the Health Care Education Reconciliation Act, or collectively the ACA, which requires certain manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid, or the Children's Health Insurance Program, with specific exceptions, to report annually to the Centers for Medicare & Medicaid Services, or CMS, within the U.S. Department of Health and Human Services, information related to payments and other transfers of value to physicians and teaching hospitals and information regarding ownership and investment interests held by physicians and their immediate family members; and
- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may apply to healthcare items or services that are reimbursed by non-governmental third-party payors, including private insurers.

Some state laws require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government in addition to requiring drug manufacturers to report information related to payments to physicians and other health care providers or marketing expenditures. State and foreign laws also govern the privacy and security of health information in some circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Also, the U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws generally prohibit companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business. We cannot assure you that our internal control policies and procedures will protect us from reckless or negligent acts committed by our employees, future distributors, partners, collaborators or agents. Violations of these laws, or allegations of such violations, could result in fines, penalties or prosecution and have a negative impact on our business, results of operations and reputation.

### ***Coverage and Reimbursement***

Sales of pharmaceutical products depend significantly on the availability of third-party coverage and reimbursement. Third-party payors include government health administrative authorities, managed care providers, private health insurers and other organizations. Although we currently believe that third-party payors will provide coverage and reimbursement for our product candidates, if approved, these third-party payors are increasingly challenging the price and examining the cost-effectiveness of medical products and services. In addition, significant uncertainty exists as to the reimbursement status of newly approved healthcare products. We may need to conduct expensive clinical studies to demonstrate the comparative cost-effectiveness of our products. The product candidates that we develop may not be considered cost-effective. It is time consuming and expensive for us to seek coverage and reimbursement from third-party payors. Moreover, a payor's decision to provide coverage for a drug product does not imply that an adequate reimbursement rate will be approved. Reimbursement may not be available or sufficient to allow us to sell our products on a competitive and profitable basis.

### ***Review and Approval of Medicinal Products in the European Union***

In order to market any product outside of the United States, a company must also comply with numerous and varying regulatory requirements of other countries and jurisdictions regarding quality, safety and efficacy and governing, among other things, clinical trials, marketing authorization, commercial sales and distribution of products. Whether or not it obtains FDA approval for a product, an applicant will need to obtain the necessary approvals by the comparable non-U.S. regulatory authorities before it can commence clinical trials or marketing of the product in those countries or jurisdictions. Specifically, the process governing approval of medicinal products in the European Union generally follows the same lines as in the United States. It entails satisfactory completion of pre-clinical studies and adequate and well-controlled clinical trials to establish the safety and efficacy of the product for each proposed indication. It also requires the submission to the relevant competent authorities of a marketing authorization application, or MAA, and granting of a marketing authorization by these authorities before the product can be marketed and sold in the European Union.

The Clinical Trials Directive 2001/20/EC, the Directive 2005/28/EC on Good Clinical Practice, or GCP, and the related national implementing provisions of the individual EU member states, or EU Member States govern the system for the approval of clinical trials in the European Union. Under this system, an applicant must obtain prior approval from the competent national authority of the EU Member States in which the clinical trial is to be conducted. Furthermore, the applicant may only start a clinical trial at a specific study site after the competent ethics committee has issued a favorable opinion. The clinical trial application must be accompanied by, among other documents, an investigational medicinal product dossier, or the Common Technical Document, with supporting information prescribed by Directive 2001/20/EC, Directive 2005/28/EC, where relevant the implementing national provisions of the individual EU Member States and further detailed in applicable guidance documents.

In April 2014, the new Clinical Trials Regulation, (EU) No 536/2014, or the Clinical Trials Regulation, was adopted, and is anticipated to enter into force in 2019. The Clinical Trials Regulation will be directly applicable in all the EU Member States, repealing the current Clinical Trials Directive 2001/20/EC. Conduct of all clinical trials performed in the European Union will continue to be bound by currently applicable provisions until the new Clinical Trials Regulation becomes applicable. The extent to which on-going clinical trials will be governed by the Clinical Trials Regulation will depend on when the Clinical Trials Regulation becomes applicable and on the duration of the individual clinical trial. If a clinical trial continues for more than three years from the day on which the Clinical Trials Regulation becomes applicable, the Clinical Trials Regulation will at that time begin to apply to the clinical trial.

The Clinical Trials Regulation aims to simplify and streamline the approval of clinical trials in the European Union. The main characteristics of the regulation include: a streamlined application procedure via a single entry point, the "EU portal"; a single set of documents to be prepared and submitted for the application as well as simplified reporting procedures for clinical trial sponsors; and a harmonized procedure for the assessment of applications for clinical trials, which is divided in two parts. Part I is assessed by the competent authorities of all EU Member States in which an application for authorization of a clinical trial has been submitted (EU Member States concerned). Part II is assessed separately by each EU Member State concerned. Strict deadlines have been established for the assessment of clinical trial applications. The role of the relevant ethics committees in the assessment procedure will continue to be governed by the national law of the concerned EU Member State. However, overall related timelines will be defined by the Clinical Trials Regulation.

To obtain a marketing authorization for a product under European Union regulatory systems, an applicant must submit an MAA either under a centralized procedure administered by the EMA, or one of the procedures administered by competent authorities in the EU Member States (decentralized procedure, national procedure or mutual recognition procedure). A marketing authorization may be granted only to an applicant established in the European Union. Regulation (EC) No 1901/2006 provides that prior to obtaining a marketing authorization in the European Union, applicants have to demonstrate compliance with all measures included in an EMA-approved Paediatric Investigation Plan, or PIP, covering all subsets of the pediatric population, unless the EMA has granted (1) a product-specific waiver, (2) a class waiver or (3) a deferral for one or more of the measures included in the PIP.

The centralized procedure provides for the grant of a single marketing authorization by the European Commission that is valid for all EU Member States and three of the four European Free Trade Association, or EFTA, States, Iceland, Liechtenstein and Norway. Pursuant to Regulation (EC) No 726/2004, the centralized procedure is compulsory for specific products, including for medicines produced by certain biotechnological processes, products designated as orphan medicinal products, advanced therapy products and products with a new active substance indicated for the treatment of certain diseases, including products for the treatment of cancer. For products with a new active substance indicated for the treatment of other diseases and products that are highly innovative or for which a centralized process is in the interest of patients, the centralized procedure may be optional.

Under the centralized procedure, the Committee for Medicinal Products for Human Use, or the CHMP, established at the EMA is responsible for conducting the initial assessment of a product. The CHMP is also responsible for several post-authorization and maintenance activities, such as the assessment of modifications or extensions to an existing marketing authorization. Under the centralized procedure in the European Union, the maximum timeframe for the evaluation of an MAA is 210 days, excluding clock stops, when additional information or written or oral explanation is to be provided by the applicant in response to questions of the CHMP. Accelerated evaluation might be granted by the CHMP in exceptional cases, when a medicinal product is of major interest from the point of view of public health and in particular from the viewpoint of therapeutic innovation. If the CHMP accepts such request, the time limit of 210 days will be reduced to 150 days but it is possible that the CHMP can

revert to the standard time limit for the centralized procedure if it considers that it is no longer appropriate to conduct an accelerated assessment. At the end of this period, the CHMP provides a scientific opinion on whether or not a marketing authorization should be granted in relation to a medicinal product. Within 15 calendar days of receipt of a final opinion from the CHMP, the European Commission must prepare a draft decision concerning an application for marketing authorization. This draft decision must take the opinion and any relevant provisions of EU law into account. Before arriving at a final decision on an application for centralized authorization of a medicinal product the European Commission must consult the Standing Committee on Medicinal Products for Human Use. The Standing Committee is composed of representatives of the EU Member States and chaired by a non-voting European Commission representative. The European Parliament also has a related "droit de regard". The European Parliament's role is to ensure that the European Commission has not exceeded its powers in deciding to grant or refuse to grant a marketing authorization.

Unlike the centralized authorization procedure, the decentralized marketing authorization procedure requires a separate application to, and leads to separate approval by, the competent authorities of each EU Member State in which the product is to be marketed. This application is identical to the application that would be submitted to the EMA for authorization through the centralized procedure. The reference EU Member State prepares a draft assessment and drafts of the related materials within 120 days after receipt of a valid application. The resulting assessment report is submitted to the concerned EU Member States who, within 90 days of receipt, must decide whether to approve the assessment report and related materials. If a concerned EU Member State cannot approve the assessment report and related materials due to concerns relating to a potential serious risk to public health, disputed elements may be referred to the European Commission, whose decision is binding on all EU Member States.

The mutual recognition procedure similarly is based on the acceptance by the competent authorities of the EU Member States of the marketing authorization of a medicinal product by the competent authorities of other EU Member States. The holder of a national marketing authorization may submit an application to the competent authority of an EU Member State requesting that this authority recognize the marketing authorization delivered by the competent authority of another EU Member State.

In the European Union, innovative medicinal products approved on the basis of a complete independent data package qualify for eight years of data exclusivity upon marketing authorization and an additional two years of market exclusivity pursuant to Directive 2001/83/EC. Regulation (EC) No 726/2004 repeats this entitlement for medicinal products authorized in accordance the centralized authorization procedure. Data exclusivity prevents applicants for authorization of generics of these innovative products from referencing the innovator's data to assess a generic (abbreviated) application for a period of eight years. During an additional two-year period of market exclusivity, a generic marketing authorization application can be submitted and authorized, and the innovator's data may be referenced, but no generic medicinal product can be placed on the European Union market until the expiration of the market exclusivity. The overall 10-year period will be extended to a maximum of 11 years if, during the first eight years of those 10 years, the marketing authorization holder obtains an authorization for one or more new therapeutic indications which, during the scientific evaluation prior to their authorization, are held to bring a significant clinical benefit in comparison with existing therapies. Even if a compound is considered to be a new chemical entity so that the innovator gains the prescribed period of data exclusivity, another company nevertheless could also market another version of the product if such company obtained marketing authorization based on an MAA with a complete independent data package of pharmaceutical tests, pre-clinical tests and clinical trials.

A marketing authorization has an initial validity for five years in principle. The marketing authorization may be renewed after five years on the basis of a re-evaluation of the risk-benefit balance by the EMA or by the competent authority of the EU Member State. To this end, the marketing

authorization holder must provide the EMA or the competent authority with a consolidated version of the file in respect of quality, safety and efficacy, including all variations introduced since the marketing authorization was granted, at least six months before the marketing authorization ceases to be valid. The European Commission or the competent authorities of the EU Member States may decide, on justified grounds relating to pharmacovigilance, to proceed with one further five year period of marketing authorization. Once subsequently definitively renewed, the marketing authorization shall be valid for an unlimited period. Any authorization which is not followed by the actual placing of the medicinal product on the European Union market (in case of centralized procedure) or on the market of the authorizing EU Member State within three years after authorization ceases to be valid (the so-called sunset clause).

Regulation (EC) No. 141/2000, as implemented by Regulation (EC) No. 847/2000 provides that a drug can be designated as an orphan drug by the European Commission if its sponsor can establish: that the product is intended for the diagnosis, prevention or treatment of (1) a life-threatening or chronically debilitating condition affecting not more than five in 10,000 persons in the European Union when the application is made, or (2) a life-threatening, seriously debilitating or serious and chronic condition in the European Union and that without incentives it is unlikely that the marketing of the drug in the European Union would generate sufficient return to justify the necessary investment. For either of these conditions, the applicant must demonstrate that there exists no satisfactory method of diagnosis, prevention or treatment of the condition in question that has been authorized in the European Union or, if such method exists, the drug will be of significant benefit to those affected by that condition.

Once authorized, orphan medicinal products are entitled to 10 years of market exclusivity in all EU Member States and in addition a range of other benefits during the development and regulatory review process including scientific assistance for study protocols, authorization through the centralized marketing authorization procedure covering all member countries and a reduction or elimination of registration and marketing authorization fees. However, marketing authorization may be granted to a similar medicinal product with the same orphan indication during the 10 year period with the consent of the marketing authorization holder for the original orphan medicinal product or if the manufacturer of the original orphan medicinal product is unable to supply sufficient quantities. Marketing authorization may also be granted to a similar medicinal product with the same orphan indication if this product is safer, more effective or otherwise clinically superior to the original orphan medicinal product. The period of market exclusivity may, in addition, be reduced to six years if it can be demonstrated on the basis of available evidence that the original orphan medicinal product is sufficiently profitable not to justify maintenance of market exclusivity.

In case an authorization for a medicinal product in the European Union is obtained, the holder of the marketing authorization is required to comply with a range of requirements applicable to the manufacturing, marketing, promotion and sale of medicinal products. These include:

- Compliance with the European Union's stringent pharmacovigilance or safety reporting rules must be ensured. These rules can impose post-authorization studies and additional monitoring obligations.
- The manufacturing of authorized medicinal products, for which a separate manufacturer's license is mandatory, must also be conducted in strict compliance with the applicable European Union laws, regulations and guidance, including Directive 2001/83/EC, Directive 2003/94/EC, Regulation (EC) No 726/2004 and the European Commission Guidelines for Good Manufacturing Practice. These requirements include compliance with European Union cGMP standards when manufacturing medicinal products and active pharmaceutical ingredients, including the manufacture of active pharmaceutical ingredients outside of the

European Union with the intention to import the active pharmaceutical ingredients into the European Union.

- The marketing and promotion of authorized drugs, including industry-sponsored continuing medical education and advertising directed toward the prescribers of drugs and/or the general public, are strictly regulated in the European Union notably under Directive 2001/83EC, as amended, and EU Member State laws.

On June 23, 2016, the electorate in the United Kingdom voted in favor of leaving the European Union (commonly referred to as "Brexit"). Thereafter, on March 29, 2017, the country formally notified the European Union of its intention to withdraw pursuant to Article 50 of the Treaty of Lisbon Amending the Treaty on European Union and the Treaty Establishing the European Community. The withdrawal of the United Kingdom from the European Union will take effect either on the effective date of the withdrawal agreement or, in the absence of agreement, two years after the United Kingdom provides a notice of withdrawal pursuant to the Treaty on European Union. Since the regulatory framework for pharmaceutical products in the United Kingdom covering quality, safety and efficacy of pharmaceutical products, clinical trials, marketing authorization, commercial sales and distribution of pharmaceutical products is derived from EU directives and regulations, Brexit could materially impact the future regulatory regime which applies to products and the approval of product candidates in the United Kingdom. It remains to be seen how, if at all, Brexit will impact regulatory requirements for product candidates and products in the United Kingdom.

### ***Healthcare Reform***

A primary trend in the United States healthcare industry and elsewhere is cost containment. There have been a number of federal and state proposals during the last few years regarding the pricing of pharmaceutical and biopharmaceutical products, limiting coverage and reimbursement for drugs and other medical products, government control and other changes to the healthcare system in the United States.

In March 2010, the U.S. Congress enacted the ACA, which, among other things, includes changes to the coverage and payment for drug products under government health care programs. Among the provisions of the ACA of importance to our potential product candidates are:

- an annual, nondeductible fee on any entity that manufactures or imports specified branded prescription drugs and biologic agents, apportioned among these entities according to their market share in certain government healthcare programs;
- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to certain individuals with income at or below 133% of the federal poverty level, thereby potentially increasing a manufacturer's Medicaid rebate liability; and
- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research.

Other legislative changes have been proposed and adopted in the United States since the ACA was enacted. In August 2011, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers up to two percent (2%) per fiscal year, which went into effect in April 2013 and will remain in effect through 2024 unless additional Congressional action is taken.

Since its enactment, there have been numerous legal challenges and Congressional actions to repeal and replace provisions of the ACA. Some of the provisions of the ACA have yet to be implemented, and there have been legal and political challenges to certain aspects of the ACA. Since January 2017, President Trump has signed two executive orders and other directives designed to delay, circumvent, or loosen certain requirements mandated by the ACA. Moreover, the Tax Reform Bill was enacted on December 22, 2017, and includes a provision repealing, effective January 1, 2019, the tax-based shared responsibility payment imposed by the ACA on certain individuals who fail to maintain qualifying health coverage for all or part of a year that is commonly referred to as the "individual mandate". Congress may consider other legislation to repeal or replace additional elements of the ACA. We continue to evaluate the effect that the ACA, the repeal of the individual mandate, and any additional repeal and replacement efforts may have on our business but expect that the ACA, as currently enacted or as it may be amended in the future, and other healthcare reform measures that may be adopted in the future could have a material adverse effect on our industry generally and on our ability to maintain or increase sales of our existing products that we successfully commercialize or to successfully commercialize our product candidates, if approved. In addition to the ACA, there will continue to be proposals by legislators at both the federal and state levels, regulators and third party payors to keep healthcare costs down while expanding individual healthcare benefits.

## **Employees**

As of June 30, 2018, we had 23 full time employees. The members of our management team are employed by both our company and Y-mAbs Therapeutics A/S, our wholly owned Danish subsidiary. As our development and commercialization plans and strategies develop, we intend to continue adding a number of additional managerial, operational, sales, marketing, financial, and other personnel. None of our employees are represented by labor unions or covered by collective bargaining agreements. We consider our relationship with our employees to be good.

## **Facilities**

Our corporate headquarters are located in New York, New York, where we currently lease 4,312 square feet pursuant to a new lease agreement dated as of January 10, 2018, which expires five years from the date we first begin to occupy the premises.

Our wholly owned Danish subsidiary, Y-mAbs Therapeutics A/S, leases approximately 7,373 square feet of office space in Rungsted Kyst, Denmark pursuant to a lease agreement dated February 2, 2018, which expires on March 1, 2021 and may subsequently be cancelled by us with six months notice by September 2021. The landlord may not terminate the lease until March 1, 2024.

We believe that suitable additional or alternative space for either location would be available as required in the future on commercially reasonable terms.

We believe that suitable additional or alternative space for both our U.S. and Danish locations would be available as required in the future on commercially reasonable terms.

## **Legal Proceedings**

From time to time, we may become involved in legal proceedings arising in the ordinary course of our business. We are not currently subject to any legal proceedings, and we are not aware of any pending or threatened legal proceeding against us that we believe could have an adverse effect on our business, operating results or financial condition.

**MANAGEMENT****Executive Officers and Directors**

Our executive officers and directors, and their ages and positions as of June 30, 2018 are as set forth below:

<b>Name</b>	<b>Age</b>	<b>Position</b>
<b>Executive Officers</b>		
Thomas Gad <sup>(3)</sup>	48	Founder, Chairman of the Board of Directors, President, Head of Business Development
Claus Juan Møller San Pedro, M.D., Ph.D.	56	Chief Executive Officer and Director
Bo Kruse	46	Executive Vice President, Secretary, Treasurer, Chief Financial Officer and Director
Torben Lund-Hansen, Ph.D.	67	Senior Vice President and Head of Technical Operations
Steen Lisby, M.D., DMSc	54	Senior Vice President and Chief Medical Officer
Joris Wiel Jan Wilms	44	Senior Vice President and Chief Operating Officer
<b>Non-Employee Directors</b>		
Johan Wedell-Wedellsborg <sup>(2)</sup>	48	Director
Gregory Raskin, M.D. <sup>(1)(3)</sup>	45	Director
Michael Buschle, Ph.D. <sup>(2)(3)</sup>	58	Director
James I. Healy, M.D. <sup>(2)</sup>	53	Director
Ashutosh Tyagi, M.D. <sup>(1)</sup>	42	Director
David N. Gill <sup>(1)</sup>	63	Director

(1) Member of audit committee.

(2) Member of compensation committee.

(3) Member of nominating and corporate governance committee.

**Executive Officers**

**Thomas Gad** founded our company in April 2015 and has served as our Chairman, President and Head of Business Development and Strategy and as a member of our board of directors since our inception. Mr. Gad founded our company inspired by his daughter, who went through six years of various cancer treatments before receiving breakthrough cancer immunotherapy at MSK and overcoming high-risk NB. He was also responsible for securing executive management and seed capital for our company. Mr. Gad has more than 12 years of industry experience in the pharmaceutical industry, including business development, senior management, financing and licensing negotiations and manufacturing site qualification. Mr. Gad was the founder and sole owner of Y-mAbs Holding, ApS, a personal holding company involved in research and development activities in the pharmaceutical industry from 2014 until the company was placed in liquidation proceedings in 2015. This company is unrelated to our company. He was the co-founder of Singad Pharma, a Danish specialty pharmaceutical and distribution company, from 2003 to 2013. Prior to that, Mr. Gad worked with Aspen Capital Partners/FFC A/S in investment banking from 1998 to 2003 and has extensive experience in raising capital for publicly listed companies. Mr. Gad has a Bachelor of Science in Business Administration from Pepperdine University.

**Claus Juan Møller San Pedro, M.D., Ph.D.** has served as our Chief Executive Officer since June 2015. Dr. Møller was the founder of Azanta A/S, or Azanta, a Danish specialty biopharmaceutical

company and its Chief Executive Officer from 2009 to 2015. In addition, Dr. Møller co-founded Genmab A/S, or Genmab, one of the largest European biopharmaceutical companies in 1999, where he served as Executive Vice President and Chief Operating Officer until 2008. Dr. Møller has also held previous executive management positions at various biopharmaceutical companies, including Executive Vice President, Chief Medical and Chief Operating Officer of OXiGENE, Inc., and Medical Director of Synthelabo Scandinavia. Dr. Møller received his M.D. and Ph.D. degrees from the University of Copenhagen.

**Bo Kruse** has served as our Executive Vice President, Secretary, Treasurer and Chief Financial Officer since June 2015. Mr. Kruse has broad international finance experience, including knowledge of capital markets, accounting and other financing activities. Prior to joining our company, Mr. Kruse was Azanta's Chief Financial Officer from 2009 to 2015. Further, Mr. Kruse served as Genmab's Vice President and Chief Financial Officer from 2005 to 2008 and in a number of other positions, including as Vice President and Chief Accounting Officer from 2000 to 2005. During his tenure at Genmab, Mr. Kruse was directly involved in several financing rounds, including Genmab's initial public offering in 2000. Mr. Kruse has a Master's of Science in Business Economics and Auditing from the Copenhagen Business School.

**Torben Lund-Hansen, Ph.D.** has served as our Senior Vice President, Head of Technical Operations since January 2016. Dr. Lund-Hansen has substantial experience in antibody process development, commercial manufacturing and global project management. Dr. Lund-Hansen was Vice President and Head of Manufacturing from 2002 to 2006, Vice President and Head of Manufacturing and Preclinical Safety from 2006 to 2008, Senior Vice President, Technical Operations from 2008 to 2009 at Genmab and President and Treasurer at Genmab MN Inc. from 2008 to 2009. At Genmab, Dr. Lund-Hansen was responsible for outsourcing of clinical and commercial drug substance and drug product manufacturing. He was also President and Treasurer from 2008 to 2009 of Genmab MN Inc., a wholly owned subsidiary of Genmab located near Minneapolis-St. Paul, Minnesota. Dr. Lund-Hansen was the owner of Lund-Hansen Consulting ApS from 2009 to 2016, where he provided consulting services related to manufacturing processes for biopharmaceutical-related industries. Dr. Lund-Hansen has been responsible for compiling technical Chemistry, Manufacturing, and Controls, or CMC, documentation packages submitted to global regulatory agencies followed by approval and launch of several biologics. Dr. Lund-Hansen received his M.Sc. and Ph.D. from the University of Copenhagen.

**Steen Lisby, M.D., DMSc** joined our company in June 2017 as our Senior Vice President and Chief Medical Officer. Dr. Lisby has extensive clinical and scientific experience, and is the author of over 50 scientific peer-reviewed publications in clinical research. Previously, Dr. Lisby was Vice President, Head of Medical at Genmab A/S from 2014 to 2017 and also held other positions there including Senior Medical Director from 2010 to 2014, Medical Director from 2008 to 2010 and Medical Advisor from 2004 to 2007. Dr. Lisby received his M.D. degree from the University of Copenhagen and is a named inventor on seven patent applications.

**Joris Wiel Jan Wilms** has served as our Senior Vice President and Chief Operating Officer since November 2017. Mr. Wilms joined our company in July 2016 as Vice President and Head of Clinical Operations and has extensive industry experience in clinical development, primarily within oncology and hematology indications. Mr. Wilms was at KLIFO A/S, or KLIFO, from 2010 to 2016, where he served as Vice President—Clinical Trial Services and Pharmacovigilance Services, and at Genmab from 2004 to 2010, where he served as Associate Director of Clinical Development from 2008 to 2010. At KLIFO and Genmab, he was responsible for overseeing several first-in-human studies and pivotal clinical trials, leading to the approval of two monoclonal antibody-based products. Mr. Wilms received his M.Sc. in Pharmacy from the University of Groningen in The Netherlands.

## Non-Employee Directors

Information regarding the members of our Board of Directors who are not also executive officers is set forth below:

Johan Wedell-Wedellsborg has been a member of our Board of Directors since September 2015. Mr. Wedell-Wedellsborg has been the owner and Chairman of the Board of Weco Group A/S, or Weco, one of our principal stockholders, since May 2001. Weco is involved in shipping, investments in biotechnology companies, real estate investments and the financial services industry. Mr. Wedell-Wedellsborg is also the majority owner of WG Biotech ApS, another one of our principal stockholders. We believe that Mr. Wedell-Wedellsborg is qualified to serve on our Board of Directors due to his educational background, his extensive business experience and his experience in investing in the biotechnology and life sciences industry. Mr. Wedell-Wedellsborg is a member of our Compensation Committee.

Gregory Raskin, M.D. has been a member of our Board of Directors since September 2015. Dr. Raskin is Vice President, Technology Development at Memorial Sloan Kettering Cancer Center, where he has worked since 2012. Dr. Raskin holds a B.A. in Molecular Biophysics and Biochemistry and an M.D. from Yale University. We believe that Dr. Raskin is qualified to serve on our Board of Directors due to his educational background and extensive experience in working in the biotechnology and life sciences industry. Dr. Raskin is a member of our Audit Committee and our Nominating and Corporate Governance Committee.

Michael Buschle, Ph.D. has been a member of our Board of Directors since October 2017. Dr. Buschle has over 25 years of experience in the biotechnology and pharmaceutical industry and related research. Since June 2017, Dr. Buschle has been a consultant and venture partner of HBM Partners AG, a private asset management firm that focuses on biopharmaceutical and other healthcare-related companies in Europe, North America, India and other emerging markets. From April 2006 to December 2016, Dr. Buschle held various positions of increasing seniority with Glenmark Pharmaceuticals Ltd., or Glenmark, including President Biologics and Chief Scientific Officer. Prior to Glenmark, Dr. Buschle held various positions at Intercell AG, or Intercell, a biopharmaceutical company of which he was one of the Co-Founders, including Chief Scientific Officer. Prior to forming Intercell, Dr. Buschle held a position at the pharmaceutical company Boehringer Ingelheim GmbH, Vienna. Dr. Buschle's scientific career has included work at the Royal Free Hospital School of Medicine, London, United Kingdom, the St. Jude Children's Research Hospital, Memphis, Tennessee and at the Boehringer Ingelheim-owned Institute of Molecular Pathology, Vienna, Austria. Dr. Buschle holds a Doctorate from the University of London and is the holder of several patents in the field of biotechnology. We believe Dr. Buschle is qualified to serve on our Board of Directors due to his educational background and extensive experience in investing and working in the biotechnology and life sciences industry, as well as his prior service as a senior-level executive in a number of pharmaceutical and biotechnology communities. Dr. Buschle is a member of our Compensation Committee and our Nominating and Corporate Governance Committee.

James I. Healy, M.D., Ph.D. has served as a member of our board of directors since November 2017. Dr. Healy has been a general partner at Sofinnova Ventures, a venture capital firm, since 2000. Prior to Sofinnova Ventures, Dr. Healy held various positions at Sanderling Ventures, a venture capital firm, Bayer Healthcare Pharmaceuticals (as successor to Miles Laboratories), a research based pharmaceutical company and ISTA Pharmaceuticals, Inc., a company specializing in ophthalmic pharmaceutical products. Dr. Healy is currently on the board of directors of Ascendis Pharma A/S, Coherus BioSciences, Inc., Edge Therapeutics, Inc., Obseva SA, Natera, Inc., NuCana plc and several private companies. Previously, Dr. Healy served as a board member of Auris Medical Holding AG, Anthera Pharmaceuticals, Inc., Amarin Corporation plc, Durata Therapeutics, Inc., InterMune, Inc., KaloBios Pharmaceuticals, Inc., Hyperion Therapeutics, Inc., and a number of private companies.

Dr. Healy holds a Bachelor of Arts in Molecular Biology and Scandinavian Studies from the University of California at Berkeley, and an M.D. and Ph.D. in Immunology from Stanford University School of Medicine. Our board of directors believes that Dr. Healy is qualified to serve as a director due to his significant medical background, extensive experience investing and working in the life science industry, and his extensive service on the boards of directors of other public and private life sciences companies. Dr. Healy currently serves as the chair of our compensation committee.

Ashutosh Tyagi, M.D. has been a member of our Board of Directors since November 2017, representing Scopia Capital Management LP, or Scopia Capital, an institutional alternative asset management firm with over \$6 billion of assets under management. Scopia Capital is the investment manager of two of our major stockholders. Dr. Tyagi has been with Scopia Capital since 2010 and a partner since 2012. At Scopia Capital, Dr. Tyagi manages global health care investments and is a Co-Portfolio Manager of Scopia Capital's health care funds. Dr. Tyagi received a B.A. in Asian Studies from the University of Michigan, an MBA from the University of Michigan Business School and an M.D. from the University of Michigan School of Medicine. We believe that Dr. Tyagi is qualified to serve on our Board of Directors due to his educational background and his extensive experience in investing and working in the biotechnology and life sciences industry. Dr. Tyagi is a member of our Audit Committee.

David N. Gill has been a member of our Board of Directors since December 2017. Mr. Gill was Chief Financial Officer of EndoChoice Holdings, Inc., a publicly traded medical device company, from August 2014 until it was sold to Boston Scientific Corporation in November 2016, and served as President and Chief Operating Officer of EndoChoice Holdings, Inc. from March 2016 to November 2016. He was the Chief Financial Officer of INC Research Holdings Inc., a clinical research organization, from February 2011 to August 2013, and served as a board member and audit committee chairman of INC Research Holdings Inc. from 2007 to 2010. From March 2009 to February 2011, Mr. Gill was the Chief Financial Officer of TransEnterix, Inc., a then private medical device company. Mr. Gill was Chief Financial Officer and Treasurer of NxStage Medical, Inc., a publicly traded dialysis equipment company, from July 2005 to November 2006. Mr. Gill served as Senior Vice President and Chief Financial Officer of CTI Molecular Imaging, Inc., a publicly traded medical imaging company, from January 2002 to May 2005, until its sale to Siemens AG. Since February 2015, he has served as a director and chair of the audit committee of Histogenics Inc., a publicly traded cellular therapy company. Mr. Gill has also served as a director and chair of the audit committee of Melinta Therapeutics, Inc. (formerly Cempra, Inc.), a publicly traded pharmaceutical company focused on infectious disease, since April 2012. From 2006 to 2011, he served on several public and private company boards of directors, including those of LeMaitre Vascular, a publicly traded medical device company, and IsoTis, Inc., a publicly traded orthobiologics company that was acquired by Integra LifeSciences Holdings Corporation in October 2007. Mr. Gill holds a B.S. degree, cum laude, in Accountancy from Wake Forest University and an MBA with honors from Emory University. Mr. Gill was formerly a certified public accountant. We believe that Mr. Gill is qualified to serve as a director due to his education and experience in accounting and finance, his extensive experience as an executive in the biotechnology industry, his prior service as a senior-level executive in mature biotechnology companies and his service as a director of various publicly traded companies. Mr. Gill serves as Chair of our Audit Committee.

#### **Board Composition and Election of Directors**

As of the date hereof, our board of directors consists of nine members. Our directors hold office until their successors have been elected and qualified, or until the earlier of their resignation, removal or death.

The members of our board of directors were elected in compliance with certain voting provisions contained in a stockholders agreement among us and our stockholders. The stockholders

agreement will terminate by its terms upon the completion of this offering and we will have no further contractual obligations regarding the election of our directors. See "Certain Relationships and Related Party Transactions." Our directors hold office until their successors have been elected and qualified or until their earlier death, resignation or removal. There are no family relationships among any of our directors or executive officers.

### **Staggered Board**

Our amended and restated certificate of incorporation will provide that our board of directors will be divided into three classes of directors, with the classes as nearly equal in number as possible. Upon completion of this offering, each of these classes will be comprised of the following directors:

- Our Class I directors will be \_\_\_\_\_ ;
- Our Class II directors will be \_\_\_\_\_ ; and
- Our Class III directors will be \_\_\_\_\_ .

Subject to any earlier resignation or removal in accordance with the terms of our amended and restated certificate of incorporation and amended and restated bylaws that we expect to be in effect upon the closing of this offering, our Class I directors will serve until the first annual meeting of stockholders following the completion of this offering; our Class II directors will serve until the second annual meeting of stockholders following the completion of this offering; and our Class III directors will serve until the third annual meeting of stockholders following the completion of this offering.

Our amended and restated certificate of incorporation will provide that the number of our directors shall be fixed from time to time by a resolution of our board of directors. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class shall consist of one third of the board of directors.

### **Director Independence**

Applicable Nasdaq Stock Market, or Nasdaq, rules require a majority of a listed company's board of directors to be comprised of independent directors within one year of listing. In addition, the Nasdaq rules require that, subject to specified exceptions, each member of a listed company's audit, compensation and nominating and corporate governance committees be independent. Audit committee members must also satisfy the independence criteria set forth in Rule 10A-3 under the Exchange Act, and compensation committee members must also satisfy the independence criteria set forth in Rule 10C-1 under the Exchange Act. Under applicable Nasdaq rules, a director will only qualify as an "independent director" if, in the opinion of the listed company's board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. In order to be considered independent for purposes of Rule 10A-3, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee, accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries or otherwise be an affiliated person of the listed company or any of its subsidiaries. In order to be considered independent for purposes of Rule 10C-1, the board must consider, for each member of a compensation committee of a listed company, all factors specifically relevant to determining whether a director has a relationship to such company which is material to that director's ability to be independent from management in connection with the duties of a compensation committee member, including, but not limited to: the source of compensation of the director, including any consulting, advisory or other compensatory fee paid by such company to the director; and whether the director is affiliated with the company or any of its subsidiaries or affiliates.

In April 2018, our board of directors undertook a review of the composition of our board of directors and its committees and the independence of each director. Based upon information requested from and provided by each director concerning his or her background, employment and affiliations, including family relationships, our board of directors has determined that each of Dr. Healy, Dr. Buschle, Dr. Tyagi and Mr. Gill is an "independent director" as defined under applicable Nasdaq rules, including, in the case of all the members of our audit committee, the independence criteria set forth in Rule 10A-3 under the Exchange Act, and in the case of all the members of our compensation committee, the independence criteria set forth in Rule 10C-1 under the Exchange Act. In making such determination, our board of directors considered the relationships that each such non-employee director has with our company and all other facts and circumstances that our board of directors deemed relevant in determining his or her independence, including the beneficial ownership of our capital stock by each non-employee director. Mr. Gad, Dr. Møller and Mr. Kruse are not independent directors under these rules because they are executive officers of the company and Mr. Wedell-Wedellsborg and Dr. Raskin are not independent directors because they are affiliates of two of our principal shareholders, WG Biotech ApS, or WG Biotech, and MSK, respectively.

### **Board Committees**

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee. Each of these committees will operate under a charter that has been approved by our board of directors. The composition of each committee will be effective as of the date of this prospectus.

### ***Audit Committee***

The members of our audit committee are Mr. Gill, Dr. Raskin and Dr. Tyagi. Mr. Gill is the chair of the audit committee. Effective as of the date of this prospectus, our audit committee's responsibilities will include:

- appointing, approving the compensation of, and assessing the independence of our registered public accounting firm;
- overseeing the work of our independent registered public accounting firm, including through the receipt and consideration of reports from that firm;
- reviewing and discussing with management and our independent registered public accounting firm our annual and quarterly financial statements and related disclosures;
- monitoring our internal control over financial reporting, disclosure controls and procedures and code of business conduct and ethics;
- overseeing our internal audit function, if any;
- discussing our risk assessment and risk management policies;
- establishing policies regarding hiring employees from our independent registered public accounting firm and procedures for the receipt and retention of accounting-related complaints and concerns;
- meeting independently with our internal auditing staff, if any, our independent registered public accounting firm and management;
- reviewing and approving or ratifying any related person transactions; and
- preparing the audit committee report required by the SEC rules.

All audit and non-audit services, other than *de minimis* non-audit services, to be provided to us by our independent registered public accounting firm must be approved in advance by our audit committee.

Our board of directors has determined that Mr. Gill is an "audit committee financial expert" as defined in applicable SEC rules and that each of the members of our audit committee possesses the financial sophistication required for audit committee members under Nasdaq rules. We believe that the composition of our audit committee will meet the requirements for independence under current Nasdaq and SEC rules and regulations.

#### ***Compensation Committee***

The members of our compensation committee are Dr. Buschle, Dr. Healy and Mr. Wedell-Wedellsborg. Dr. Healy is the chair of the compensation committee. Effective as of the date of this prospectus, our compensation committee's responsibilities will include:

- reviewing and approving, or making recommendations to our board of directors with respect to, the compensation of our chief executive officer and our other executive officers;
- overseeing an evaluation of our senior executives;
- reviewing and making recommendations to our board of directors with respect to our incentive-compensation and equity-based compensation plans;
- overseeing and administering our equity-based plans;
- reviewing and making recommendations to our board of directors with respect to director compensation;
- reviewing and discussing annually with management our "Compensation Discussion and Analysis" disclosure if and to the extent then required by SEC rules; and
- preparing the compensation committee report if and to the extent then required by SEC rules.

We believe that the composition of our compensation committee will meet the requirements for independence under current Nasdaq and SEC rules and regulations.

#### ***Nominating and Corporate Governance Committee***

The members of our nominating and corporate governance committee are Mr. Gad, Dr. Buschle, and Dr. Raskin. Mr. Gad is the chair of the nominating and corporate governance committee. Effective as of the date of this prospectus, our nominating and corporate governance committee's responsibilities will include:

- identifying individuals qualified to become members of our board of directors;
- recommending to our board of directors the persons to be nominated for election as directors and to each of our board's committees;
- developing and recommending to our board of directors corporate governance principles; and
- overseeing an annual evaluation of our board of directors.

We believe that the composition of our nominating and corporate governance committee will meet the requirements for independence under current Nasdaq and SEC rules and regulations.

### **Compensation Committee Interlocks and Insider Participation**

None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee, or other committee serving an equivalent function, of any other entity that has one or more of its executive officers serving as a member of our board of directors or our compensation committee. None of the members of our compensation committee is, or has ever been, an officer or employee of our company.

### **Code of Business Conduct and Ethics**

We have adopted a written code of business conduct and ethics that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. Following this offering, we will post a copy of the code on the Corporate Governance section of our website. If we make any substantive amendments to, or grant any waivers from, the code of business conduct and ethics for any officer or director, we will disclose the nature of such amendment or waiver on our website or in a current report on Form 8-K.

**EXECUTIVE AND DIRECTOR COMPENSATION**

This section describes the material elements of compensation awarded to, earned by or paid to each of our named executive officers in 2017, and to each of our non-employee directors in 2017. We are an "emerging growth company" within the meaning of the JOBS Act, and have elected to comply with the reduced compensation disclosure requirements available to emerging growth companies under the JOBS Act. Our named executive officers for 2017 were Thomas Gad, Dr. Claus Juan Møller San Pedro, and Bo Kruse. This section also provides certain qualitative information regarding the manner and context in which compensation is awarded to and earned by our named executive officers and is intended to place in perspective the data presented in the tables and narrative that follow.

In preparing to become a public company, we have begun a thorough review of all elements of our executive compensation program, including the function and design of our equity incentive programs. We have begun, and we expect to continue in the coming months, to evaluate the need for revisions to our executive compensation program to ensure our program is competitive with the companies with which we compete for executive talent and is appropriate for a public company.

**Summary Compensation Table**

The following table shows the total compensation paid or accrued during the fiscal year ended December 31, 2017, to our Chief Executive Officer and our two next most highly compensated executive officers who earned more than \$100,000 during the fiscal year ended December 31, 2017, and were serving as executive officers as of such date. No option or other equity awards were granted to such executive officers during 2017.

<u>Name and Principal Position</u>		<u>Salary (\$)</u>	<u>Bonus (\$)<sup>(1)</sup></u>	<u>Option Awards (\$)</u>	<u>All Other Compensation (\$)<sup>(2)</sup></u>	<u>Total (\$)</u>
Thomas Gad <i>Founder, Chairman, President and Head of Business Development</i>	2017	\$ 350,004	\$ 148,750	\$ 0	\$ 98,883	\$ 597,637
Dr. Claus Juan Møller San Pedro M.D., Ph.D. <i>Chief Executive Officer</i>	2017	\$ 409,561 <sup>(3)</sup>	\$ 170,000	\$ 0	\$ 85,031	\$ 664,592
Bo Kruse <i>Executive Vice President, Secretary, Treasurer and Chief Financial Officer</i>	2017	\$ 317,926	\$ 127,000	\$ 0	\$ 1,031	\$ 445,957

- (1) Except where noted otherwise, the amounts reported in the "Bonus" column represent discretionary annual cash bonuses awarded to our named executive officers. Our named executive officers have not received any non-cash compensation in lieu of salary or bonus.
- (2) Each of Mr. Gad, Dr. Møller and Mr. Kruse serves as a member of our board of directors but do not receive any additional compensation for their service as a director. Amounts in this column include a monthly housing allowance of \$7,000 to cover rental expenses associated with the U.S. residence for each of Mr. Gad and Dr. Møller, as well as approximately \$14,000 of one time moving and storage expenses for Mr. Gad. Amounts also include certain insurance premiums and technology expenses paid for by us.
- (3) 60% of Dr. Møller's base salary is paid to him from our U.S. office and the remaining 40% is paid to him from our Danish office.

## **Narrative to Summary Compensation Table**

### ***Base Salary***

In 2017, we paid annual base salaries of \$350,004 to Mr. Gad, \$409,561 to Dr. Møller, and \$317,926 to Mr. Kruse. 100% of Mr. Gad's base salary is paid to him from our U.S. office. 60% of Dr. Møller's base salary is paid to him from our U.S. office and the remaining 40% is paid to him from our Danish office. 100% of Mr. Kruse's base salary is paid to him from our Danish office. Further, in April 2018, our board of directors raised the base salary of each of Mr. Gad, Dr. Møller and Mr. Kruse to \$395,000, \$470,000 and \$345,000, respectively, effective as of January 1, 2018.

We use base salaries to recognize the experience, skills, knowledge and responsibilities required of all our employees, including our named executive officers. None of our named executive officers is currently party to an employment agreement or other agreement or arrangement that provides for automatic or scheduled increases in base salary. For additional information regarding the employment agreements of our named executive officers, see the subsection entitled "—Employment Agreements".

### ***Annual Bonus***

We do not have a formal performance-based bonus plan. From time to time, our board of directors has approved discretionary annual cash bonuses to our named executive officers with respect to their prior year performance. In April 2018, our board of directors approved cash bonuses for Mr. Gad, Dr. Møller and Mr. Kruse in the amounts of \$148,750, \$170,000 and \$127,000, respectively, for services performed during 2017. Such amounts were paid in May 2018. The annual incentive cash bonus has a target of 50% of the named executive officer's annual base salary and may be increased if our board of directors determines that the named executive officer has exceeded the performance objectives that year.

### ***Equity Incentives***

Although we do not have a formal policy with respect to the grant of equity incentive awards to our named executive officers or any formal equity ownership guidelines applicable to them, we believe that equity grants provide our named executive officers with a strong link to our long-term performance, create an ownership culture and help to align the interests of our named executive officers and our stockholders. In addition, we believe that equity grants with a time-based vesting feature promote executive retention because this feature incentivizes our named executive officers to remain in our employment during the vesting period. Accordingly, our board of directors periodically reviews the equity incentive compensation of our named executive officers and from time to time may grant equity incentive awards to them in the form of stock options under the 2015 Plan, which may be granted as either incentive stock options or nonstatutory stock options.

### ***Description of Option Awards***

On October 21, 2016, Mr. Gad, Dr. Møller and Mr. Kruse each received options to purchase 166,000, 200,000 and 133,000 shares, respectively, of our common stock at an exercise price of \$4.38 per share. The shares subject to each option will vest and become exercisable based on our "Standard Vesting Schedule" of 25% on the one-year anniversary of the date of grant, and 1/48<sup>th</sup> of the total shares subject to the option award vesting on the same day of the month as the grant date over the course of the next three years, subject to the executive's continued employment on each vesting date.

On December 14, 2016, Mr. Gad, Dr. Møller and Mr. Kruse each received options to purchase 16,000, 18,000 and 14,000 shares, respectively, of our common stock at an exercise price of \$8.50 per share, subject to our Standard Vesting Schedule.

Mr. Gad, Dr. Møller and Mr. Kruse did not receive any option or other equity awards in 2017. In April 2018, Mr. Gad, Dr. Møller and Mr. Kruse received option grants of 100,000, 125,000 and 75,000 shares of common stock, respectively, at an exercise price of \$11.16 per share. The shares subject to each option will vest and become exercisable based on our "Standard Vesting Schedule" of 25% on the one-year anniversary of the date of grant, and 1/48<sup>th</sup> of the total shares subject to the options award vesting on the same day of the month as the grant date over the course of the next three years, subject to the executive's continued employment on each vesting date.

In the event of a change of control, as defined in the 2015 Plan (as summarized below), each option granted to Mr. Gad, Dr. Møller and Mr. Kruse on October 21, 2016, December 14, 2016 and April 24, 2018 under the 2015 Plan will fully vest and become immediately exercisable.

In the event Mr. Gad, Dr. Møller or Mr. Kruse's employment is terminated by us without "cause" or by either Mr. Gad, Dr. Møller or Mr. Kruse for "good reason", or by their "retirement" or "disability", as such terms are defined in the 2015 Plan (with respect to good reason, as summarized below), or by death, the options granted to Mr. Gad, Dr. Møller and Mr. Kruse on December 14, 2016 will continue to vest and become exercisable in accordance with our Standard Vesting Schedule. However, if Mr. Gad, Dr. Møller or Mr. Kruse's employment is terminated for cause or by either Mr. Gad, Dr. Møller or Mr. Kruse voluntarily (other than for retirement), the options granted to Mr. Gad, Dr. Møller and Mr. Kruse on December 14, 2016 will terminate immediately and will not become exercisable. For Mr. Gad and Mr. Kruse's October 21, 2016 option award, upon termination of employment, the option will be exercisable for three months following termination, unless due to disability, in which case the option will remain exercisable for twelve months following termination, or death, in which case the option will remain exercisable for six months.

As defined in the 2015 Plan:

- "change of control" generally means (1) the acquisition by a person or entity of more than 50% of our combined voting power (except a change in ownership as a result of a private financing of us that is approved by the Board), (2) the change in effective control of us which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by directors whose appointment of election is not endorsed by a majority of the members of the board prior to the date of the appointment or election (if any person or entity is considered to be in effective control of us, the acquisition of additional control of us by the same person or entity will not be considered a change in control), and (3) the acquisition by a person or entity of a substantial portion of our assets with a total gross fair market value equal to or more than 50% of the total gross fair market value of all of our assets immediately prior to such acquisition;
- "cause" generally means abuse of alcohol or another drug while performing his or her duties as an employee of us, or a breach of or failure or refusal by participant to comply with any material provision of his or her employment agreement or arrangement with us if not cured within ten (10) days after written notice thereof from us; and
- "good reason" generally means, during the term of the participant's employment relationship with us, without the participant's written consent, we cause a material reduction in base salary or compensation and bonus opportunity, a relocation of participant's principal place of employment by more than 50 miles, any material breach by us of any provision in the participant's employment agreement or arrangement or other agreements, our failure to obtain an agreement from any successor to us to assume and agree to perform a participant's employment agreement or arrangement in the same manner and to the same extent that we would be required to perform if no succession had taken place (except where such assumptions occurs by operation of law), a material, adverse change in the participant's title, authority, duties, or responsibilities (except temporary change while participant is physically

or mentally incapacitated or as required by applicable law), or a material change in the reporting structure applicable to the participant.

All options expire 10 years from the date of grant. None of the options granted to the named executive officers provide for tax-reimbursements or tax gross-ups. To date, our board of directors has not granted any options to our named executive officers in 2017.

### Outstanding Equity Awards at 2017 Year End

The following table sets forth information regarding outstanding equity awards held by our named executive officers as of December 31, 2017:

Name	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price (\$/share)	Option Expiration Date
Thomas Gad <sup>(1)</sup>	312,500	187,500	\$ 2.00	June 9, 2025
	48,416	117,583	\$ 4.38	October 20, 2026
	4,000	12,000	\$ 8.50	December 13, 2026
Dr. Claus Juan Møller San Pedro <sup>(2)</sup>	312,500	187,500	\$ 2.00	June 9, 2025
	58,333	141,667	\$ 4.38	October 20, 2026
	4,500	13,500	\$ 8.50	December 13, 2026
Bo Kruse <sup>(3)</sup>	187,500	112,500	\$ 2.00	June 9, 2025
	38,791	94,208	\$ 4.38	October 20, 2026
	3,500	10,500	\$ 8.50	December 13, 2026

- (1) These options were granted on June 10, 2015, October 21, 2016 and December 14, 2016, respectively, vested as to 25% of the shares on June 10, 2016, October 21, 2017 and December 14, 2017, respectively, and vest thereafter as to 2.0833% of the shares in equal monthly installments through June 10, 2020, October 21, 2021 and December 14, 2021.
- (2) These options were granted on June 10, 2015, October 21, 2016 and December 14, 2016, respectively, vested as to 25% of the shares on June 10, 2016, October 21, 2017 and December 14, 2017, respectively, and vest thereafter as to 2.0833% of the shares in equal monthly installments through June 10, 2020, October 21, 2021 and December 14, 2021. Dr. Møller transferred all shares underlying the June 10, 2016 option award upon receipt to CM Holdings 2015 ApS, of which Dr. Møller is the sole owner.
- (3) These options were granted on June 10, 2015, October 21, 2016 and December 14, 2016, respectively, vested as to 25% of the shares on June 10, 2016, October 21, 2017 and December 14, 2017, respectively, and vest thereafter as to 2.0833% of the shares in equal monthly installments through June 10, 2020, October 21, 2021 and December 14, 2021.

### Employment Agreements

#### Thomas Gad

In April 2016, we entered into a service agreement with Mr. Gad. The service agreement establishes Mr. Gad's title, his base salary, his eligibility for an annual bonus, and his eligibility for benefits and also provides for certain benefits upon termination of his employment under specified conditions. Mr. Gad is eligible to receive an annual bonus with a target of 50% of his base salary. Mr. Gad's employment under the service agreement continues until terminated by us or Mr. Gad. We may terminate Mr. Gad's employment for any reason with 12 months' notice and Mr. Gad may terminate his employment with 6 months' notice.

Under the terms of the service agreement, if Mr. Gad's employment is terminated by us without "cause", as defined in his service agreement, and subject to Mr. Gad's execution of a release in

form and substance satisfactory to us, we have agreed to continue to pay his then-existing salary for a period of 12 months, and all benefits set forth in the service agreement, for one full year commencing with the day following the final day of the 12-month notice period such that the total amount in severance pay shall be 24 months of his then-existing salary, starting from the date of such termination notice.

As defined in Mr. Gad's service agreement, "cause" means (1) Mr. Gad's fraudulent, unlawful, grossly negligent or willful misconduct in connection with his duties to us, (2) conduct by Mr. Gad which is materially injurious to the business or reputation of us or any of our affiliated entities or any of their respective partners or members, or (3) Mr. Gad's conviction of (or plea of *nolo contendere* to) a felony.

Mr. Gad has also agreed pursuant to his service agreement (1) not to compete with us in the United States, Denmark, or any other territory or country where we maintain employees, own property or otherwise conduct business, during his employment and for a period of (a) one year after the termination of his employment in the event that Mr. Gad terminates his employment or (b) six months after the termination of his employment in the event that we terminate Mr. Gad's employment, (2) not to solicit our employees during his employment and for a period of (a) one year after the termination of his employment in the event that Mr. Gad terminates his employment or (b) six months after the termination of his employment in the event that we terminate Mr. Gad's employment, (3) not to disclose our confidential and proprietary information and (4) to assign to us related intellectual property developed during the course of his employment.

#### **Dr. Claus Juan Møller San Pedro**

In March 2016, we entered into a service agreement with Dr. Møller. The service agreement establishes Dr. Møller's title, his base salary, his eligibility for an annual bonus, and his eligibility for benefits and also provides for certain benefits upon termination of his employment under specified conditions. Dr. Møller is eligible to receive an annual bonus with a target of 50% of his base salary. Dr. Møller's employment under the service agreement continues until terminated by us or Dr. Møller. We may terminate Dr. Møller's employment for any reason with 12 months' notice and Dr. Møller may terminate his employment with 6 months' notice.

Under the terms of the service agreement, if Dr. Møller's employment is terminated by us without "cause", as defined in his service agreement, and subject to Dr. Møller's execution of a release in form and substance satisfactory to us, we have agreed to continue to pay his then-existing salary for a period of 12 months, and all benefits set forth in the service agreement, for one full year commencing with the day following the final day of the 12-month notice period such that the total amount in severance pay shall be 24 months of his then-existing salary, starting from the date of such termination notice.

As defined in Dr. Møller's service agreement, "cause" means (1) Dr. Møller's fraudulent, unlawful, grossly negligent or willful misconduct in connection with his duties to us, (2) conduct by Dr. Møller which is materially injurious to the business or reputation of us or any of our affiliated entities or any of their respective partners or members, or (3) Dr. Møller's conviction of (or plea of *nolo contendere* to) a felony.

Dr. Møller has also agreed pursuant to the service agreement (1) not to compete with us in the United States, Denmark, or any other territory or country where we maintain employees, owns property or otherwise conducts business, during his employment and for a period of (a) one year after the termination of his employment in the event that Dr. Møller terminates his employment or (b) six months after the termination of his employment in the event that we terminate Dr. Møller's employment, (2) not to solicit our employees during his employment and for a period of (a) one year after the termination of his employment in the event that Dr. Møller terminates his employment or

(b) six months after the termination of his employment in the event that we terminate Dr. Møller's employment, (3) not to disclose our confidential and proprietary information and (4) to assign to us related intellectual property developed during the course of his employment.

### **Bo Kruse**

In January 2016, we entered into a service agreement with Mr. Kruse. The service agreement establishes Mr. Kruse's title, his base salary, his eligibility for an annual bonus, and his eligibility for benefits and also provides for certain benefits upon termination of his employment under specified conditions. Mr. Kruse is eligible to receive an annual bonus with a target of 50% of his base salary. Mr. Kruse's employment under the service agreement continues until terminated by us or Mr. Kruse. We may terminate Mr. Kruse's employment for any reason with 12 months' notice and Mr. Kruse may terminate his employment with 6 months' notice.

Under the terms of the service agreement, if Mr. Kruse's employment is terminated by us without "cause", as defined in his service agreement, we have agreed to continue to pay his then-existing salary for a period of 12 months, and all benefits set forth in the service agreement, for one full year commencing with the day following the final day of the 12-month notice period such that the total amount in severance pay shall be 24 months of his then-existing salary, starting from the date of such termination notice.

As defined in Mr. Kruse's service agreement, "cause" means actions on the part of Mr. Kruse which constitute gross negligence or willful misconduct in performance or non-performance of his duties or material breach of the services agreement by Mr. Kruse as long as such material breach is not cause by us.

Mr. Kruse has also agreed pursuant to the service agreement (1) not to disclose our confidential and proprietary information and (2) to assign to us related intellectual property developed during the course of his employment.

### **Stock Option and Other Compensation Plans**

The equity incentive plans described in this section are the 2015 Plan, the 2018 Plan and the ESPP. Following the closing of this offering, we expect to grant equity awards to eligible participants only under these plans or successor plans.

#### **2015 Plan**

Our board of directors and stockholders have approved and adopted the 2015 Plan, which provides for the grant of incentive stock options, within the meaning of Section 422 of the Code, to our employees and any parent and subsidiary corporations' employees, and for the grant of nonstatutory stock options, restricted stock, restricted stock units and stock appreciation rights to our employees, directors and consultants and our parent and subsidiary corporations' employees and consultants.

**Stock Subject to the 2015 Plan.** Currently, a total of 4,500,000 shares of our common stock are reserved for issuance pursuant to the 2015 Plan, of which 1,760,627 are available for further grant. As of the effective date of the 2018 Plan, we will cease granting awards under the 2015 Plan; however, 2015 Plan awards will remain outstanding and subject to the terms of the 2015 Plan.

**Automatic Share Reserve Increase.** Subject to the provisions of the 2015 Plan, the number of shares available for issuance under the 2015 Plan will be increased on the first day of each fiscal year so that the total number of shares available for issuance under the 2015 Plan shall be a number equal to six percent of the issued and outstanding Shares on the last day of the immediately preceding fiscal year.

**Lapsed Awards.** If an award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an exchange program, or, with respect to restricted stock or restricted stock units, is forfeited or repurchased due to failure to vest, the unpurchased shares, or for awards other than stock options or stock appreciation rights, the forfeited or repurchased shares will become available for future grant or sale under the 2015 Plan. With respect to stock appreciation rights, the net shares issued will cease to be available under the 2015 Plan and all remaining shares will remain available for future grant or sale under the 2015 Plan. Shares used to pay the exercise price of an award or satisfy the tax withholding obligations related to an award will become available for future grant or sale under the 2015 Plan. To the extent an award is paid out in cash rather than shares, such cash payment will not result in reducing the number of shares available for issuance under the 2015 Plan.

**Plan Administration.** Our board of directors or one or more committees appointed by our board of directors, or the Plan Administrator, will administer the 2015 Plan. In the case of awards intended to qualify as "performance-based compensation" within the meaning of Section 162(m) of the Code, the committee will consist of two or more "outside directors" within the meaning of Section 162(m). Subject to the provisions of the 2015 Plan, the Plan Administrator has the power to administer the 2015 Plan, including but not limited to, the power to interpret the terms of the 2015 Plan and awards granted under it, to create, amend and revoke rules relating to the 2015 Plan, including rules and regulations relating to sub-plans, and to determine the terms of the awards, including the exercise price, the number of shares subject to each such award, the exercisability of the awards and the form of consideration, if any, payable upon exercise. The Plan Administrator also has the authority to institute an exchange program under which the exercise price of an existing award is reduced or increased, participants may transfer outstanding awards to a financial institution or other person or entity selected by the Plan Administrator and outstanding awards may be surrendered in exchange for awards of the same type which may have a higher or lower exercise price or different terms, awards of a different type and/or cash.

**Stock Options.** Incentive stock options and nonstatutory stock options may be granted under the 2015 Plan. The exercise price of options granted under the 2015 Plan must at least be equal to the fair market value of our common stock on the date of grant. The term of an incentive stock option may not exceed 10 years, except that with respect to any participant who owns more than 10% of the voting power of all classes of our outstanding stock, the term must not exceed five years and the exercise price must equal at least 110% of the fair market value on the grant date. The Plan Administrator will determine the methods of payment of the exercise price of an option, which may include cash, shares or other property acceptable to the Plan Administrator, as well as other types of consideration permitted by applicable law. After the termination of service of an employee, director or consultant, he or she may exercise his or her option for the period of time stated in his or her option agreement. Generally, if termination is due to disability, the option will remain exercisable for 12 months, and if the termination is due to death, the option will remain exercisable for six months. In all other cases, the option will generally remain exercisable for the earlier of (i) three months following the termination of service, or (ii) the expiration of the term of the option. However, in no event may an option be exercised later than the expiration of its term. Subject to the provisions of the 2015 Plan, the Plan Administrator determines the other terms of options.

**Stock Appreciation Rights.** Stock appreciation rights may be granted under the 2015 Plan. Stock appreciation rights allow the recipient to receive the appreciation in the fair market value of our common stock between the exercise date and the date of grant. Stock appreciation rights may not have a term exceeding 10 years. During employment or after the termination of service of an employee, director or consultant, he or she may exercise his or her stock appreciation right for the period of time stated in his or her option agreement. However, in no event may a stock appreciation right be exercised later than the expiration of its term. Subject to the provisions of the 2015 Plan, the Plan

Administrator determines the other terms of stock appreciation rights, including when such rights become exercisable and whether to pay any increased appreciation in cash or with shares of our common stock, or a combination thereof, except that the per share exercise price for the shares to be issued pursuant to the exercise of a stock appreciation right will be no less than 100% of the fair market value per share on the date of grant.

**Restricted Stock.** Restricted stock awards may be granted under the 2015 Plan. Restricted stock awards are grants of shares of our common stock that vest in accordance with terms and conditions established by the Administrator. The Plan Administrator will determine the number of shares of restricted stock granted to any employee, director or consultant and, subject to the provisions of the 2015 Plan, will determine the terms and conditions of such awards. The Plan Administrator may impose whatever conditions to vesting it determines to be appropriate. For example, the Plan Administrator may set restrictions based on the achievement of specific performance goals or continued service to us; provided, however, that the Plan Administrator, in its sole discretion, may accelerate the time at which any restrictions will lapse or be removed. Recipients of restricted stock awards generally will have voting and dividend rights with respect to such shares upon grant without regard to vesting, unless the Plan Administrator provides otherwise.

**Restricted Stock Units.** Restricted stock units may be granted under the 2015 Plan. Restricted stock units are bookkeeping entries representing an amount equal to the fair market value of one share of our common stock. Subject to the provisions of the 2015 Plan, the Plan Administrator will determine the terms and conditions of restricted stock units, including the vesting criteria (which may include accomplishing specified company-wide, business unit or individual performance criteria or continued service to us) and the form and timing of payment. Notwithstanding the foregoing, the Plan Administrator, in its sole discretion, may accelerate the time at which any restricted stock units will vest. Restricted stock units may be settled in cash, shares or a combination of both.

**Outside Directors.** The 2015 Plan provides that all non-employee directors are eligible to receive all types of awards other than incentive stock options under the 2015 Plan.

**Non-transferability of Awards.** Except as provided in the 2015 Plan or as the Plan Administrator determines, awards may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable period of restriction, and such shares evidenced by a stock certificate will contain a legend referencing the shares' substantial risk of forfeiture restrictions.

**Certain Adjustments.** In the event of certain changes in our capitalization or change in our corporate structure, as described in the 2015 Plan, to prevent diminution or enlargement of the benefits or potential benefits available under the 2015 Plan, the Plan Administrator will adjust the number and class of shares that may be delivered under the 2015 Plan and/or the number, class and price of shares covered by each outstanding award. In the event of our proposed liquidation or dissolution, the Plan Administrator will notify participants as soon as practicable prior to the proposed transaction and all awards will terminate immediately prior to the consummation of such proposed transaction.

**Merger or Change in Control.** The 2015 Plan provides that in the event of a merger or change in control, as defined under the 2015 Plan, each outstanding award will be treated as the Plan Administrator determines, except that if a successor corporation or its parent or subsidiary does not assume or substitute an award for any outstanding award (or a portion thereof), then such award will fully vest, all restrictions on the shares subject to such award will lapse, all performance goals or other performance-based vesting criteria applicable to the shares subject to such award will be deemed achieved at 100% of target levels. If an award is not assumed by the successor in accordance with the terms of the award, all of the shares subject to such award will become fully exercisable, if applicable,

for a specified period prior to the transaction. The award will then terminate upon the expiration of the specified period of time.

**Tax Compliance.** Awards under the 2015 Plan generally will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A. The 2015 Plan and each award agreement thereunder is intended to meet the requirements of Code Section 409A and generally will be construed and interpreted in accordance with such intent. To the extent that an award or payment, or the settlement or deferral thereof, is subject to Code Section 409A the award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax and interest applicable under Code Section 409A, except as otherwise determined in the sole discretion of the Administrator.

In addition, prior to the delivery of any shares or cash pursuant to an award (or exercise thereof), we have the power and the right to deduct or withhold, or require a participant to remit to us an amount sufficient to satisfy federal, state, local, foreign income, payroll or other taxes (including the participant's FICA obligation) required to be withheld with respect to such award (or exercise thereof).

The Administrator, in its sole discretion may permit a participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have us withhold otherwise deliverable shares having a fair market value equal to the minimum statutory amount required to be withheld, (iii) delivering already-owned shares having a fair market value equal to the statutory amount required to be withheld, or (iv) selling a sufficient number of shares otherwise deliverable to the participant equal to the amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the participant with respect to the award on the date that the amount of tax to be withheld is to be determined. The fair market value of the shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

**Amendment, Termination.** The board of directors has the authority to amend, suspend or terminate the 2015 Plan provided such action will not impair the existing rights of any participant without such participant's consent. The 2015 Plan will automatically terminate in 2025, unless we terminate it sooner.

### **2018 Plan**

The Board has adopted, and the stockholders have approved, the 2018 Plan, which will be effective upon the effectiveness of the registration statement to which this prospectus relates. The principal purpose of the 2018 Plan is to attract, retain and motivate selected employees, consultants and directors through the granting of stock-based compensation awards and cash-based performance bonus awards. The material terms of the 2018 Plan, as it is currently contemplated, are summarized below.

**Share Reserve.** In April 2018, the Company's Board of Directors approved the 2018 Plan to replace the 2015 Plan. Under the 2018 Plan, the Company is authorized to issue awards for up to 5,500,000 shares of the Company's common stock, subject to increase or adjustment, inclusive of the awards previously granted under the 2015 Plan. Under the terms of the 2018 Plan we may issue a variety of stock-based awards, including stock options, stock appreciation rights, or SARs, restricted stock awards, restricted stock unit awards and other stock-based awards. As of the effective date of the 2018 Plan, we will cease granting awards under the 2015 Plan; however, 2015 Plan awards will remain subject to the terms of the 2015 Plan. The number of shares initially reserved for issuance or transfer

pursuant to awards under the 2018 Plan will be increased by (i) the number of shares represented by awards outstanding under the 2015 Plan that are forfeited or lapse unexercised and which following the effective date are not issued under the 2015 Plan and (ii) an annual increase on the first day of each fiscal year beginning in 2019 and ending in 2028, equal to the lesser of (A) 4.0% of the shares of stock outstanding (on an as converted basis) on the last day of the immediately preceding fiscal year and (B) such smaller number of shares of stock as determined by our board of directors.

The following provisions will be in effect for the share reserve under the 2018 Plan:

- to the extent that an award terminates, expires, lapses for any reason is converted into another award in connection with a spin-off or similar event or an award is settled in cash without the delivery of shares, surrendered, repurchased, or canceled, any shares subject to the award at such time will be available for future grants under the 2018 Plan;
- to the extent shares are tendered by a participating employee in payment of the exercise price of an option, withheld by us for any stock option granted under the 2015 Plan, or tendered or withheld to satisfy tax withholding obligations with respect to awards under both the 2015 and 2018 Plan, such tendered or withheld shares will be available for future grants under the 2018 Plan;
- to the extent shares subject to stock appreciation rights, or SARs, are not issued in connection with the stock settlement of stock appreciation rights on exercise thereof, such shares will be available for future grants under the 2018 Plan;
- shares purchased by us on the open market; and
- shares issued in assumption of, or in substitution for, any outstanding awards of any entity acquired in any form of combination by us or any of our subsidiaries will not be counted against the shares available for issuance under the 2018 Plan.

**Administration.** The compensation committee of our board of directors is expected to administer the 2018 Plan unless our board of directors maintains authority for administration. To the extent required by applicable law, each member of the committee administering the 2018 Plan is intended to qualify as a "non-employee director" for purposes of Rule 16b-3 under the Exchange Act. The 2018 Plan provides that the board or compensation committee may delegate its authority to grant awards to employees other than executive officers and certain senior executives of the company or to a committee consisting of one or more members of our board of directors or one or more of our officers.

Subject to the terms and conditions of the 2018 Plan, the administrator has the authority to, among other things, select the persons to whom awards are to be made, determine the number of shares to be subject to awards and the terms and conditions of awards, and make all other determinations necessary or advisable for the administration of the 2018 Plan.

**Eligibility.** Awards under the 2018 Plan may generally be granted to individuals who are then our officers, employees or consultants or are the officers, employees or consultants of certain of our subsidiaries. Such awards also may be granted to our directors. Only employees of our company or certain of our subsidiaries may be granted incentive stock options, or ISOs.

**Awards.** The 2018 Plan provides that the administrator may grant or issue stock options, SARs, restricted stock, restricted stock units, performance bonus awards, performance stock units, other stock-or cash-based awards and dividend equivalents, or any combination thereof. Each award will be set forth in a separate agreement with the person receiving the award and will indicate the type, terms and conditions of the award.

- *Nonstatutory Stock Options*, or NSOs, provide for the right to purchase shares of our common stock at a specified price which may not be less than fair market value on the date

of grant, and usually will become exercisable (at the discretion of the administrator) in one or more installments after the grant date, subject to the participant's continued employment or service. NSOs may be granted for any term specified by the administrator that does not exceed ten years.

- *ISOs* will be designed in a manner intended to comply with the provisions of Section 422 of the Code and will be subject to specified restrictions contained in the Code. Among such restrictions, ISOs must have an exercise price of not less than the fair market value of a share of common stock on the date of grant, may only be granted to employees, and must not be exercisable after a period of ten years measured from the date of grant. In the case of an ISO granted to an individual who owns (or is deemed to own) at least 10% of the total combined voting power of all classes of our capital stock, the 2018 Plan provides that the exercise price must be at least 110% of the fair market value of a share of common stock on the date of grant and the ISO must not be exercisable after a period of five years measured from the date of grant.
- *Restricted Stock* may be granted to any eligible individual and made subject to such restrictions as may be determined by the administrator. Restricted stock, typically, may be forfeited for no consideration or repurchased by us at the original purchase price if the conditions or restrictions on vesting are not met. In general, restricted stock may not be sold or otherwise transferred until restrictions are removed or expire. Purchasers of restricted stock, unlike recipients of options, will have voting rights and will have the right to receive dividends, if any, prior to the time when the restrictions lapse, however, extraordinary dividends will generally be placed in escrow, and will not be released until restrictions are removed or expire (except in connection with a spin-off or similar event).
- *Restricted Stock Units* may be awarded to any eligible individual, typically without payment of consideration, but subject to vesting conditions based on continued employment or service or on performance criteria established by the administrator. Like restricted stock, restricted stock units may not be sold, or otherwise transferred or hypothecated, until vesting conditions are removed or expire. Unlike restricted stock, stock underlying restricted stock units will not be issued until the restricted stock units have vested, and recipients of restricted stock units generally will have no voting or dividend rights prior to the time when vesting conditions are satisfied.
- *SARs* may be granted in connection with stock options or other awards, or separately. SARs granted in connection with stock options or other awards typically will provide for payments to the holder based upon increases in the price of our common stock over a set exercise price. The exercise price of any SAR granted under the 2018 Plan must be at least 100% of the fair market value of a share of our common stock on the date of grant. SARs under the 2018 Plan will be settled in cash or shares of our common stock, or in a combination of both, at the election of the administrator.
- *Performance Share Units* are denominated in shares/unit equivalents or cash, respectively, and may be linked to one or more performance or other criteria as determined by the plan administrator.
- *Performance Bonus Awards* are denominated in cash but may be payable in cash, stock or a combination thereof and may be linked to one or more performance or other criteria as determined by the plan administrator.
- *Other Stock or Cash Based Awards* are awards of cash, shares of our common stock and other awards valued wholly or partially by referring to, or otherwise based on, shares of our common stock. Other stock or cash based awards may be granted to participants and may

also be available as a payment form in the settlement of other awards, as standalone payments and as payment in lieu of base salary, bonus, fees or other cash compensation otherwise payable to any individual who is eligible to receive awards. The plan administrator will determine the terms and conditions of other stock or cash based awards, which may include vesting conditions based on continued service, performance and/or other conditions.

- *Dividend Equivalents* represent the right to receive the equivalent value of dividends paid on shares of our common stock and may be granted alone or in tandem with awards. Dividend equivalents may be paid currently or credited to an account for the participant, settled in cash or shares and subject to restrictions as determined by the plan administrator. In addition, dividend equivalents with respect to an award subject to vesting will either not be paid or credited or be accumulated and subject to vesting to the same extent as the related award.

**Corporate Transactions.** The plan administrator has broad discretion to take action under the 2018 Plan, as well as make adjustments to the terms and conditions of existing and future awards, to prevent the dilution or enlargement of intended benefits and facilitate necessary or desirable changes in the event of certain transactions and events affecting our common stock, such as stock dividends or other distributions, stock splits, mergers, acquisitions, reorganizations, recapitalizations, liquidations, sales, transfers, exchanges, or other dispositions, issuance of warrants, consolidations and other corporate transactions. In addition, in the event of certain non-reciprocal transactions with our stockholders known as "equity restructurings," the plan administrator will make equitable adjustments to the 2018 Plan and outstanding awards.

In the event of a change in control, unless the plan administrator elects to terminate an award in exchange for cash, rights or other property, or cause an award to accelerate in full prior to the change in control, such award will continue in effect or be assumed or substituted by the acquirer, provided that any performance-based portion of the award will be subject to the terms and conditions of the applicable award agreement. In the event the acquirer refuses to assume or replace awards granted, prior to the consummation of such transaction, awards issued under the 2018 Plan will be subject to accelerated vesting such that 100% of such awards will become vested and exercisable or payable, as applicable.

**Amendment and Termination.** The board of directors may terminate, amend, suspend or modify the 2018 Plan at any time and from time to time. However, we must generally obtain stockholder approval to the extent required by applicable law, rule or regulation (including any applicable stock exchange rule), no amendment requiring stockholder approval will be effective unless approved by the board of directors, and no amendment other than an increase in the overall share limit, amendment following a change in control or other similar transaction, or amendment to comply with Section 409A of the Code, may materially and adversely affect an outstanding award without the holder's consent. Notwithstanding the foregoing, an option may be amended to reduce the per share exercise price below the per share exercise price of such option on the grant date and options may be granted in exchange for, or in connection with, the cancellation or surrender of options having a higher per share exercise price without receiving additional stockholder approval.

No incentive stock options may be granted pursuant to the 2018 Plan after the tenth anniversary of the earlier of the date the 2018 Plan is approved by our board or the date the 2018 Plan is approved by our stockholders, and no additional annual share increases to the 2018 Plan's aggregate share limit will occur from and after the tenth anniversary of the effective date of the 2018 Plan. Any award that is outstanding on the termination date of the 2018 Plan will remain in force according to the terms of the 2018 Plan and the applicable award agreement.

## **ESPP**

Our board of directors have approved and adopted the ESPP to become effective upon completion of this offering. The ESPP, once effective, will, among other things, provide eligible employees with the ability to purchase shares of our common stock at a slight discount to the applicable closing sale price of our common stock.

The ESPP, which will become effective upon the closing of this offering, will be administered by our board of directors or by a committee appointed by our board of directors. The ESPP initially provides participating employees with the opportunity to purchase up to an aggregate of 700,000 shares of our common stock. The number of shares of our common stock reserved for issuance under the ESPP will automatically increase on the first day of each fiscal year, commencing on January 1, 2019 and ending on December 31, 2038, in an amount equal to the lesser of (i) 1,000,000 shares of our common stock, (ii) 1% of the total number of shares of our common stock outstanding on the last day of the immediately preceding fiscal year, or (iii) such lesser number of shares as determined by the administrator.

All of our employees or employees of any designated subsidiary, as defined in the ESPP and together, Eligible Employees, are eligible to participate in the ESPP, provided that such person is customarily employed by us or a designated subsidiary for:

- more than 20 hours a week for at least three months prior to enrolling in the ESPP and for more than five months in a calendar year or any lesser number of hours per week and/or number of months in any calendar year established by the administrator in compliance with applicable law; and
- such person was our employee or an employee of a designated subsidiary on the first day of the applicable offering period under the ESPP.

No Eligible Employee may purchase shares of our common stock under the ESPP in excess of \$25,000 of the fair market value of our common stock, as of the date of the option grant, in any calendar year. In addition, no Eligible Employee may purchase shares of our common stock under the ESPP that would result in the employee owning 5% or more of the total combined voting power or value of our stock or the stock of any of our subsidiaries.

We expect to make one or more offerings to our Eligible Employees to purchase stock under the ESPP beginning at such time as our board of directors may determine. Each offering will consist of a 12-month offering period during which contributions will be made through cash payment, check or other means set forth in the subscription agreement or through payroll deductions held for the purchase of our common stock at the end of the offering period. Our board of directors may, at its discretion, choose a different period of not more than 27 months for offerings.

On the commencement date of each offering period, each Eligible Employee may authorize up to a maximum of 15% of his or her compensation to be deducted by us during the offering period. Each Eligible Employee who continues to be a participant in the ESPP on the last business day of the offering period will be deemed to have exercised an option to purchase from us the number of whole shares of our common stock that his or her accumulated payroll deductions on such date will pay for, not in excess of the maximum numbers set forth above. Under the terms of the ESPP, the purchase price will be determined by our board of directors for each offering period and will be at least 85% of the applicable closing price of our common stock. If our board of directors does not make a determination of the purchase price, the purchase price will be 85% of the lesser of the closing price of our common stock on the first business day of the offering period or on the exercise date.

An Eligible Employee who is not a participant on the last day of the offering period is not entitled to purchase shares under the ESPP, and the employee's accumulated payroll deductions will be

refunded. An Eligible Employee's rights under the ESPP terminate when the Eligible Employee ceases employment for any reason.

We will make equitable adjustments to the number and class of securities available under the ESPP, the share limitations under the ESPP, and the purchase price for an offering period under the ESPP to reflect stock splits, reverse stock splits, recapitalizations, combinations of shares, spin-offs and other similar changes in capitalization or events or any dividends or distributions to holders of our common stock other than ordinary cash dividends.

In connection with a merger or change in control, as defined in the ESPP, each outstanding option will be assumed or an equivalent option substituted by the successor corporation or affiliate of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, the offering period with respect to the outstanding options will be shortened by setting a new exercise date on which the offering period will end, the date of which will occur before the date of the proposed merger or change in control.

In connection with a liquidation or dissolution, unless provided otherwise by the administrator, any offering period then in progress will be shortened by setting a new exercise date, the date of which will occur before the date of the liquidation or dissolution, and will terminate immediately prior to the consummation of the liquidation or dissolution.

Upon the adoption of a new exercise date in connection with a merger or change in control, the administrator will notify each participant of the change in exercise date in writing or electronically prior to the new exercise date and that the participant's option will be exercised automatically on the new exercise date, provided that the participant has not withdrawn from the offering period prior to such date.

Our board of directors may at any time, and from time to time, amend or suspend the ESPP or any portion thereof. Further, our board of directors may not make any amendment that would cause the component of the ESPP that is intended to comply with Section 423 of the Code to fail to comply with Section 423 of the Code. The ESPP may be terminated at any time by our board of directors. Upon termination prior to expiration of the offering period, we will refund all amounts in the accounts of participating employees.

### **Other Benefit Plans**

We currently provide broad-based health and welfare benefits that are available to all of our U.S. employees, including our named executive officers, including health, life and disability insurance. We may adopt a 401(k) retirement plan for the benefit of our U.S. employees, including our named executive officers, in 2018.

We have established a retirement program for the employees of our Danish subsidiary pursuant to which all such employees can contribute an amount at their election from their base compensation and may receive contributions from our Danish subsidiary. Contributions from our Danish subsidiary were immaterial during the year ended December 31, 2016. In addition, health insurance benefits for our Danish employees are fully paid for by such employees. Our Danish subsidiary does not incur any costs for these health insurance benefits.

### **Limitations on Liability and Indemnification**

As permitted by the General Corporation Law of the State of Delaware, or DGCL, we expect our board of directors and stockholders to adopt provisions in our certificate of incorporation, which will become effective as of the closing date of this offering, that limit or eliminate the personal liability of our directors. Our certificate of incorporation, which will become effective as of the closing date of this offering, limits the personal liability of directors for breach of fiduciary duty to the maximum

extent permitted by the DGCL and provides that no director will have personal liability to us or to our stockholders for monetary damages for breach of fiduciary duty. However, these provisions do not eliminate or limit the liability of any of our directors:

- for any breach of the director's duty of loyalty to us or our stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- for voting for or assenting to unlawful payments of dividends, stock repurchases or other distributions; or
- for any transaction from which the director derived an improper personal benefit.

Any amendment to or repeal of these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to such amendment or repeal. If the DGCL is amended to provide for further limitations on the personal liability of directors of corporations, then the personal liability of our directors will be further limited to the greatest extent permitted by the DGCL.

In addition, our certificate of incorporation, which will become effective as of the closing date of this offering, provides that we must indemnify our directors and officers and we must advance expenses, including attorneys' fees, to our directors and officers in connection with legal proceedings, subject to very limited exceptions.

We maintain a general liability insurance policy that covers specified liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers. In addition, we have entered into indemnification agreements with each of our executive officers and directors. With respect to Dr. Buschle, Dr. Healy and Dr. Tyagi, we have also agreed to indemnify their respective affiliated funds which have designated them to be members of our board of directors. These indemnification agreements require us, among other things, to indemnify each such director (and their affiliated funds) or executive officer for certain expenses, including attorneys' fees, judgments, fines and settlement amounts, incurred by him or her in any action or proceeding arising out of his or her service as one of our directors or officers.

Some of our non-employee directors may, through their relationships with their employers, be insured or indemnified against specified liabilities incurred in their capacities as members of our board of directors.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, executive officers or persons controlling us, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

#### **Rule 10b5-1 Sales Plans**

Our directors and executive officers may adopt written plans, known as Rule 10b5-1 plans, in which they will contract with a broker to buy or sell shares of our common stock on a periodic basis. Under a Rule 10b5-1 plan, a broker executes trades pursuant to parameters established by the director or officer when entering into the plan, without further direction from the director or officer. The director or officer may amend or terminate the plan in some circumstances. Our directors and executive officers may also buy or sell additional shares outside of a Rule 10b5-1 plan when they are not in possession of material, nonpublic information.

**Director Compensation**

The following table sets forth information regarding compensation paid to our non-employee directors during the fiscal year ended December 31, 2017.

<u>Name</u>	<u>Year</u>	<u>Fees Earned or Paid in Cash (\$)</u>	<u>Option Awards (\$)</u>	<u>Total (\$)<sup>(1)</sup></u>
Johan Wedell-Wedellsborg <sup>(1)</sup>	2017	\$ 0	\$ 0	\$ 0
Dr. Gregory Raskin <sup>(1)</sup>	2017	\$ 0	\$ 0	\$ 0

(1) As of December 31, 2017, the aggregate number of shares of our common stock subject to each non-employee director's outstanding option awards was 36,000 shares for each of Mr. Wedell-Wedellsborg and Dr. Raskin, and no other non-employee directors held any stock options or other equity-based awards. Each of Mr. Wedell-Wedellsborg and Dr. Raskin were granted an option to purchase 36,000 shares of our common stock on October 21, 2016. These options vest over three years, with one-third of the shares of common stock underlying each option vesting at grant, and the remaining two-thirds vesting one thirty-sixth each month over the three years ending on October 21, 2019, subject to Mr. Wedell-Wedellsborg's and Dr. Raskin's continued service through such dates and unless vesting is accelerated pursuant to the terms of the grant. As of December 31, 2017, there were no other option awards outstanding and held by our non-employee directors.

Prior to the completion of this offering, we did not have a formal non-employee director compensation policy. In 2016, we granted options to purchase 36,000 shares of common stock to each of Mr. Wedell-Wedellsborg and Dr. Raskin, respectively, with an exercise price of \$4.38 per share. These options vest over three years, with one-third of the shares of common stock underlying each option vesting at grant and the remaining two-third vesting one thirty-sixth each month over the three years ending on October 21, 2019, subject to Mr. Wedell-Wedellsborg's and Dr. Raskin's continued service through such dates, and unless vesting is accelerated pursuant to the terms of the grant. As of December 31, 2017, there were no other stock awards or option awards outstanding and held by our non-employee directors.

We reimburse our non-employee directors for reasonable travel and out-of-pocket expenses incurred in connection with attending board of directors and committee meetings. The compensation that we pay to our executive management and employee directors is discussed earlier in this "Executive and Director Compensation" section. Except for fees and stock options, we do not provide our independent directors with any other form of compensation.

***Non-Employee Director Compensation Policy***

Our board of directors and stockholders have approved and adopted a policy with respect to the compensation payable to our non-employee directors, which will become effective upon the completion of this offering. Under this policy, each non-employee director will be eligible to receive compensation for his or her service on the board of directors and for service on each committee on which the director is a member, which will consist of annual cash retainers and equity awards. Our non-employee directors will receive the following annual cash retainers for their service in 2018:

<u>Position</u>	<u>Retainer</u>
Board Member	\$ 35,000
Audit Committee Chair	\$ 15,000
Compensation Committee Chair	\$ 10,000
Nominating and Corporate Governance Committee Chair	\$ 8,000
Audit Committee Member	\$ 7,500
Compensation Committee Member	\$ 5,000
Nominating and Corporate Governance Committee Member	\$ 4,000

Stock option grants for non-employee directors will consist of (i) an initial stock option award with respect to 32,000 shares granted at the first regularly scheduled board meeting held on or after a director's first appointment or election to our board of directors and vesting in equal monthly installments until the third anniversary of the date of grant, and (ii) an annual stock option award with respect to 16,000 shares granted on the date of the first board meeting held following our annual stockholders meeting in each year commencing in 2018 and vesting on the first anniversary of the date of grant. The vesting of the initial and annual stock option grants are subject to the non-employee director's continued service on our board of directors.

Directors may be reimbursed for travel, food, lodging and other expenses directly related to their service as directors. Directors are also entitled to the protection provided by their indemnification agreements and the indemnification provisions in our current certificate of incorporation and bylaws, as well as our amended and restated certificate of incorporation and amended and restated bylaws that will become effective upon the completion of this offering.

**CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS**

The following is a description of transactions since our inception on April 30, 2015, to which we have been a party, in which the amount involved exceeded \$120,000, and in which any of our directors, executive officers or holders of more than 5% of our capital stock, or an affiliate or immediate family member thereof, had or will have a direct or indirect material interest. We refer to such transactions as "related party transactions" and such persons as "related parties." With the approval of our board of directors, we have engaged in the related party transactions described below. We believe the terms obtained or consideration that we paid or received, as applicable, in connection with the transactions described below were comparable to terms available or the amounts that would be paid or received, as applicable, from unaffiliated third parties.

Other than as described below and other than compensation arrangements, which are described where required under the section herein entitled "Executive and Director Compensation", there have not been, nor are there any currently proposed, transactions or series of similar transactions to which we have been or will be a party.

**Sales of Securities**

In August 2015, we issued and sold 5,010,000 shares of our common stock at a price per share of \$0.20, for an aggregate purchase price of approximately \$1,002,000. The following table sets forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the approximate aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b>5% Stockholders</b>		
WG Biotech ApS	5,010,000	\$ 1,002,000
<b>Total</b>	<b>5,010,000</b>	<b>\$ 1,002,000</b>

In November 2015, we issued and sold 1,027,397 shares of our common stock at a purchase price of \$4.38 per share for an aggregated purchase price of approximately \$4,500,000. The following table sets forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the approximate aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b>5% Stockholders</b>		
Weco Group A/S	114,155	\$ 500,000
Peter Bang Holdings ApS	913,242	\$ 4,000,000
<b>Total</b>	<b>1,027,397</b>	<b>\$ 4,500,000</b>

In December 2015, we issued and sold 1,027,487 shares of our common stock at a purchase price of \$4.38 per share for an aggregate purchase price of approximately \$4,500,400. The following

table sets forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b>5% Stockholders</b>		
Weco Group A/S	114,155	\$ 500,000
Weco Group A/S	136,986	\$ 600,000
<b>Affiliates of Executive Officers and Directors</b>		
CM Holding 2015 IVS	68,493	\$ 300,000
<b>Total</b>	<b>319,634</b>	<b>\$ 1,400,000</b>

In March 2016, we issued and sold 570,776 shares of our common stock at a purchase price of \$4.38 per share for an aggregate purchase price of approximately \$2,499,999. The following table sets forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b>5% Stockholders</b>		
Weco Group A/S	228,310	\$ 1,000,000
<b>Affiliates of Executive Officers and Directors</b>		
CM Holding 2015 ApS	114,155	\$ 500,000
<b>Total</b>	<b>342,465</b>	<b>\$ 1,500,000</b>

In April 2016, we issued and sold 1,261,412 shares of our common stock at a purchase price of \$4.38 per share for an aggregate purchase price of approximately \$5,525,000. The following table sets forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b>5% Stockholders</b>		
Peter Bang Holdings ApS	342,465	\$ 1,500,000
Weco Group A/S	114,155	\$ 500,000
Weco Group A/S	114,155	\$ 500,000
<b>Total</b>	<b>570,775</b>	<b>\$ 2,500,000</b>

In May 2016, we issued and sold 515,204 shares of our common stock at a purchase price of \$4.38 per share for an aggregate purchase price of approximately \$2,256,600. The following table sets

forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b><i>Affiliates of Executive Officers and Directors</i></b>		
CM Holding 2015 ApS	45,662	\$ 200,000
<b>Total</b>	<b>45,662</b>	<b>\$ 200,000</b>

In June 2016, we issued and sold 890,406 shares of our common stock at a purchase price of \$4.38 per share for an aggregate purchase price of approximately \$3,900,000. The following table sets forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b><i>5% Stockholders</i></b>		
Weco Group A/S	136,986	\$ 600,000
<b><i>Executive Officers and Directors</i></b>		
Investeringsselskabet G.H. ApS	57,077	\$ 250,000
<b><i>Affiliates of Executive Officers and Directors</i></b>		
Toluha ApS	45,662	\$ 200,000
<b>Total</b>	<b>239,725</b>	<b>\$ 1,050,000</b>

In July 2016, we issued and sold 187,214 shares of our common stock at a price per share of \$4.38, for an aggregate purchase price of approximately \$820,000. The following table sets forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b><i>5% Stockholders</i></b>		
Peter Bang Holdings ApS	187,214	\$ 820,000
<b>Total</b>	<b>187,214</b>	<b>\$ 820,000</b>

In December 2016, we issued and sold 520,159 shares of our common stock at a purchase price of \$8.50 per share for an aggregate purchase price of approximately \$4,421,400. The following table sets

forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b>5% Stockholders</b>		
Weco Group A/S	294,115	\$ 2,500,000
<b>Affiliates of Executive Officers and Directors</b>		
CM Holding 2015 ApS	70,588	\$ 600,000
<b>Total</b>	<b>364,703</b>	<b>\$ 3,100,000</b>

In January 2017, we issued and sold 1,075,309 shares of our common stock at a purchase price of \$8.50 per share for an aggregate purchase price of approximately \$9,140,100. The following table sets forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b>5% Stockholders</b>		
Peter Bang Holding ApS	235,294	\$ 2,000,000
Weco Group A/S	29,411	\$ 250,000
<b>Total</b>	<b>264,705</b>	<b>\$ 2,250,000</b>

In February 2017, we issued and sold 117,353 shares of our common stock at a purchase price of \$8.50 per share for an aggregate purchase price of approximately \$997,500. The following table sets forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b>Executive Officers and Directors</b>		
Dr. Gregory Raskin	5,882	\$ 50,000
<b>Total</b>	<b>5,882</b>	<b>\$ 50,000</b>

In October 2017, we issued and sold 5,347,568 shares of our common stock at a purchase price of \$9.35 per share for an aggregate purchase price of approximately \$50,000,000. The following table

sets forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b>5% Stockholders</b>		
HBM Healthcare Investments (Cayman) Ltd.	2,139,037	\$ 20,000,000
Memorial Sloan Kettering Cancer Center	320,855	\$ 3,000,000
Peter Bang Holding ApS	404,582	\$ 3,782,842
Weco Group A/S	234,759	\$ 2,195,000
<b>Affiliates of Executive Officers and Directors</b>		
CM Holding 2015 ApS	42,780	\$ 400,000
<b>Total</b>	<b>3,142,013</b>	<b>\$ 29,377,842</b>

In November 2017, we issued and sold 3,208,552 shares of our common stock at a purchase price of \$9.35 per share for an aggregate purchase price of \$30,000,000. The following table sets forth the number of shares of our common stock purchased by our directors, executive officers and 5% stockholders and their affiliates and the aggregate purchase price paid for such shares.

<u>Name</u>	<u>Shares of Common Stock Purchased</u>	<u>Aggregate Purchase Price</u>
<b>5% Stockholders</b>		
HBM Healthcare Investments (Cayman) Ltd.	347,058	\$ 3,245,000
Sofinnova Venture Partners X, L.P.	1,604,278	\$ 15,000,000
Weco Group A/S	166,310	\$ 1,555,000
<b>Total</b>	<b>2,117,646</b>	<b>\$ 19,800,000</b>

### Registration Rights Agreements

We are a party to certain registration rights agreements dated as of October 13, 2017 and November 17, 2017, collectively referred to herein as the Registration Rights Agreements, with certain holders of our common stock, including some of our directors and 5% stockholders and their affiliates and entities affiliated with our directors. The Registration Rights Agreements provide these holders the right, following the completion of this offering, to demand that we file a registration statement or request that their shares be covered by a registration statement that we are otherwise filing. See the section herein entitled "Description of Capital Stock—Registration Rights" for additional information regarding these registration rights.

### Director and Executive Officer Compensation

See the section herein entitled "Executive and Director Compensation" for a discussion of payments and options granted to our named executive officers and non-employee directors.

### Employment Agreements

We have entered into employment agreements with our named executive officers. For more information regarding these agreements, see the section herein entitled "Executive and Director Compensation—Narrative Disclosure to Summary Compensation Table."

## **Indemnification Agreements with Officers and Directors and Directors' and Officers' Liability Insurance**

In connection with this offering, we have entered into indemnification agreements with each of our executive officers and directors. In addition, we intend to enter into such indemnification agreements with any new executive officers and directors. The indemnification agreements, our amended and restated certificate of incorporation and our amended and restated bylaws that will become effective upon the completion of this offering will require us to indemnify our directors to the fullest extent not prohibited by DGCL. Subject to certain limitations, our amended and restated bylaws also require us to advance expenses incurred by our directors and officers.

## **Reserved Share Program**

At our request, the underwriters have reserved for sale, at the initial public offering price, up to % of the shares offered by this prospectus for sale to some of our directors, officers, employees, dealers, business associates and related persons. See "Underwriting—Reserved Share Program."

## **MSK License**

On August 20, 2015, we entered into the MSK License with MSK, which grants us a worldwide, sub-licensable license to MSK's rights in certain patent rights and intellectual property rights related to certain know-how to develop, make and commercialize licensed products and to perform services for all therapeutic and diagnostic uses in the field of cancer diagnostics and cancer treatments. Upon entering into the MSK License in 2015 and in exchange for the licenses thereunder, we paid to MSK an upfront payment of \$500,000, issued 1,428,500 shares of our common stock to MSK and agreed to provide certain anti-dilution rights to MSK. See the section herein entitled "Business—Intellectual Property—MSK Agreements" for a more detailed description of this agreement.

In addition, in connection with the MSK License, we entered into a stock grant agreement with Dr. Nai-Kong Cheung pursuant to which we agreed to issue a total of 2,500,000 shares of our common stock to Dr. Cheung for his involvement in the development of technology licensed from MSK in consideration for his services with respect to such technology development. In August 2016, we repurchased 73,600 shares from Dr. Cheung at a purchase price of \$4.38 per share for an aggregate amount of \$322,368.

## **MSK CD33 License Agreement**

On November 13, 2017, we entered into the MSK CD33 License with MSK, which grants us a worldwide, sub-licensable license to MSK's rights in certain patent rights and intellectual property rights related to certain know-how to develop, make and commercialize licensed products and to perform services for all therapeutic and diagnostic uses in the field of cancer diagnostics and cancer treatments in connection with certain CD33 antibodies generated in a specific principal investigator's laboratory at MSK and constructs thereof. The MSK CD33 License is exclusive with respect to MSK's rights in such patent rights and tangible materials within such know-how, and nonexclusive with respect to such know-how and related intellectual property rights. See the section herein entitled "Business—Intellectual Property—MSK Agreements" for a more detailed description of this agreement.

## **MabVax Sublicense Agreement**

On June 27, 2018, we entered into the MabVax Sublicense, pursuant to which MabVax granted us all of the exclusive rights granted to MabVax under the MabVax-MSK License, for a bi-valent ganglioside based vaccine intended to treat NB. MSK originally developed the NB vaccine and licensed to MabVax as part of a portfolio of anti-cancer vaccines. See the section herein entitled "Business—Intellectual Property—MSK Agreements" for a more detailed description of this agreement.

## **Stockholders Agreement**

We are party to a fourth amended and restated stockholders' agreement with the holders of our common stock, including our 5% stockholders and their affiliates and entities affiliated with some of our directors, providing for, among other things, specified voting with respect to the election of directors. This agreement will terminate upon the closing of this offering.

## **Share Subscription, Funding Commitment and Call Option Agreement**

In August 2015, we entered into a Share Subscription, Funding Commitment and Call Option Agreement with WG Biotech ApS for the sale of 5,010,000 shares of our common stock at a price per share of \$0.20, for an aggregate purchase price of approximately \$1,002,000.

## **Securities Purchase Agreements**

We are a party to certain securities purchase agreements dated as of October 13, 2017 and November 17, 2017, with certain holders of our common stock, including some of our directors and 5% stockholders and their affiliates and entities affiliated with our directors, pursuant to which we issued and sold shares of our common stock at a purchase price of \$9.35 per share for an aggregate purchase price of approximately \$80,000,000. See the section herein entitled "Certain Relationships and Related Party Transactions—Sales of Securities" for additional information regarding the sale of these securities.

## **Participation in this Offering**

Certain of our existing stockholders, including certain of our directors and entities affiliated with certain of our directors, have indicated an interest in purchasing an aggregate of up to approximately \$            million in shares of our common stock in this offering at the initial public offering price. However, because indications of interest are not binding agreements or commitments to purchase, the underwriters may determine to sell more, fewer or no shares in this offering to any or all of these stockholders, or any or all of these stockholders may determine to purchase more, fewer or no shares in this offering. The underwriters will receive the same underwriting discount on any shares purchased by these stockholders as they will on any other shares sold to the public in this offering.

## **Policies and Procedures for Related Party Transactions**

In connection with this offering, we plan to adopt a written policy, effective upon completion of this offering, that requires all future transactions between us and any director, executive officer, holder of 5% or more of any class of our capital stock or any member of the immediate family of, or entities affiliated with, any of them, or any other related persons, as defined in Item 404 of Regulation S-K, or their affiliates, in which the amount involved is equal to or greater than \$120,000, be approved in advance by our audit committee. Any request for such a transaction must first be presented to our audit committee for review, consideration and approval. In approving or rejecting any such proposal, our audit committee is to consider the relevant facts and circumstances available and deemed relevant to the audit committee, including, but not limited to, the extent of the related party's interest in the transaction, and whether the transaction is on terms no less favorable to us than terms we could have generally obtained from an unaffiliated third party under the same or similar circumstances.

## PRINCIPAL STOCKHOLDERS

The following table sets forth information with respect to the beneficial ownership of our common stock as of June 30, 2018 by:

- each of our directors;
- each of our named executive officers;
- all of our directors and executive officers as a group; and
- each person, or group of affiliated persons, who is known by us to beneficially own more than 5% of our common stock.

The column entitled "Percentage of Shares Beneficially Owned—Before Offering" is based on a total of 28,093,666 shares of our common stock outstanding as of June 30, 2018. The column entitled "Percentage of Shares Beneficially Owned—After Offering" is based on \_\_\_\_\_ shares of our common stock to be outstanding after this offering, including the \_\_\_\_\_ shares of our common stock that we are selling in this offering, but not including any additional shares issuable upon exercise of outstanding options or any exercise by the underwriters of their option to purchase additional shares.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC and includes voting or investment power with respect to our common stock. Shares of our common stock subject to options that are currently exercisable or exercisable within 60 days after June 30, 2018, are considered outstanding and beneficially owned by the person holding the options for the purpose of calculating the percentage ownership of that person but not for the purpose of calculating the percentage ownership of any other person. The table below excludes any shares of our common stock that may be purchased in this offering pursuant to the reserved share program. See "Underwriting." Except as otherwise noted, the persons and entities in this table have sole voting and investment power with respect to all of the shares of our common stock beneficially owned by them, subject to community property laws, where applicable. Except as otherwise set forth below, the address of each beneficial owner is c/o Y-mAbs Therapeutics, Inc., 230 Park Avenue, 33rd Floor, New York, NY 10169.

Certain of our existing stockholders, including certain of our directors and entities affiliated with certain of our directors, have indicated an interest in purchasing an aggregate of up to approximately \$ \_\_\_\_\_ million in shares of our common stock in this offering at the initial public offering price. However, because indications of interest are not binding agreements or commitments to purchase, the underwriters may determine to sell more, fewer or no shares in this offering to any or all of these stockholders, or any or all of these stockholders may determine to purchase more, fewer or no shares in this offering. The underwriters will receive the same underwriting discount on any shares purchased by these stockholders as they will on any other shares sold to the public in this offering. The following table does not reflect any such potential purchases by these existing stockholders or their affiliated entities. If any shares are purchased by these stockholders, the number of shares of common stock beneficially owned after this offering and the percentage of common stock beneficially owned after this offering would increase from that set forth in the table below.

<u>Name and Address of Beneficial Owner</u>	<u>Number of Shares Beneficially Owned</u>	<u>Percentage of Shares Beneficially Owned</u>	
		<u>Before Offering</u>	<u>After Offering</u>
<b>5% Stockholders</b>			
WG Biotech ApS <sup>(1)</sup> Rungsted Strandvej 113 DK 0960 Rungsted Kyst, Denmark Attn: Johan Wedell-Wedellsborg	5,010,000	17.83%	
Memorial Sloan Kettering Cancer Center <sup>(2)</sup> Office of Technology Development 1275 York Avenue Box 524 New York, NY, 10065 Attn: Vice President	2,749,284	9.79%	
HBM Healthcare Investments (Cayman) Ltd. <sup>(3)</sup> Governors Square Suite #4-212-2 23 Lime Tree Bay Avenue West Bay, Grand Cayman Cayman Islands Attn: Jean-Marc LeSieur	2,486,095	8.85%	
Dr. Nai-Kong V. Cheung 425 East 58 Street Apt. 34D New York, NY 10022	2,426,400	8.64%	
Peter Bang Holding ApS <sup>(4)</sup> Richelieus Alle 8 DK 2900 Hellerup, Denmark Attn: Peter Bang	2,282,797	8.13%	
Weco Group A/S <sup>(1)</sup> Rungsted Strandvej 113 DK 2960 Rungsted Kyst, Denmark Attn: Johan Wedell-Wedellsborg	1,683,496	5.99%	
Sofinnova Venture Partners X, L.P. <sup>(5)</sup> 3000 Sand Hill Road Building 4-Suite 250 Menlo Park, CA 94025 Attn: Hooman Shahlavi, Partner & General Counsel	1,604,278	5.71%	
<b>Named Executive Officers and Directors</b>			
Thomas Gad <sup>(1)(6)</sup>	1,668,583	5.84%	
Dr. Claus Juan Møller San Pedro <sup>(7)</sup>	1,336,678	4.68%	
Bo Kruse <sup>(8)</sup>	661,369	2.33%	
Johan Wedell-Wedellsborg <sup>(9)</sup>	6,723,718	23.93%	
Dr. Gregory Raskin <sup>(10)</sup>	36,104	*	
Dr. Michael Buschle <sup>(11)</sup>	—	*	
Dr. James I. Healy <sup>(12)</sup>	1,607,834	5.72%	
Dr. Ashutosh Tyagi <sup>(13)</sup>	962,566	3.43%	
David N. Gill	3,556	*	
<i>All Current Executive Officers and Directors as a Group (12 persons)</i> <sup>(14)</sup>	13,140,445	46.56%	

\* Represents beneficial ownership of less than 1% of our outstanding shares of common stock.

(1) Johan Wedell-Wedellsborg is the majority owner of WG Biotech ApS and the owner of Weco Group A/S and as such has sole voting and dispositive power with respect to such shares. Mr. Gad owns a 20.57% equity interest in WG Biotech ApS, but has no voting or dispositive power over the shares of common stock held by WG Biotech ApS.

- (2) MSK is a not-for-profit corporation and the voting and investment control of MSK's shares are held by appropriate members of its management under the oversight of MSK's board of directors. As indicated in footnote 10 below, Dr. Gregory Raskin, MSK's designee to our board of directors, has no voting or dispositive power with respect to the shares owned by MSK.
- (3) The board of directors of HBM Healthcare Investments (Cayman) Ltd. has sole voting and investment power with respect to the shares by held by such entity. The board of directors of HBM Healthcare Investments (Cayman) Ltd. is comprised of Jean-Marc LeSieur, Richard Coles, Sophia Harris, Dr. Andreas Wicki, Paul Woodhouse and Mark Kronenfeld, none of whom has individual voting or investment power with respect to such shares, and each disclaims beneficial ownership of such shares except to the extent of any pecuniary interest therein. The address for HBM Healthcare Investments (Cayman) Ltd. is Governor's Square, Suite #4-212-2, 23 Lime Tree Bay Avenue, West Bay, Grand Cayman, Cayman Islands.
- (4) Peter Bang is the owner of Peter Bang Holding ApS and as such has sole voting and dispositive power with respect to such shares.
- (5) The voting and investment control of the shares owned by Sofinnova Venture Partners X, L.P., or Sofinnova, are held by Dr. James I. Healy, Dr. Anand Mehra and Michael F. Powell, Ph.D., the managing members of Sofinnova Management X, L.L.C., the General Partner of Sofinnova.
- (6) Includes (i) 1,190,000 shares of common stock owned by GAD Enterprises LLC, of which Mr. Gad is the sole member and manager and as such Mr. Gad has sole voting and dispositive power with respect to such shares, and (ii) 478,583 shares of common stock underlying options that are exercisable as of June 30, 2018 or will become exercisable within 60 days after such date.
- (7) Includes (i) 841,678 shares of common stock owned by CM Holding 2015 ApS, Dr. Møller's personal holding company of which Dr. Møller is the sole owner and as such Dr. Møller has sole voting and dispositive power with respect to such shares, and (ii) 495,000 shares of common stock underlying options that are exercisable as of June 30, 2018 or will become exercisable within 60 days after such date.
- (8) Includes (i) 300,000 shares of common stock owned directly by Mr. Kruse, (ii) 57,077 shares of common stock owned by Investeringselskabet G.H. ApS, Mr. Kruse's personal holding company of which Mr. Kruse is the sole owner and as such has the sole voting and dispositive power with respect to such shares, and (iii) 304,292 shares of common stock underlying options that are exercisable as of June 30, 2018 or will become exercisable within 60 days after such date.
- (9) Includes (i) 5,010,000 shares of common stock owned by WG Biotech ApS in which Mr. Wedell-Wedellsborg is the majority owner and as such has sole voting and dispositive power with respect to such shares, (ii) 1,683,496 shares owned by Weco Group A/S of which Mr. Wedells-Wedellsborg is the owner and as such has sole voting and dispositive power with respect to such shares, and (iii) 30,222 shares of common stock underlying options that are exercisable as of June 30, 2018 or will become exercisable within 60 days after such date.
- (10) Includes 5,882 shares of common stock owned directly by Dr. Raskin. Also includes 30,222 shares of common stock underlying options that are exercisable as of June 30, 2018 or will become exercisable within 60 days after such date. Does not include 2,749,284 shares of common stock owned by MSK. Dr. Raskin is an employee of MSK and is MSK's representative on our Board of Directors. Dr. Raskin has no voting or dispositive power with respect the shares owned by MSK, and therefore, Dr. Raskin disclaims beneficial ownership of such shares except to the extent of his pecuniary interest, if any, arising as a result of his employment with MSK.
- (11) Dr. Buschle, a member of our board of directors, is a consultant with HBM Partners AG. HBM Partners AG provides asset management services to HBM Healthcare Investments (Cayman) Ltd. Dr. Buschle has no voting or investment power over the shares held by HBM Healthcare Investments (Cayman) Ltd., and disclaims beneficial ownership of such shares.
- (12) As indicated in footnote 5 above, includes 1,604,278 shares of common stock owned by Sofinnova Venture Partners X, L.P., or Sofinnova. Dr. Healy is a managing member of Sofinnova Management X, L.L.C., the General Partner of Sofinnova, and as such has voting and dispositive power over such shares with Dr. Anand Mehra and Michael F. Powell, Ph.D., the other managing members of Sofinnova Management X, L.L.C.
- (13) Includes 659,358 shares of common stock owned by Scopia Health Care International Master Fund LLP, or Scopia LLP, and 303,208 shares of common stock owned by Scopia Health Care LLC, or Scopia LLC. Dr. Tyagi is an employee of Scopia Capital Management, Inc., or Scopia Capital, an affiliate of both

Scopia LLP and Scopia LLC. Dr. Tyagi disclaims beneficial ownership of such shares except to the extent of his pecuniary interest arising as a result of his employment with Scopia Capital.

- (14) Includes 1,439,806 shares of common stock underlying options that are exercisable as of June 30, 2018 or will become exercisable within 60 days after such date. Also includes 45,662 shares of common stock owned by an executive officer not named in the above table.

## DESCRIPTION OF CAPITAL STOCK

The following description of the rights of our common stock and convertible preferred stock is intended as a summary only and is qualified in its entirety by reference to our amended and restated certificate of incorporation and amended and restated bylaws, which will be filed as exhibits to the registration statement of which this prospectus is a part. We refer in this section to our amended and restated certificate of incorporation as our certificate of incorporation, and we refer to our amended and restated bylaws as our bylaws. The description of our capital stock reflects changes to our capital structure that will occur upon the completion of this offering.

Upon the closing of this offering and the filing of our certificate of incorporation to be effective upon completion of this offering, our authorized capital stock will consist of 100,000,000 shares of common stock, par value \$0.0001 per share, and 5,500,000 shares of preferred stock, par value \$0.0001 per share.

### **Common Stock**

#### ***Outstanding Shares***

Based on \_\_\_\_\_ shares of common stock outstanding as of \_\_\_\_\_, 2018 (including \_\_\_\_\_ shares of common stock subject to vesting), and upon the completion of this offering and the issuance of \_\_\_\_\_ shares of common stock in this offering, there will be \_\_\_\_\_ shares of common stock outstanding upon the closing of this offering. As of \_\_\_\_\_, 2018, we had approximately \_\_\_\_\_ record holders of our common stock. As of \_\_\_\_\_, 2018, there were \_\_\_\_\_ shares of common stock subject to outstanding options.

#### ***Voting Rights***

Each holder of common stock is entitled to one vote for each share on all matters submitted to a vote of the stockholders, including the election of directors. Our certificate of incorporation and bylaws to be in effect upon the completion of this offering do not provide for cumulative voting rights. Because of this, the holders of a plurality of the shares of common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they should so choose. With respect to matters other than the election of directors, at any meeting of the stockholders at which a quorum is present or represented, the affirmative vote of a majority of the voting power of the shares present in person or represented by proxy at such meeting and entitled to vote on the subject matter shall be the act of the stockholders, except as otherwise required by law. The holders of a majority of the stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders.

#### ***Dividends***

Subject to preferences that may be applicable to any then-outstanding preferred stock, holders of common stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds. For more information see the section of this prospectus captioned "Dividend Policy."

#### ***Liquidation***

In the event of our liquidation, dissolution or winding up, holders of common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then-outstanding shares of preferred stock.

### ***Rights and Preferences***

Holders of common stock have no preemptive, conversion, subscription or other rights, and there are no redemption or sinking fund provisions applicable to the common stock. The rights, preferences and privileges of the holders of common stock are subject to and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate in the future.

### ***Fully Paid and Nonassessable***

All of our outstanding shares of common stock are, and the shares of common stock to be issued pursuant to this offering, when paid for, will be fully paid and nonassessable.

### ***Registration Rights***

The Registration Rights Agreements provide certain holders of our common stock, including some of our directors and 5% stockholders and their respective affiliates and entities affiliated with our directors, the right, following the completion of this offering, to require us to register these shares under the Securities Act under specified circumstances as described below. The shares subject to registration rights under the Registration Rights Agreements, or the registrable shares, will represent approximately % of our outstanding common stock after this offering, or % if the underwriters exercise their option to purchase additional shares. After registration pursuant to these rights, these shares will become freely tradable without restriction under the Securities Act.

Under the Registration Rights Agreements, holders of registrable shares can demand that we file a registration statement or request that their shares be included on a registration statement that we are otherwise filing, in either case, registering the resale of their shares of common stock. These registration rights are subject to conditions and limitations, including the right, in certain circumstances, of the underwriters of an offering to limit the number of shares included in such registration and our right, in certain circumstances, not to effect a requested S-1 or S-3 registration during the period that is 60 days before our estimated date of filing of, and ending on a date that is 90 days (or 180 days in the case of our initial public offering) after the effective date of, a company-initiated registration statement.

The registration rights of any holder will terminate upon the earliest to occur of: (i) the date on which such holder holds no registrable shares, (ii) such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such holder's registrable shares without the requirement for us to be in compliance with the current publication information required under Rule 144(c)(1), and (iii) the fifth anniversary of this offering.

### ***Demand Registration Rights***

Beginning 180 days after the effective date of the registration statement of which this prospectus is a part, subject to specified limitations set forth in the Registration Rights Agreements, at any time the holder or holders of not less than a majority of our registrable securities, as defined in the Registration Rights Agreements, acting together, may demand in writing that we register the outstanding registrable securities under the Securities Act so long as the total amount of registrable shares requested to be registered has an anticipated aggregate offering price to the public of least \$10 million. We are not obligated to file a registration statement pursuant to this demand provision on more than two occasions, subject to specified exceptions.

In addition, at any time after we become eligible to file a registration statement on Form S-3 under the Securities Act, subject to specified limitations, a holder or holders of a majority of the registrable securities may demand in writing that we register on Form S-3 all or part of the registrable

securities held by them so long as the total amount of registrable shares requested to be registered has an anticipated aggregate offering price to the public of least \$10 million.

### ***Incidental Registration Rights***

If, at any time after the closing of this offering, we propose to file a registration statement to register any of our common stock under the Securities Act, either for our own account or for the account of any of our stockholders that are not holders of registrable securities, and on a form that would also permit the registration of registrable securities, the holders of our registrable securities are entitled to notice of registration and, subject to specified exceptions, we will be required to use our best efforts to register the registrable securities then held by them that they request that we register.

### ***Expenses of Registration***

Pursuant to the Registration Rights Agreements, we are required to pay all registration expenses, including registration fees, printing expenses, fees and disbursements of our counsel and accountants and reasonable fees and disbursements not to exceed \$50,000 of one counsel representing the selling stockholders, other than any underwriting discounts and commissions, related to any demand or incidental registration.

The Registration Rights Agreements contain customary cross-indemnification provisions, pursuant to which we are obligated to indemnify the selling stockholders in the event of material misstatements or omissions in the registration statement attributable to us, and they are obligated to indemnify us for material misstatements or omissions in the registration statement attributable to them.

### ***Preferred Stock***

Our board of directors has the authority, without further action by the stockholders, to issue up to 5,500,000 shares of preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, redemption rights, liquidation preferences, sinking fund terms and the number of shares constituting any series or the designation of such series, any or all of which may be greater than the rights of common stock. The issuance of preferred stock could adversely affect the voting power of holders of common stock and the likelihood that such holders will receive dividend payments and payments upon liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing change in our control or other corporate action. Upon closing of this offering, no shares of preferred stock will be outstanding, and we have no present plan to issue any shares of preferred stock.

### ***Anti-Takeover Provisions***

Our certificate of incorporation and bylaws will contain certain provisions that are intended to enhance the likelihood of continuity and stability in the composition of our board of directors but which may have the effect of delaying, deferring or preventing a future takeover or change in control of us unless such takeover or change in control is approved by our board of directors.

### ***Staggered Board; Removal of Directors***

Our amended and restated certificate of incorporation and our amended and restated bylaws to be effective upon the closing of the offering divide our board of directors into three classes with staggered three-year terms. In addition, our certificate of incorporation and our bylaws to be effective upon the closing of the offering provide that directors may be removed only for cause and only by the affirmative vote of the holders of 66<sup>2</sup>/<sub>3</sub>% of our shares of capital stock present in person or by proxy and entitled to vote. Under our certificate of incorporation and bylaws to be effective upon the closing

of the offering, any vacancy on our board of directors, including a vacancy resulting from an enlargement of our board of directors, may be filled only by vote of a majority of our directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. Furthermore, our amended and restated certificate of incorporation to be effective upon the closing of the offering provides that the authorized number of directors may be changed only by the resolution of our board of directors. The classification of our board of directors and the limitations on the ability of our stockholders to remove directors, change the authorized number of directors and fill vacancies could make it more difficult for a third party to acquire, or discourage a third party from seeking to acquire, control of our company.

***Stockholder Action; Special Meeting of Stockholders; Advance Notice Requirements for Stockholder Proposals and Director Nominations***

Our amended and restated certificate of incorporation and our amended and restated bylaws to be effective upon the closing of the offering provide that any action required or permitted to be taken by our stockholders at an annual meeting or special meeting of stockholders may only be taken if it is properly brought before such meeting and may not be taken by written action in lieu of a meeting. Our certificate of incorporation and our bylaws to be effective upon the closing of the offering also provide that, except as otherwise required by law, special meetings of the stockholders can only be called by the chairman of our board of directors, our chief executive officer or our board of directors. In addition, our bylaws to be effective upon the closing of the offering establish an advance notice procedure for stockholder proposals to be brought before an annual meeting of stockholders, including proposed nominations of candidates for election to our board of directors. Stockholders at an annual meeting may only consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of our board of directors, or by a stockholder of record on the record date for the meeting who is entitled to vote at the meeting and who has delivered timely written notice in proper form to our secretary of the stockholder's intention to bring such business before the meeting. These provisions could have the effect of delaying until the next stockholder meeting stockholder actions that are favored by the holders of a majority of our outstanding voting securities. These provisions also could discourage a third party from making a tender offer for our common stock because even if the third party acquired a majority of our outstanding voting stock, it would be able to take action as a stockholder, such as electing new directors or approving a merger, only at a duly called stockholders meeting and not by written consent.

***Super-Majority Voting***

The DGCL provides generally that the affirmative vote of a majority of the shares entitled to vote on any matter is required to amend a corporation's certificate of incorporation or bylaws unless a corporation's certificate of incorporation or bylaws, as the case may be, requires a greater percentage. Our bylaws to be effective upon the closing of the offering may be amended or repealed by a majority vote of our board of directors or the affirmative vote of the holders of at least 66<sup>2</sup>/<sub>3</sub>% of the votes that all our stockholders would be entitled to cast in any annual election of directors. In addition, the affirmative vote of the holders of at least 66<sup>2</sup>/<sub>3</sub>% of the votes that all our stockholders would be entitled to cast in any election of directors is required to amend or repeal or to adopt any provisions inconsistent with any of the provisions of our certificate of incorporation described above.

***Section 203 of the Delaware General Corporation Law***

Upon completion of this offering, we will be subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a publicly-held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a three-year period following the time that this stockholder becomes an interested stockholder, unless the business combination is approved in a

prescribed manner. A "business combination" includes, among other things, a merger, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns, or did own within three years prior to the determination of interested stockholder status, 15% or more of the corporation's voting stock.

Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless it satisfies one of the following conditions: before the stockholder became interested, our board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder; upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances; or at or after the time the stockholder became interested, the business combination was approved by our board of directors of the corporation and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

#### **Exclusive Forum Selection**

Our certificate of incorporation to be effective upon the closing of the offering provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of our company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, employees or stockholders to our company or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (4) any action asserting a claim arising pursuant to any provision of our certificate of incorporation or bylaws (in each case, as they may be amended from time to time) or governed by the internal affairs doctrine. Although our certificate of incorporation contains the choice of forum provision described above, it is possible that a court could rule that such a provision is inapplicable for a particular claim or action or that such provision is unenforceable.

#### **Authorized but Unissued Shares**

The authorized but unissued shares of common stock and preferred stock are available for future issuance without stockholder approval, subject to any limitations imposed by the listing requirements of the Nasdaq Global Market. These additional shares may be used for a variety of corporate finance transactions, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved common stock and preferred stock could make it more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

#### **Transfer Agent and Registrar**

The transfer agent and registrar for our common stock is . The transfer agent and registrar's address is .

#### **Nasdaq Global Market**

We plan to apply to have our common stock listed on the Nasdaq Global Market under the symbol "YMAB."

## SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common stock, and an active trading market for our common stock may not develop or be sustained after this offering. Future sales of substantial amounts of our common stock in the public market, including shares issued upon exercise of outstanding options or in the public market after this offering, or the anticipation of these sales, could adversely affect market prices prevailing from time to time and could impair our ability to raise capital through sales of our equity securities.

Based upon the \_\_\_\_\_ shares of our common stock that were outstanding on \_\_\_\_\_, 2018, upon the closing of this offering, we will have \_\_\_\_\_ outstanding \_\_\_\_\_ shares of our common stock, after giving effect to the issuance of \_\_\_\_\_ shares of our common stock in this offering and assuming no exercise by the underwriters of their option to purchase additional shares and no exercise of options outstanding as of June 30, 2018.

Of the shares to be outstanding immediately after the closing of this offering, we expect that the \_\_\_\_\_ shares to be sold in this offering, assuming that the underwriters do not exercise their option to purchase additional shares, will be freely tradable without restriction or further registration under the Securities Act unless purchased by our "affiliates," as that term is defined in Rule 144 under the Securities Act, or Rule 144, whose sales would be subject to the Rule 144 resale restrictions described below, other than the holding period requirement.

The remaining \_\_\_\_\_ shares of our common stock and any shares purchased in this offering by our affiliates will be "restricted securities" under Rule 144, and we expect that substantially all of these restricted securities will be subject to the 180-day lock-up period under the lock-up agreements as described below. These restricted securities may be sold in the public market only if registered or pursuant to an exemption from registration, such as Rule 144 or Rule 701 under the Securities Act.

### Rule 144

In general, under Rule 144, beginning 90 days after the date of this prospectus, any person who is not our affiliate and has not been our affiliate at any time during the preceding three months and has held their shares for at least six months, including the holding period of any prior owner other than one of our affiliates, may sell shares without restriction, subject to the availability of current public information about us. In addition, under Rule 144, any person who is not our affiliate and has not been our affiliate at any time during the preceding three months and has held their shares for at least one year, including the holding period of any prior owner other than one of our affiliates, would be entitled to sell an unlimited number of shares immediately upon the closing of this offering without regard to whether current public information about us is available.

Beginning 90 days after the date of this prospectus, a person who is our affiliate or who was our affiliate at any time during the preceding three months may sell any unrestricted securities, as well as restricted securities that the person has beneficially owned for at least six months, including the holding period of any prior owner other than one of our affiliates, under Rule 144. Affiliates selling restricted or unrestricted securities may sell a number of shares within any three-month period that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately \_\_\_\_\_ shares immediately after this offering; and
- the average weekly trading volume of our common stock on the Nasdaq Global Market during the four calendar weeks preceding the filing of a Notice of Proposed Sale of Securities Pursuant to Rule 144 with respect to the sale.

Sales under Rule 144 by our affiliates are also subject to manner of sale provisions and notice requirements and to the availability of current public information about us.

Upon expiration of the 180-day lock-up period described below, approximately \_\_\_\_\_ shares of our common stock will be eligible for sale under Rule 144, including shares eligible for resale immediately upon the closing of this offering as described above. We cannot estimate the number of shares of our common stock that our existing stockholders will elect to sell under Rule 144.

### **Rule 701**

In general, under Rule 701 of the Securities Act, any of our employees, consultants or advisors, other than our affiliates, who purchased shares from us in connection with a qualified compensatory stock plan or other written agreement is eligible to resell these shares 90 days after the date of this prospectus in reliance on Rule 144, but without compliance with the holding period requirements of Rule 144 and without regard to the volume of such sales or the availability of public information about us. Subject to the 180-day lock-up period described below, approximately \_\_\_\_\_ shares of our common stock will be eligible for sale in accordance with Rule 701.

### **Lock-Up Agreements**

We, each of our executive officers and directors and the holders of our outstanding stock have agreed that, without the prior written consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Cowen and Company, LLC, on behalf of the underwriters, we and they will not, subject to limited exceptions, during the period ending 180 days after the date of this prospectus:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any shares of our common stock or any securities convertible into or exchangeable or exercisable for our common stock;
- exercise any right with respect to the registration of any shares of our common stock or any security convertible into or exercisable or exchangeable for our common stock, or with respect to the filing of any registration statement in connection therewith under the Securities Act; or
- enter into any swap or any other agreement or any transaction that transfers, in whole or in part, the economic consequence of ownership of our common stock, whether any transaction described above is to be settled by delivery of our common stock or such other securities, in cash or otherwise.

### **Stock Options**

As of \_\_\_\_\_, 2018, we had outstanding options to purchase \_\_\_\_\_ shares of our common stock, of which options to purchase \_\_\_\_\_ shares were vested and exercisable. Following this offering, we intend to file one or more registration statements on Form S-8 under the Securities Act to register all of the shares of our common stock subject to outstanding options under the 2015 Plan and options and other awards issuable pursuant to the 2015 Plan. Shares covered by these registration statements will then be eligible for sale in the public markets, subject to vesting restrictions, any applicable lock-up agreements described above and Rule 144 limitations applicable to affiliates.

### **Registration Rights**

After the completion of this offering, the holders of up to \_\_\_\_\_ shares of our common stock will be entitled to certain rights with respect to the registration of such shares under the Securities Act. The registration of these shares of our common stock under the Securities Act would

result in these shares becoming eligible for sale in the public market without restriction under the Securities Act immediately upon the effectiveness of such registration, subject to the Rule 144 limitations applicable to affiliates. See the section titled "Description of Capital Stock—Registration Rights" for a description of these registration rights.

### **Registration Statement**

In connection with this offering, we intend to file a registration statement on Form S-8 under the Securities Act to register all of the shares of our common stock subject to equity awards outstanding or reserved for issuance under our equity compensation plans. The shares of our common stock covered by such registration statements will be eligible for sale in the public market without restriction under the Securities Act immediately upon the effectiveness of such registration statements, subject to vesting restrictions, the conditions of Rule 144 applicable to affiliates and any applicable market standoff agreements and lock-up agreements. See the section titled "Executive and Director Compensation—Stock Option and Other Compensation Plans" for a description of our equity compensation plans.

**MATERIAL U.S. FEDERAL INCOME AND ESTATE TAX CONSIDERATIONS  
FOR NON-U.S. HOLDERS OF COMMON STOCK**

The following is a discussion of material U.S. federal income and estate tax considerations relating to the ownership and disposition of our common stock by a non-U.S. holder. For purposes of this discussion, the term "non-U.S. holder" means a beneficial owner (other than a partnership or other entity or arrangement that is treated as a partnership for U.S. federal income tax purposes) of our common stock that is not, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if (1) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have authority to control all substantial decisions of the trust or (2) the trust has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

This discussion does not address the tax treatment of partnerships or other entities or arrangements that are pass-through entities for U.S. federal income tax purposes or persons who hold their common stock through partnerships or other such pass-through entities. A partner in a partnership or other pass-through entity that will hold our common stock should consult that partner's tax advisor regarding the tax consequences of the ownership and disposition of our common stock through a partnership or other pass-through entity, as applicable.

This discussion is based on current provisions of the Code, final, temporary and proposed U.S. Treasury Regulations promulgated thereunder, current administrative rulings and judicial decisions, all as in effect as of the date of this prospectus and all of which are subject to change or to differing interpretation, possibly with retroactive effect. In particular, Congress currently is considering significant tax reform proposals to the U.S. federal tax laws. Any change could alter the tax consequences to non-U.S. holders described in this prospectus. There can be no assurance that the Internal Revenue Service, or the IRS, will not challenge one or more of the tax consequences described in this prospectus.

We assume in this discussion that each non-U.S. holder holds shares of our common stock as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all aspects of U.S. federal income and estate taxation that may be relevant to a particular non-U.S. holder in light of that non-U.S. holder's individual circumstances nor does it address any aspects of U.S. state, local or non-U.S. taxes, the alternative minimum tax, or the Medicare tax on net investment income. This discussion also does not consider any specific facts or circumstances that may apply to a non-U.S. holder and does not address the special tax rules applicable to particular non-U.S. holders, such as:

- financial institutions;
- brokers, dealers or traders in securities;
- tax-exempt organizations;
- pension plans;

- owners that hold our common stock as part of a straddle, hedge, conversion transaction, synthetic security or other integrated investment or who have elected to mark securities to market;
- non-U.S. holders who hold more than 5% of our common stock, directly or by attribution;
- insurance companies;
- controlled foreign corporations;
- passive foreign investment companies;
- companies that accumulate earnings to avoid U.S. federal income tax;
- government organizations; and
- certain U.S. expatriates.

**THIS DISCUSSION IS FOR INFORMATION ONLY AND IS NOT, AND IS NOT INTENDED TO BE, LEGAL OR TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE U.S. FEDERAL, STATE, LOCAL, ESTATE AND NON-U.S. INCOME AND OTHER TAX CONSIDERATIONS, INCLUDING THAT OF INCOME TAX TREATIES, OF ACQUIRING, HOLDING AND DISPOSING OF OUR COMMON STOCK.**

### **Distributions**

As discussed under "Dividend Policy" above, we do not expect to make cash dividends to holders of our common stock in the foreseeable future. If we make distributions in respect of our common stock, those distributions generally will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles, subject to the tax treatment described in this section. If a distribution exceeds our current and accumulated earnings and profits, the excess amount of the distribution will be treated as a tax-free return of the non-U.S. holder's investment, up to the holder's tax basis in the common stock and correspondingly reduce (but not below zero) the non-U.S. holder's basis in such stock. Any remaining excess of the distribution once the non-U.S. holder's basis is reduced to zero will be treated as capital gain, subject to the tax treatment described below under the heading "Gain on Sale, Exchange or Other Taxable Disposition of Our Common Stock." Any such distributions will also be subject to the discussions below under the headings "Information Reporting and Backup Withholding" and "FATCA."

Subject to the discussion below on effectively connected income, dividends paid to a non-U.S. holder generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence.

Dividends that are treated as effectively connected with a trade or business conducted by a non-U.S. holder within the United States, and, if an applicable income tax treaty so provides, that are attributable to a permanent establishment or a fixed base maintained by the non-U.S. holder within the United States, generally are exempt from the 30% withholding tax if the non-U.S. holder satisfies applicable certification and disclosure requirements (generally including provision of a valid IRS Form W-8ECI (or applicable successor form) certifying that the dividends are effectively connected with the non-U.S. holder's conduct of a trade or business within the United States). However, such U.S. effectively connected income, net of specified deductions and credits, is taxed in the hands of the non-U.S. holder at the same graduated U.S. federal income tax rates as would apply if such holder were a U.S. person (as defined in the Code). Any income effectively connected with a trade or business conducted within the United States that is received by a non-U.S. holder that is classified as a

corporation for U.S. federal income tax purposes may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence.

A non-U.S. holder of our common stock who claims the benefit of an applicable income tax treaty between the United States and such holder's country of residence generally will be required to provide a properly executed IRS Form W-8BEN or W-8BEN-E (or successor form) and satisfy applicable certification and other requirements. Non-U.S. holders are urged to consult their tax advisors regarding their entitlement to benefits under a relevant income tax treaty and the specific methods available to them to satisfy such requirements.

A non-U.S. holder that is eligible for a reduced rate of U.S. withholding tax under an income tax treaty may obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim for a refund with the IRS.

#### **Gain on Sale, Exchange or Other Taxable Disposition of Our Common Stock**

Subject to the discussions below under the headings "Information Reporting and Backup Withholding" and "FATCA," a non-U.S. holder generally will not be subject to U.S. federal income tax or withholding tax on any gain realized upon such non-U.S. holder's sale, exchange or other disposition of our common stock unless:

- the gain is effectively connected with the non-U.S. holder's conduct of a trade or business in the United States, and, if an applicable income tax treaty so provides, the gain is attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States; in these cases, the non-U.S. holder generally will be taxed on a net income basis at the graduated U.S. federal income tax rates applicable to U.S. persons (as defined in the Code), and, if the non-U.S. holder is a non-U.S. corporation, an additional branch profits tax at a rate of 30% (or a lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence) may also apply;
- the non-U.S. holder is a non-resident alien present in the United States for 183 days or more in the taxable year of the disposition and certain other requirements are met, in which case the non-U.S. holder will be subject to a 30% tax (or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence) on the net gain derived from the disposition, which may be offset by certain U.S.-source capital losses of the non-U.S. holder, if any; or
- we are or have been, at any time during the five-year period preceding such disposition (or the non-U.S. holder's holding period, if shorter) a "U.S. real property holding corporation" unless our common stock is regularly traded on an established securities market and the non-U.S. holder held no more than 5% of our outstanding common stock, directly, indirectly or by attribution, during the shorter of the five-year period ending on the date of the disposition or the period that the non-U.S. holder held our common stock. Generally, a corporation is a "U.S. real property holding corporation" if the fair market value of its "U.S. real property interests" (as defined in the Code and applicable regulations) equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests plus its other assets used or held for use in a trade or business. Although there can be no assurance, we believe that we are not currently, and we do not anticipate becoming, a "U.S. real property holding corporation" for U.S. federal income tax purposes. No assurance can be *provided* that our common stock will be regularly traded on an established securities market for purposes of the rule described above.

Non-U.S. holders are urged to consult with their tax advisors on the treatment of any gain on the disposition of our common stock based on their particular circumstances.

### **Information Reporting and Backup Withholding**

The gross amount of the distributions on our common stock paid to each non-U.S. holder and the tax withheld, if any, with respect to such distributions must be reported annually to the IRS and to such holder. Non-U.S. holders generally will have to comply with specific certification procedures to establish that the holder is not a U.S. person (as defined in the Code) in order to avoid backup withholding at the applicable rate with respect to dividends on our common stock. Generally, a holder will comply with such procedures if it provides a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable Form W-8), or otherwise establishes an exemption through an income tax treaty or otherwise. Dividends paid to non-U.S. holders subject to withholding of U.S. federal income tax, as described above under "Distributions," generally will be exempt from U.S. backup withholding if such forms described herein are timely and properly provided. Notwithstanding the foregoing, backup withholding may apply if we have actual knowledge, or reason to know, that the non-U.S. holder is a U.S. person (as defined in the Code) that is not an exempt recipient.

Information reporting and backup withholding generally will apply to the proceeds of a disposition of our common stock by a non-U.S. holder effected by or through the U.S. office of any broker, U.S. or non-U.S., unless the holder certifies its status as a non-U.S. holder and satisfies certain other requirements, or otherwise establishes an exemption. Generally, information reporting and backup withholding will not apply to a payment of disposition proceeds to a non-U.S. holder where the transaction is effected outside the United States through a non-U.S. office of a broker. However, for information reporting purposes, dispositions effected through a non-U.S. office of a broker with substantial U.S. ownership or operations generally will be treated in a manner similar to dispositions effected through a U.S. office of a broker. Non-U.S. holders should consult their tax advisors regarding the application of the information reporting and backup withholding rules to them.

Copies of information returns may be made available to the tax authorities of the country in which the non-U.S. holder resides or is incorporated under the provisions of a specific treaty or agreement.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. holder can be refunded or credited against the non-U.S. holder's U.S. federal income tax liability, if any, *provided* that an appropriate claim is timely filed with the IRS.

### **FATCA**

Provisions of the Code commonly known as the Foreign Account Tax Compliance Act, or FATCA, generally impose a 30% withholding tax on dividends on, and gross proceeds from the sale or disposition of, our common stock if paid to a foreign entity unless: (i) if the foreign entity is a "foreign financial institution," (as defined in the Code), the foreign entity undertakes certain due diligence, information reporting, withholding, and certification obligations, (ii) if the foreign entity is not a "foreign financial institution," and the foreign entity identifies certain of its U.S. investors, if any, or (iii) the foreign entity is otherwise exempt under FATCA.

Withholding under FATCA generally (1) applies to payments of dividends on our common stock and (2) will apply to payments of gross proceeds from a sale or other disposition of our common stock made after December 31, 2018. An intergovernmental agreement between the United States and an applicable foreign country may modify the requirements described in this section. Under certain circumstances, a non-U.S. holder may be eligible for refunds or credits of the tax. Non-U.S. holders

should consult their tax advisors regarding the possible implications of FATCA on their investment in our common stock.

### **Federal Estate Tax**

Shares of our common stock that are owned or treated as owned by an individual who is not a citizen or resident of the United States (as specially defined for U.S. federal estate tax purposes) at the time of death are considered U.S. situs assets and will be included in the individual's gross estate for U.S. federal estate tax purposes. Such shares, therefore, may be subject to U.S. federal estate tax, unless an applicable estate tax or other treaty provides otherwise.

**The preceding discussion of material U.S. federal tax considerations is for information only. It is not legal or tax advice. Prospective investors should consult their tax advisors regarding the particular U.S. federal, state, local and non-U.S. tax consequences of purchasing, holding and disposing of our common stock, including the consequences of any proposed changes in applicable laws.**

## UNDERWRITING

Merrill Lynch, Pierce, Fenner & Smith Incorporated and Cowen and Company, LLC are acting as representatives of each of the underwriters named below. Subject to the terms and conditions set forth in an underwriting agreement among us and the underwriters, we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us, the number of shares of common stock set forth opposite its name below.

<u>Underwriter</u>	<u>Number of Shares</u>
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Cowen and Company, LLC	
Canaccord Genuity LLC	
BTIG, LLC	
Total	<u>          </u>

Subject to the terms and conditions set forth in the underwriting agreement, the underwriters have agreed, severally and not jointly, to purchase all of the shares sold under the underwriting agreement if any of these shares are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make in respect of those liabilities.

The underwriters are offering the shares, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the shares, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officer's certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

### Commissions and Discounts

The representatives have advised us that the underwriters propose initially to offer the shares to the public at the public offering price set forth on the cover page of this prospectus and to dealers at that price less a concession not in excess of \$        per share. After the initial offering, the public offering price, concession or any other term of the offering may be changed.

The following table shows the public offering price, underwriting discount and proceeds before expenses to us. The information assumes either no exercise or full exercise by the underwriters of their option to purchase additional shares.

	<u>Per Share</u>	<u>Without Option</u>	<u>With Option</u>
Public offering price	\$	\$	\$
Underwriting discount	\$	\$	\$
Proceeds, before expenses, to us	\$	\$	\$

The expenses of the offering, not including the underwriting discount, are estimated at \$        and are payable by us. We have also agreed to reimburse the underwriters for their expenses relating to clearance of this offering with the Financial Industry Regulatory Authority in an amount up to \$60,000.

### **Option to Purchase Additional Shares**

We have granted an option to the underwriters, exercisable for 30 days after the date of this prospectus, to purchase up to \_\_\_\_\_ additional shares at the public offering price, less the underwriting discount. If the underwriters exercise this option, each will be obligated, subject to conditions contained in the underwriting agreement, to purchase a number of additional shares proportionate to that underwriter's initial amount reflected in the above table.

### **Reserved Share Program**

At our request, the underwriters have reserved for sale, at the initial public offering price, up to \_\_\_\_\_, \_\_\_\_\_ % of the shares offered by this prospectus for sale to some of our directors, officers, employees, business associates and related persons. If these persons purchase reserved shares it will reduce the number of shares available for sale to the general public. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same terms as the other shares offered by this prospectus. We have agreed to reimburse the underwriters for certain fees and expenses in connection with this reserved share program, including the fees and disbursements of counsel to the underwriters, up to an amount not to exceed \$ \_\_\_\_\_.

### **No Sales of Similar Securities**

We, our executive officers and directors and our other existing security holders have agreed not to sell or transfer any common stock or securities convertible into, exchangeable for, exercisable for, or repayable with common stock, for 180 days after the date of this prospectus without first obtaining the written consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Cowen and Company, LLC. Specifically, we and these other persons have agreed, with certain limited exceptions, not to directly or indirectly

- offer, pledge, sell or contract to sell any common stock,
- sell any option or contract to purchase any common stock,
- purchase any option or contract to sell any common stock,
- grant any option, right or warrant for the sale of any common stock,
- lend or otherwise dispose of or transfer any common stock,
- request or demand that we file a registration statement or make a confidential submission related to the common stock, or
- enter into any swap or other agreement that transfers, in whole or in part, the economic consequence of ownership of any common stock whether any such swap or transaction is to be settled by delivery of shares or other securities, in cash or otherwise.

This lock-up provision applies to common stock and to securities convertible into or exchangeable or exercisable for or repayable with common stock. It also applies to common stock owned now or acquired later by the person executing the agreement or for which the person executing the agreement later acquires the power of disposition. Merrill Lynch, Pierce, Fenner & Smith Incorporated and Cowen and Company, LLC, in their sole discretion, may release the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time with or without notice. In addition, in the event that any stockholder holding in excess of 5% of our outstanding shares, or a Major Holder, is granted an early release from the lock-up restrictions with respect to our securities in an aggregate amount in excess of one percent of our issued and outstanding shares (whether in one or multiple releases), then each other Major Holder automatically will be granted an equivalent early release from its obligations under the lock-up agreement on a pro-rata

basis. Such release shall not be applicable in the event of an underwritten primary or secondary public offering or sale of our common stock during the period ending 180 days after the date of this prospectus.

### **Nasdaq Global Market Listing**

We expect the shares to be approved for listing on the Nasdaq Global Market, subject to notice of issuance, under the symbol "YMAB."

### **Determination of Estimated Offering Price**

Before this offering, there has been no public market for our common stock. The initial public offering price will be determined through negotiations between us and the representatives. In addition to prevailing market conditions, the factors to be considered in determining the initial public offering price are:

- the valuation multiples of publicly traded companies that the representatives believe to be comparable to us,
- our financial information,
- the history of, and the prospects for, our company and the industry in which we compete,
- an assessment of our management, its past and present operations, and the prospects for, and timing of, our future revenues,
- the present state of our development, and
- the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to ours.

An active trading market for the shares may not develop. It is also possible that after the offering the shares will not trade in the public market at or above the initial public offering price.

The underwriters do not expect to sell more than 5% of the shares in the aggregate to accounts over which they exercise discretionary authority.

### **Price Stabilization, Short Positions and Penalty Bids**

Until the distribution of the shares is completed, SEC rules may limit underwriters and selling group members from bidding for and purchasing our common stock. However, the representatives may engage in transactions that stabilize the price of the common stock, such as bids or purchases to peg, fix or maintain that price.

In connection with the offering, the underwriters may purchase and sell our common stock in the open market. These transactions may include short sales, purchases on the open market to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering. "Covered" short sales are sales made in an amount not greater than the underwriters' option to purchase additional shares described above. The underwriters may close out any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option granted to them. "Naked" short sales are sales in excess of such option. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our common stock in

the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of shares of common stock made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Similar to other purchase transactions, the underwriters' purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. The underwriters may conduct these transactions on the Nasdaq Global Market, in the over-the-counter market or otherwise.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. In addition, neither we nor any of the underwriters make any representation that the representatives will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

### **Electronic Distribution**

In connection with the offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such as e-mail.

### **Other Relationships**

Some of the underwriters and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

### **Notice to Prospective Investors in the European Economic Area**

In relation to each member state of the European Economic Area, no offer of shares which are the subject of the offering has been, or will be made to the public in that Member State, other than under the following exemptions under the Prospectus Directive:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the Representatives for any such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

*provided* that no such offer of shares referred to in (a) to (c) above shall result in a requirement for us or any representative to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

Each person located in a Member State to whom any offer of shares is made or who receives any communication in respect of an offer of shares, or who initially acquires any shares will be deemed to have represented, warranted, acknowledged and agreed to and with each representative and us that (1) it is a "qualified investor" within the meaning of the law in that Member State implementing Article 2(1)(e) of the Prospectus Directive; and (2) in the case of any shares acquired by it as a financial intermediary as that term is used in Article 3(2) of the Prospectus Directive, the shares acquired by it in the offer have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Member State other than qualified investors, as that term is defined in the Prospectus Directive, or in circumstances in which the prior consent of the Representatives has been given to the offer or resale; or where shares have been acquired by it on behalf of persons in any Member State other than qualified investors, the offer of those shares to it is not treated under the Prospectus Directive as having been made to such persons.

We, the representatives and their respective affiliates will rely upon the truth and accuracy of the foregoing representations, acknowledgments and agreements.

This prospectus has been prepared on the basis that any offer of shares of our common stock in any Member State will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of shares. Accordingly any person making or intending to make an offer in that Member State of shares which are the subject of the offering contemplated in this prospectus may only do so in circumstances in which no obligation arises for us or any of the representatives to publish a prospectus pursuant to Article 3 of the Prospectus Directive in relation to such offer. Neither we nor the representatives have authorized, nor do they authorize, the making of any offer of shares in circumstances in which an obligation arises for us or the representatives to publish a prospectus for such offer.

For the purposes of this provision, the expression an "offer of shares to the public" in relation to any shares in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the shares to be offered so as to enable an investor to decide to purchase or subscribe the shares, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (as amended) and includes any relevant implementing measure in each Member State.

The above selling restriction is in addition to any other selling restrictions set out below.

#### **Notice to Prospective Investors in the United Kingdom**

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are "qualified investors" (as defined in the Prospectus Directive) (i) who have professional experience in matters relating to investments falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, or the Order, and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). This document must not be acted on or relied on in the United Kingdom by persons who are not relevant persons. In the United Kingdom, any investment or investment activity to which this document relates is only available to, and will be engaged in with, relevant persons.

### **Notice to Prospective Investors in Switzerland**

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, our company, the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

### **Notice to Prospective Investors in the Dubai International Financial Centre**

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority, or DFSA. This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

### **Notice to Prospective Investors in Australia**

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission ("ASIC"), in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (the "Exempt Investors") who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

#### **Notice to Prospective Investors in Hong Kong**

The shares have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the shares has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

#### **Notice to Prospective Investors in Japan**

The shares have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, will not be offered or sold, directly or indirectly, in Japan, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person, except in compliance with all applicable laws, regulations and ministerial guidelines promulgated by relevant Japanese governmental or regulatory authorities in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

#### **Notice to Prospective Investors in Singapore**

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; or
- (e) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

#### **Notice to Prospective Investors in Canada**

The shares may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, *provided* that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

## LEGAL MATTERS

The validity of the shares of our common stock offered hereby is being passed upon for us by Satterlee Stephens LLP. Certain legal matters relating to this offering will be passed upon for the underwriters by Shearman & Sterling LLP.

## EXPERTS

The financial statements as of December 31, 2016 and 2017 and for the years then ended included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

### *Change in our public accounting firm*

On October 19, 2017, we dismissed PricewaterhouseCoopers Statsautoriseret Revisionspartnerselskab, based in Copenhagen, Denmark, or PwC DK, as our independent accountants. The decision to dismiss PwC DK as our independent registered public accounting firm was approved by our board of directors.

The reports of PwC DK on our 2016 and 2015 consolidated financial statements did not contain any adverse opinion or disclaimer of opinion, nor was such report qualified or modified as to uncertainty, audit scope or accounting principles. During the year ended December 31, 2016 and 2015 and through the subsequent interim period through October 19, 2017, there were no disagreements between us and PwC DK on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreement, if not resolved to the satisfaction of PwC DK, would have caused them to make reference to the subject matter of the disagreement in connection with their reports on the financial statements for such years. During the years ended December 31, 2016 and 2015 and the subsequent interim period through October 19, 2017, there have been no reportable events (as defined in S-K 304(a)(1)(v)).

On October 20, 2017, we engaged PricewaterhouseCoopers LLP, or PwC, as our independent registered public accounting firm, to audit our consolidated financial statements as of and for the years ended December 31, 2016 and 2017.

During our year ended December 31, 2016 and in the subsequent interim period through October 20, 2017, neither we nor anyone on our behalf consulted with PwC regarding either: (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our financial statements, and neither a written report was provided to us or oral advice was provided to us that PwC concluded was an important factor considered by us in reaching a decision as to the accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a disagreement or reportable event as defined in Regulation S-K, Item 304(a)(1)(iv) and Item 304(a)(1)(v), respectively.

We delivered a copy of this disclosure to PwC DK and requested that they furnish us a letter addressed to the SEC stating whether they agree with the above statements. In their letter to the SEC dated August 24, 2018, attached as Exhibit 16.1 to the registration statement of which this prospectus forms a part, PwC DK states that they agree with the statements above concerning their firm.

## WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of our common stock we are offering to sell. This prospectus, which constitutes part of the registration statement, does not include all of the information contained in the registration statement and the exhibits, schedules and amendments to the registration statement. Some items are omitted in accordance with the rules and regulations of the SEC. For further information with respect to us and our common stock, we refer you to the registration statement and to the exhibits, schedules and amendments to the registration statement. Statements contained in this prospectus about the contents of any contract, agreement or other document filed as an exhibit are not necessarily complete, and, in each instance, we refer you to the copy of the contract, agreement or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference.

You may read and copy the registration statement of which this prospectus is a part at the SEC's public reference room, which is located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You can request copies of the registration statement by writing to the Securities and Exchange Commission and paying a fee for the copying cost. Please call the SEC at 1-800-SEC-0330 for more information about the operation of the SEC's public reference room. In addition, the SEC maintains an Internet website, which is located at [www.sec.gov](http://www.sec.gov), that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC. You may access the registration statement of which this prospectus is a part at the SEC's Internet website.

Upon completion of this offering, we will be subject to the information reporting requirements of the Exchange Act, and we will file annual, quarterly and proxy reports, proxy statements and other information with the SEC. We intend to furnish our stockholders with annual reports containing financial statements certified by an independent registered public accounting firm. We also maintain a website at [www.ymabs.com](http://www.ymabs.com). The information contained on, or that can be accessed through, our website is not a part of, and is not incorporated into, this prospectus. We have included our website address in this prospectus solely as an inactive textual reference.

Y-MABS THERAPEUTICS, INC.

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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Shareholders of Y-mAbs Therapeutics, Inc.:

***Opinion on the Financial Statements***

We have audited the accompanying consolidated balance sheets of Y-mAbs Therapeutics, Inc. and its subsidiary (the "Company") as of December 31, 2017 and 2016, and the related consolidated statements of comprehensive loss, changes in stockholders' equity and cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

***Basis for Opinion***

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP

Florham Park, New Jersey

May 18, 2018, except for the segment disclosure in Note 2 and the effect of disclosing earnings per share information discussed in Note 4 to the consolidated financial statements, as to which the date is June 7, 2018

We have served as the Company's auditor since 2017.

**Y-MABS THERAPEUTICS, INC.**
**Consolidated Balance Sheets**
**(in thousands, except share data)**

	<u>December 31, 2017</u>	<u>December 31, 2016</u>	<u>June 30, 2018 (unaudited)</u>
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$ 90,483	\$ 16,875	\$ 70,152
Restricted cash	32	28	31
Other current assets	840	358	1,546
Total current assets	<u>91,355</u>	<u>17,261</u>	<u>71,729</u>
Property and equipment, net	—	—	118
Deferred offering costs	772	—	1,263
Other assets	—	—	188
<b>TOTAL ASSETS</b>	<u>\$ 92,127</u>	<u>\$ 17,261</u>	<u>\$ 73,298</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>			
<b>LIABILITIES</b>			
Accounts payable	\$ 5,909	\$ 2,227	\$ 4,242
Accrued liabilities	2,016	748	1,485
Total current liabilities	<u>7,925</u>	<u>2,975</u>	<u>5,727</u>
Accrued long-term liabilities	2,050	2,225	2,050
<b>TOTAL LIABILITIES</b>	<u>9,975</u>	<u>5,200</u>	<u>7,777</u>
Commitments and contingencies (Note 6)			
<b>STOCKHOLDERS' EQUITY</b>			
Preferred stock \$0.0001 par value, 1,000,000 shares authorized at December 31, 2016, and 5,500,000 shares authorized at December 31, 2017 and June 30, 2018 (unaudited); None issued at December 31, 2016 and 2017 and June 30, 2018 (unaudited)	—	—	—
Common stock, \$0.0001 par value, 50,000,000 shares authorized at December 31, 2017 and December 31, 2016 and June 30, 2018 (unaudited); 16,552,884 shares issued at December 31, 2016, and 26,749,666 shares issued at December 31, 2017 and June 30, 2018 (unaudited)	3	2	3
Additional paid in capital	123,879	34,429	124,955
Accumulated other comprehensive income	(169)	30	(88)
Accumulated deficit	<u>(41,561)</u>	<u>(22,400)</u>	<u>(59,349)</u>
<b>TOTAL STOCKHOLDERS' EQUITY</b>	<u>82,152</u>	<u>12,061</u>	<u>65,521</u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<u>\$ 92,127</u>	<u>\$ 17,261</u>	<u>\$ 73,298</u>

The accompanying notes are an integral part of the consolidated financial statements

## Y-MABS THERAPEUTICS, INC.

## Consolidated Statements of Comprehensive Loss

(In thousands, except share and per share data)

	For The Year Ended December 31, 2017	For The Year Ended December 31, 2016	For The Six Months Ended June 30, 2018 (unaudited)	For The Six Months Ended June 30, 2017 (unaudited)
<b>OPERATING EXPENSES</b>				
Research and development	\$ 14,307	\$ 13,855	\$ 14,497	\$ 4,606
General and administrative	4,937	3,184	3,240	1,521
Total operating expenses	<u>19,244</u>	<u>17,039</u>	<u>17,737</u>	<u>6,127</u>
Loss from operations	<u>(19,244)</u>	<u>(17,039)</u>	<u>(17,737)</u>	<u>(6,127)</u>
<b>OTHER INCOME/(EXPENSES)</b>				
Other income (expenses)	83	(18)	(51)	46
NET LOSS	<u>\$ (19,161)</u>	<u>\$ (17,057)</u>	<u>\$ (17,788)</u>	<u>\$ (6,081)</u>
<b>Other comprehensive income/(loss)</b>				
Foreign currency translation	(199)	40	81	(71)
COMPREHENSIVE LOSS	<u>\$ (19,360)</u>	<u>\$ (17,017)</u>	<u>\$ (17,707)</u>	<u>\$ (6,152)</u>
Net loss per share attributable to common				
stockholders, basic and diluted	\$ (0.99)	\$ (1.21)	\$ (0.66)	\$ (0.34)
Weighted average common shares outstanding, basic				
and diluted	<u>19,397,506</u>	<u>14,087,456</u>	<u>26,749,666</u>	<u>17,644,530</u>

The accompanying notes are an integral part of the consolidated financial statements

**Y-MABS THERAPEUTICS, INC.**
**Consolidated Statements of Changes in Stockholders' Equity**
**(In thousands, except share data)**

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive (Loss)/Income	Accumulated Deficit	Stockholders' Equity
	Shares	Amount				
Balance January 1, 2016	11,243,384	\$ 1	\$ 12,920	\$ (10)	\$ (5,343)	\$ 7,568
Issuance of common stock to investors, net of issuance costs	3,945,171	1	19,337	—	—	19,338
Issuance of common stock to strategic partner	999,929	—	2,280	—	—	2,280
Issuance of common stock to nonemployees	448,000	—	—	—	—	—
Repurchase of common stock	(83,600)	—	(366)	—	—	(366)
Stock-based compensation expense	—	—	258	—	—	258
Other comprehensive income	—	—	—	40	—	40
Net loss	—	—	—	—	(17,057)	(17,057)
Balance December 31, 2016	<u>16,552,884</u>	<u>\$ 2</u>	<u>\$ 34,429</u>	<u>\$ 30</u>	<u>\$ (22,400)</u>	<u>\$ 12,061</u>
Issuance of common stock to investors, net of issuance costs	9,748,782	1	88,841	—	—	88,842
Issuance of common stock to nonemployees	448,000	—	—	—	—	—
Stock-based compensation expense	—	—	609	—	—	609
Other comprehensive income	—	—	—	(199)	—	(199)
Net loss	—	—	—	—	(19,161)	(19,161)
Balance December 31, 2017	<u>26,749,666</u>	<u>\$ 3</u>	<u>\$ 123,879</u>	<u>\$ (169)</u>	<u>\$ (41,561)</u>	<u>\$ 82,152</u>
Stock-based compensation expense (unaudited)	—	—	1,076	—	—	1,076
Other comprehensive income (unaudited)	—	—	—	81	—	81
Net loss (unaudited)	—	—	—	—	(17,788)	(17,788)
Balance June 30, 2018 (unaudited)	<u>26,749,666</u>	<u>3</u>	<u>124,955</u>	<u>(88)</u>	<u>(59,349)</u>	<u>65,521</u>

The accompanying notes are an integral part of the consolidated financial statements

**Y-MABS THERAPEUTICS, INC.**
**Consolidated Statements of Cash Flows**

(In thousands)

	For the Year Ended December 31, 2017	For the Year Ended December 31, 2016	For The Six Months Ended June 30, 2018 (unaudited)	For The Six Months Ended June 30, 2017 (unaudited)
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Net loss	\$ (19,161)	\$ (17,057)	\$ (17,788)	\$ (6,081)
Adjustments to reconcile net loss to net cash used in operating activities:				
Depreciation and amortization	—	—	6	—
Stock-based compensation	609	258	1,076	295
Non-cash expense in connection with equity issuance to strategic partner	—	2,280	—	—
Foreign currency transactions	(63)	—	79	—
Changes in assets and liabilities:				
Other current assets	(482)	(309)	(706)	(440)
Other assets	—	—	(188)	—
Accounts payable	2,385	836	(368)	(636)
Accrued liabilities and other	842	2,826	(575)	(20)
<b>NET CASH USED IN OPERATING ACTIVITIES</b>	<b>(15,870)</b>	<b>(11,166)</b>	<b>(18,464)</b>	<b>(6,882)</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Purchase of property and equipment	—	—	(124)	—
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<b>—</b>	<b>—</b>	<b>(124)</b>	<b>—</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>				
Proceeds from issuance of common stock, net of issuance costs	89,844	19,338	(1,002)	10,137
Repurchase of common stock	—	(366)	—	—
Payment of offering costs	(258)	—	(766)	—
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>	<b>89,586</b>	<b>18,972</b>	<b>(1,768)</b>	<b>10,137</b>
Effect of exchange rates on cash and cash equivalents	(108)	—	25	(75)
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	<b>73,608</b>	<b>7,806</b>	<b>(20,331)</b>	<b>3,180</b>
Cash and cash equivalents at the beginning of period	16,875	9,069	90,483	16,875
<b>Cash and cash equivalents at the end of period</b>	<b>\$ 90,483</b>	<b>\$ 16,875</b>	<b>\$ 70,152</b>	<b>\$ 20,055</b>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH FINANCING ACTIVITIES</b>				
Common stock issuance cost in accounts payable	\$ 1,002	—	—	—
Deferred offering costs included in other assets and accounts payable and accrued liabilities and other	\$ 514	—	\$ 239	—

The accompanying notes are an integral part of the consolidated financial statements

**Y-MABS THERAPEUTICS, INC.**

**Notes to Financial Statements**

**NOTE 1—ORGANIZATION AND DESCRIPTION OF BUSINESS**

Y-mAbs Therapeutics, Inc. ("we," "us," "our," the "Company," or "Y-mAbs") is a clinical-stage biopharmaceutical company focused on the development and commercialization of novel antibody therapeutic products to treat cancer.

We have entered into a worldwide license and research collaboration agreement (the "MSK License Agreement") with Memorial Sloan-Kettering Cancer Center ("MSK") our strategic partner, under which we have obtained the exclusive rights to MSK's rights to two clinical stage antibody-based product development programs for the treatment of neuroblastoma and other oncology indications. The MSK License Agreement also includes a protein Multimerization Platform Technology—MULTI TAG™, and an option to obtain the rights to certain chimeric antigen receptor T-cell, or CAR-T, technologies, as well as rights to next-generation humanized, affinity matured bispecific antibodies.

The Company is headquartered in New York and was incorporated on April 30, 2015 under the laws of the State of Delaware.

**NOTE 2—BASIS OF PRESENTATION**

The Company has not generated any revenue and has incurred losses since inception. Operations of the Company are subject to certain risks and uncertainties, including, among others, uncertainty of drug candidate development; technological uncertainty; uncertainty regarding patents and proprietary rights; uncertainty in obtaining FDA approval in the United States and regulatory approval in other jurisdictions; marketing or sales capability or experience; uncertainty in getting adequate payer coverage and reimbursement; and dependence on key personnel, compliance with government regulations and the need to obtain additional financing. Drug candidates currently under development will require significant additional research and development efforts, including extensive preclinical and clinical testing and regulatory approval, prior to commercialization. These efforts require significant amounts of additional capital, adequate personnel infrastructure and extensive compliance-reporting capabilities.

The Company's drug candidates are in the development stage. There can be no assurance that the Company's research and development will be successfully completed, that adequate protection for the Company's intellectual property will be obtained, that any products developed will obtain necessary government regulatory approval or that any approved products will be commercially viable. Even if the Company's product development efforts are successful, it is uncertain when, if ever, the Company will generate significant revenue from product sales. The Company operates in an environment of rapid change in technology and substantial competition from pharmaceutical and biotechnology companies.

The Company's financial statements have been prepared on the basis of continuity of operations, realization of assets and the satisfaction of liabilities in the ordinary course of business. The Company has experienced negative cash flows and had an accumulated deficit of \$41,561,000 as of December 31, 2017 and \$59,349,000 as of June 30, 2018 (unaudited). Through June 30, 2018, the Company has funded its operations through proceeds from sales of shares of its common stock. As of December 31, 2017, the Company had cash and cash equivalents of \$90,483,000, and as of June 30, 2018 the Company had cash and cash equivalents of \$70,152,000 (unaudited). As of the issuance date of the annual financial statements for the year ended December 31, 2017, the Company expected that its cash and cash equivalents at December 31, 2017 would be sufficient to fund its operating expenses and capital expenditure requirements through at least the next twelve months. The future viability of the Company, until such time that the Company has commercialized any of its products, is dependent

**Y-MABS THERAPEUTICS, INC.**

**Notes to Financial Statements (Continued)**

**NOTE 2—BASIS OF PRESENTATION (Continued)**

on its ability to raise additional capital to finance its operations. The Company's failure to raise capital as and when needed could have a negative impact on its financial condition and ability to pursue its business strategies.

As of August 21, 2018, the issuance date of the interim financial statements for the six months ended June 30, 2018, the Company expects that its cash and cash equivalents at June 30, 2018 will be sufficient to fund its operating expenses and capital expenditure requirements through at least the next twelve months (unaudited).

The Company is seeking to complete an initial public offering of its common shares. In the event the Company does not complete an initial public offering, and fails to generate cash from its operating activities, the Company expects to seek additional funding through private equity financings, debt financings, or other capital sources, including collaborations with other companies or other strategic transactions. The Company may not be able to obtain financing on acceptable terms, or at all. The terms of any financing may adversely affect the holdings or the rights of the Company's shareholders. The Company may not be able to obtain additional future financing on acceptable terms, or at all, and the Company may not be able to enter into collaboration arrangements or obtain government grants. The terms of any financing may adversely affect the holdings or the rights of the Company's stockholders. If the Company is unable to obtain funding, the Company could be forced to delay, reduce or eliminate its research and development programs, product portfolio expansion or commercialization efforts, which could adversely affect its business prospects.

The accompanying consolidated financial statements reflected the accounts of the Company and its wholly-owned subsidiary and have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). All intercompany balances and transactions have been eliminated.

**NOTE 3—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*Use of Estimates*

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period. Significant estimates and assumptions reflected in these financial statements include, but are not limited to, the accrual for research and development expenses, the accrual of milestone and royalty payments, the valuation of shares of common stock and stock options. Estimates are periodically reviewed in light of changes in circumstances, facts and experience. Changes in estimates are recorded in the period in which they become known. Actual results could differ from those estimates.

*Unaudited Interim Financial Information*

The accompanying consolidated balance sheet as of June 30, 2018, the statements of comprehensive loss and of cash flows for the six months ended June 30, 2017 and 2018, and the statement of changes in stockholders' equity for the six months ended June 30, 2018 are unaudited. The unaudited interim financial statements have been prepared on the same basis as the audited annual financial statements and, in the opinion of management, reflect all adjustments, which include

**Y-MABS THERAPEUTICS, INC.****Notes to Financial Statements (Continued)****NOTE 3—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

only normal recurring adjustments, necessary for the fair statement of the Company's financial position as of June 30, 2018 and the results of its operations and its cash flows for the six months ended June 30, 2017 and 2018. The financial data and other information disclosed in these notes related to the six months ended June 30, 2017 and 2018 are also unaudited. The results for the six months ended June 30, 2018 are not necessarily indicative of results to be expected for the year ending December 31, 2018, any other interim periods, or any future year or period.

***Cash and Cash Equivalents***

The Company considers all highly-liquid investments with maturities of three months or less from date of purchase to be cash equivalents.

The Company primarily maintains its cash balances with financial institutions in federally insured accounts and cash held in an unrestricted escrow account. The Company has cash in financial institutions in excess of FDIC insurance limits.

***Property and Equipment***

Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization expense is recognized using the straight-line method over the estimated useful life of each asset as follows:

	<u>Estimated Useful Life</u>
Furniture and fixtures	5 years
Leasehold improvements	Shorter of life of lease or 15 years

Upon retirement or sale, the cost of assets disposed of and the related accumulated depreciation and amortization are removed from the accounts and any resulting gain or loss is included in loss from operations. Expenditures for repairs and maintenance are charged to expense as incurred.

***Impairment of Long-Lived Assets***

ASC 360, Property, Plant and Equipment, addresses the financial accounting and reporting for impairment or disposal of long-lived assets. The Company reviews the recorded values of long-lived assets for impairment whenever events or changes in business circumstance indicate that the carrying amount of an asset or group of assets may not be fully recoverable.

***Deferred Offering Costs***

The Company capitalizes certain legal, professional accounting and other third-party fees that are directly associated with in-process equity financings as deferred offering costs within other assets until such financings are consummated. After consummation of the equity financing, these costs are recorded in shareholders' equity as a reduction of proceeds generated as a result of the offering. Should the planned equity financing be abandoned, the deferred offering costs will be expensed immediately as a charge to operating expenses in the consolidated statement of comprehensive loss. The Company did not record any deferred offering costs as of December 31, 2016. The Company

**Y-MABS THERAPEUTICS, INC.**

**Notes to Financial Statements (Continued)**

**NOTE 3—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

recorded deferred offering costs of \$772,000 as other assets as of December 31, 2017 and \$1,263,000 as of June 30, 2018 (unaudited).

***Income Taxes***

The Company accounts for income taxes under the asset and liability approach for the financial accounting and reporting of income taxes. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to net operating loss carry forwards and temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. These assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which the temporary differences are expected to reverse. A valuation allowance is established when management determines that it is more likely than not that some portion or all of the deferred tax assets will not be realized.

The Company prepares and files tax returns based on its interpretation of tax laws and regulations. In the normal course of business, the Company's tax returns are subject to examination by various taxing authorities. Such examinations may result in future tax and interest assessments by these taxing authorities. In determining the Company's tax provision for financial reporting purposes, the Company establishes a reserve for uncertain tax positions unless such positions are determined to be more likely than not of being sustained upon examination based on their technical merits. The Company considers many factors when evaluating and estimating its tax positions and tax benefits, which may require periodic adjustments and which may not accurately anticipate actual outcomes. Accordingly, the Company will report a liability for unrecognized tax benefits resulting from any uncertain tax positions taken or expected to be taken on a tax return.

The Company's policy is to recognize, when applicable, interest and penalties on uncertain tax positions as part of income tax expense.

In accordance with guidance issued by Financial Accounting Standards Board ("FASB"), companies should make and disclose a policy election as to whether they will recognize deferred taxes for basis differences expected to reverse as Global Intangible Low-Taxed Income ("GILTI") or whether they will account for GILTI as period costs if and when incurred. The Company has elected to recognize the resulting tax with respect to the GILTI provision as a period cost.

***Research and Development Costs***

Research and development costs are charged to operations when incurred and are included in operating expenses. Research and development costs consist principally of compensation cost for our employees and consultants that perform our research activities, the fees paid to maintain our licenses, the payments to third parties for manufacturing and clinical research organizations and additional product development, and consumables and other materials used in research and development. The Company records accruals for estimated ongoing research and development costs. When evaluating the adequacy of the accrued liabilities, the Company analyzes progress of the studies or clinical trials, including the phase or completion of events, invoices received and contracted costs. Actual results could differ from the Company's estimates. The Company is obligated to make certain milestone and royalty payments in accordance with the contractual terms of its license agreement with MSK based upon the resolution of certain contingencies. The Company records the milestone and royalty payment when the achievement of the milestone or payment of the milestone or royalty is probable and the

**Y-MABS THERAPEUTICS, INC.**

**Notes to Financial Statements (Continued)**

**NOTE 3—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

amount of the payment is reasonably estimable. Research and development costs were \$14,307,000 and \$13,855,000 for the years ended December 31, 2017 and 2016, respectively, and \$14,497,000 and \$4,606,000 for the six months ended June 30, 2018 and 2017 (unaudited), respectively.

***Patent Costs***

The Company expenses the costs of obtaining and maintaining patents as general and administrative expenses.

***Stock-Based Compensation***

The Company measures stock options granted to employees and directors based on the fair value on the date of the grant and recognizes compensation expense of those awards, over the requisite service period, which is the vesting period of the respective award. Forfeitures are accounted for as they occur. The Company issues stock options with only service-based vesting conditions and records the expense for these awards using the straight-line method over the requisite service period.

For share-based awards granted to non-employees, compensation expense is recognized over the period during which services are rendered by such non-employees until completed. At the end of each financial reporting period prior to completion of the service, the fair value of these awards is remeasured using the then-current fair value of the Company's common shares and updated assumption inputs in the Black-Scholes option-pricing model.

The fair value of each stock option grant is estimated on the date of grant using the Black-Scholes option pricing model. The Company historically has been a private company and lacks company-specific historical and implied volatility information for its shares. Therefore, it estimates its expected share price volatility based on the historical volatility of a group of publicly-traded peer companies and expects to continue to do so until such time as it has adequate historical data regarding the volatility of its own traded share price. The expected term of the Company's stock options has been determined utilizing the "simplified" method for awards as the Company has limited historical data to support the expected term assumption. The expected term of stock options granted to non-employees is equal to the contractual term of the option award. The risk-free interest rate is determined by reference to the U.S. Treasury yield curve in effect at the time of grant of the award for time periods approximately equal to the expected term of the award. The expected dividend yield is based on the fact that the Company has never paid cash dividends on common shares and does not expect to pay any cash dividends in the foreseeable future.

***Segment Information***

The Company is engaged solely in the discovery and development of novel antibody therapeutic products to treat cancer. Accordingly, the Company has determined that it operates in one operating segment.

***Comprehensive Loss***

Comprehensive loss includes net loss as well as other changes in stockholders' equity that result from transactions and economic events other than those with shareholders. The difference between net

**Y-MABS THERAPEUTICS, INC.**

**Notes to Financial Statements (Continued)**

**NOTE 3—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

loss and comprehensive loss for the period presented in the accompanying financial statements was due to foreign currency translation.

***Foreign Currency***

The financial statements of our Danish subsidiary with a functional currency other than the U.S. dollar are translated into U.S. dollars using period-end exchange rates for assets and liabilities, historical exchange rates for stockholders' equity and weighted average exchange rates for operating results. Translation gains and losses are included in accumulated other comprehensive income (loss), net of tax, in stockholders' equity. Foreign currency transaction gains and losses are included in the results of operations in other income and expense.

***Recently Issued Accounting Pronouncements (unaudited)***

In June 2018, the FASB issued ASU No. 2018-07, Compensation—Stock Compensation (Topic 718), Improvements to Nonemployee Share-Based Payment Accounting ("ASU 2018-07"). ASU 2018-07 is intended to simplify aspects of share-based compensation issued to non-employees by making the guidance consistent with the accounting for employee share-based compensation. ASU 2018-07 is required to be adopted for annual periods beginning after December 15, 2018, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact that the adoption of ASU 2018-07 will have on its consolidated financial statements.

In May 2017, the FASB issued Accounting Standards Update 2017-09 ("ASU 2017-09"), Compensation—Stock Compensation (Topic 718)—Scope of Modification Accounting. Under the new guidance, modification accounting is required only if the fair value, the vesting conditions, or the classification of the award changes as a result of the change in terms or conditions. The guidance is effective prospectively for annual periods beginning on or after December 15, 2017 with early adoption permitted. The Company adopted ASU 2017-09 on January 1, 2018 and will account for any modifications in accordance with ASU 2017-09 subsequent to the effective date.

In November 2016, the FASB issued Accounting Standards Update 2016-18 ("ASU 2016-18"), Statement of Cash Flows (Topic 230)—Restricted Cash. Under the new guidance, it changes the presentation of restricted cash and cash equivalents on the statement of cash flows. Restricted cash and restricted cash equivalents will be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. This amendment is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. Early adoption is permitted, including adoption in an interim period. The adoption of this standard on January 1, 2018 did not have a material impact on our consolidated financial statements and related disclosures.

In August 2016, the FASB issued Accounting Standards Update 2016-15 ("ASU 2016-15"), Classification of Certain Cash Receipts and Cash Payments. ASU 2016-15 clarifies how certain cash receipts and payments should be presented in the statement of cash flows. The guidance is effective in 2018 with early adoption permitted. The adoption of this standard on January 1, 2018 did not have a material impact on our consolidated financial statements and related disclosures.

**Y-MABS THERAPEUTICS, INC.****Notes to Financial Statements (Continued)****NOTE 3—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

In February 2016, the FASB issued Accounting Standards Update No. 2016-02 ("ASU 2016-02"), Leases, which is effective for fiscal years, and interim periods within those years, beginning after December 15, 2018 with early adoption permitted. Under ASU 2016-02, lessees will be required to recognize for all leases, at the commencement date of the lease, a lease liability, which is a lessee's obligation to make lease payments arising from a lease measured on a discounted basis, and a right-to-use asset, which is an asset that represents the lessee's right to use or control the use of a specified asset for the lease term. The Company is currently evaluating the effect that the new guidance will have on its financial statements and related disclosures.

In November 2015, the FASB issued Accounting Standards Update 2015-17 ("ASU 2015-17"), Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes. ASU 2015-17 simplifies current guidance and requires companies to classify all deferred tax assets and liabilities as noncurrent on the balance sheet. ASU 2015-17 can be applied either prospectively or retrospectively and is effective for periods beginning after December 15, 2016, with early adoption permitted. The adoption of this standard on January 1, 2017 did not have a material impact on our consolidated financial statements and related disclosures.

**NOTE 4—EARNINGS (LOSS) PER SHARE**

Basic earnings (loss) per share ("EPS") is calculated by dividing net income or loss attributable to common stockholders by the weighted average common stock outstanding. Diluted EPS is calculated by adjusting weighted average common shares outstanding for the dilutive effect of common stock options and warrants. In periods in which a net loss is recorded, no effect is given to potentially dilutive securities, since the effect would be antidilutive. Securities that could potentially dilute basic EPS in the future were not included in the computation of diluted EPS because to do so would have been antidilutive. The calculations of basic and diluted net loss per share are as follows:

	December 31,		June 30,	
	2017	2016	2018	2017
			(unaudited)	(unaudited)
	(in thousands, except share and per share amounts)			
Net loss (numerator)	\$ (19,161)	\$ (17,057)	\$ (17,788)	\$ (6,081)
Weighted-average shares, in thousands (denominator)	19,397,506	14,087,456	26,749,666	17,644,530
Basic and diluted net loss per share	\$ (0.99)	\$ (1.21)	\$ (0.66)	\$ (0.34)

Potentially dilutive securities outstanding as of December 31, 2017 and 2016 relate to stock options outstanding of 2,219,000 and 2,159,000 shares, respectively, and 2,739,373 and 2,159,000 shares as of June 30, 2018 and 2017 (unaudited), respectively.

**Y-MABS THERAPEUTICS, INC.****Notes to Financial Statements (Continued)****NOTE 5—ACCRUED LIABILITIES**

Accrued short-term liabilities at December 31, 2017 and 2016, respectively, and June 30, 2018 (unaudited), are as follows:

	<u>December 31,</u>		<u>June 30, 2018</u> <u>(unaudited)</u>
	<u>2017</u>	<u>2016</u>	
Accrued milestone payments	\$ 875,000	\$ 400,000	\$ 875,000
Accrued clinical costs	212,000	—	—
Accrued compensation and board fees	810,000	324,000	347,000
Other	119,000	24,000	263,000
<b>Total</b>	<b>\$ 2,016,000</b>	<b>\$ 748,000</b>	<b>\$ 1,485,000</b>

Accrued long-term liabilities at December 31, 2017 and 2016, respectively, and June 30, 2018 (unaudited) are as follows:

	<u>December 31,</u>		<u>June 30, 2018</u> <u>(unaudited)</u>
	<u>2017</u>	<u>2016</u>	
Accrued milestone and royalty payments	\$ 2,050,000	\$ 2,225,000	\$ 2,050,000

**NOTE 6—LICENSE AGREEMENTS AND COMMITMENTS**

The Company has entered into two license agreements and certain other agreements with MSK. The license agreements are further described below as the MSK License Agreement and the CD33 License Agreement. These license agreements with MSK grant the Company certain patent rights and intellectual property rights. In consideration of obtaining the patent rights and intellectual property rights, the Company agreed to make certain payments and issue shares of the Company's common stock to MSK. Certain of the payments are contingent milestone and royalty payments, the terms of which are further described below. Amounts disclosed in footnote 5 for accrued milestone and royalty payments are inclusive of obligations under the MSK License Agreement and CD33 License Agreement, collectively.

**MSK License Agreement**

On August 20, 2015, we entered into the MSK License Agreement that grants us a worldwide, sublicensable license to MSK's rights to certain patent rights and intellectual property rights related to certain know-how to develop, make, and commercialize licensed products and to perform services for all therapeutic and diagnostic uses in the field of cancer diagnostics and cancer treatments.

The patents and patent applications covered by this agreement are directed, in part, to naxitamab, an anti GD2 antibody, and omburtamab, which is an anti B3-H7 antibody, as well as affinity matured versions of certain antibodies and certain single chain variable fragments (Fv) constructs, and their use for immunotherapy, targeting the treatment of neuroblastoma and other oncology indications. Upon entering into the MSK License Agreement in 2015 and in exchange for the licenses, we paid MSK an upfront payment, issued 1,428,500 shares of our common stock to MSK and agreed to provide certain anti-dilution rights to MSK. In addition, we are required to pay to MSK certain royalty and

**Y-MABS THERAPEUTICS, INC.****Notes to Financial Statements (Continued)****NOTE 6—LICENSE AGREEMENTS AND COMMITMENTS (Continued)**

milestone payments. We expensed the upfront payment and the issuance of shares to MSK in 2015. We also recorded expense related to common stock issued related to certain anti-dilution rights held by MSK. See further description in note 7, Stockholders' Equity.

The MSK License Agreement requires us to pay to MSK mid to high single digit royalties based on annual net sales of licensed products or the performance of licensed services by us and our affiliates and sublicensees. We are obligated to pay annual minimum royalties of \$80,000 over the royalty term, commencing on the fifth anniversary of the license agreement. These amounts are non-refundable but are creditable against royalty payments otherwise due under the MSK License Agreement. Total expensed minimum royalty payments in 2016 under the MSK License Agreement were \$1,200,000, upon determination that the payment of such minimum royalties was probable and the amount was estimable in 2016. The accrued minimum royalties were recorded as long-term accrued liabilities as of December 31, 2017 and 2016, and as of June 30, 2018 (unaudited). We are also obligated to pay MSK certain clinical, regulatory and sales-based milestone payments under the MSK License Agreement. Certain of the clinical and regulatory milestone payments become due at the earlier of completion of the related milestone activity or the date indicated in the MSK License Agreement. Total clinical and regulatory milestones potentially due under the MSK License Agreement are \$2,450,000 and \$9,000,000, respectively. There are also sales-based milestones that become due should the Company achieve certain amounts of sales of licensed products resulting from the license arrangement with MSK, with total sales-based milestones potentially due of \$20,000,000. The Company records milestones in the period in which the contingent liability is probable and the amount is reasonably estimable. In addition, to the extent we enter into sublicense arrangements, we are obligated to pay to MSK a percentage of certain payments that we receive from sublicensees of the rights licensed to us by MSK, which percentage will be based upon the achievement of certain clinical milestones. The Company has not entered into any sublicenses related to the MSK License Agreement. Failure by the Company to meet certain conditions under the arrangement could cause the related license to such licensed product to be canceled and could result in termination of the entire arrangement with MSK. In addition, the Company may terminate the MSK License Agreement with prior written notice to MSK.

Total milestones expensed in 2017 and 2016 under the MSK License Agreement were \$150,000 and \$1,675,000, respectively, all of which related to clinical milestones, which become due either based upon the passage of time or achievement of the related milestone activities. No milestones were expensed in the six months ended June 30, 2018 (unaudited) and the milestone payment of \$150,000 referred to above was expensed in the six months ended June 30, 2017 (unaudited). Of these clinical milestones, \$250,000 was paid in 2016, and \$1,425,000 was recorded as accrued liabilities as of December 31, 2016. As of December 31, 2016, \$1,025,000 of accrued milestone obligations was recorded within accrued long-term liabilities and \$400,000 was recorded within accrued short-term liabilities. These milestone-related charges were recorded as research and development expense in 2016, upon determination that payment of these clinical milestone obligations was probable after satisfying the financing requirements described herein. As of December 31, 2017, and June 30, 2018 (unaudited) \$300,000 of accrued milestone obligations was recorded within accrued long-term liabilities and \$875,000 was recorded within accrued short-term liabilities. Research and development is inherently uncertain and as described above, should such research and development fail, the MSK License Agreement is cancelable at the Company's option. The Company also considered the development risk and each party's termination rights under the agreement when considering whether any regulatory-

**Y-MABS THERAPEUTICS, INC.****Notes to Financial Statements (Continued)****NOTE 6—LICENSE AGREEMENTS AND COMMITMENTS (Continued)**

based milestone payments, certain of which also contain time-based payment requirements, were probable. Given the uncertainty associated with research and development and the Company's ability to cancel the MSK License Agreement, such regulatory-based obligations were determined not to be probable as of December 31, 2017 or 2016, and June 30, 2018 (unaudited) and therefore have not been accrued.

CD33 License Agreement

On November 13, 2017, we entered into an exclusive license agreement for certain MSK rights in connection with certain CD33 antibodies, which we refer to as the CD33 License Agreement. The CD33 License Agreement obligates us to pay to MSK mid to high single digit royalties based on annual net sales of licensed products or the performance of licensed services by us and our affiliates and sublicensees. We are obligated to pay annual minimum royalties of \$40,000 over the royalty term, increasing to \$60,000 once a patent within the licensed rights is issued, and commencing on the tenth anniversary of the CD33 License Agreement. These amounts are non-refundable but are creditable against royalty payments otherwise due under the CD33 License Agreement. We are also obligated to pay MSK certain fees under a sponsored research agreement under the CD33 License Agreement. In addition, milestone payments become due upon achievement of the related clinical, regulatory or sales-based milestone defined in the CD33 License Agreement. Certain of the clinical and regulatory milestone payments become due at the earlier of completion of the related milestone activity or the date indicated in the CD33 License Agreement. Total potential clinical and regulatory milestones potentially due under the CD33 License Agreement are \$550,000 and \$500,000, respectively. There are also sales-based milestones that become due should the Company achieve certain amounts of sales of licensed products resulting from the CD33 License Agreement with MSK, with total sales-based milestones potentially due of \$7,500,000. Failure by the Company to meet certain conditions under the CD33 License Agreement could cause the related license to such licensed product to be canceled and could result in termination of the arrangement with MSK. In addition, the Company may terminate the CD33 License Agreement with prior written notice to MSK. The Company records milestones in the period in which the contingent liability is probable and the amount is reasonably estimable. In addition, to the extent we enter into sublicense arrangements, we are obligated to pay to MSK a percentage of certain payments that we receive from sublicensees of the rights licensed to us by MSK, which percentage will be based upon the achievement of certain clinical milestones. The Company has not entered into any sublicenses related to the CD33 License Agreement.

In 2017, the total milestone obligations expensed under the CD33 License Agreement with MSK was \$550,000, all of which related to clinical milestones. Such clinical milestone obligations become due either based upon the passage of time or achievement of the related milestone activities. None of these clinical milestone obligations were paid in 2017 or in the six months ended June 30, 2018 (unaudited), and the total amount of \$550,000 was recorded as accrued long-term liabilities as of December 31, 2017 and June 30, 2018 (unaudited). These milestone-related charges were recorded as research and development expense in 2017. Research and development is inherently uncertain and as described above, should such research and development fail, the CD33 License Agreement is cancelable at the Company's option. The Company considered risks as well as each party's termination rights under the CD33 License Agreement when considering whether any regulatory-based milestone payments and minimum royalty payments, certain of which also contain time-based payment requirements, were probable. Given the uncertainty associated with research and development and the

**Y-MABS THERAPEUTICS, INC.****Notes to Financial Statements (Continued)****NOTE 6—LICENSE AGREEMENTS AND COMMITMENTS (Continued)**

Company's ability to cancel the CD33 License Agreement, such obligations were determined not to be probable as of December 31, 2017 and June 30, 2018 (unaudited) and therefore have not been accrued.

MabVax sublicense agreement

On June 27, 2018, the Company has entered a sublicense agreement with MabVax Therapeutics Holding, Inc ("MabVax") pursuant to which MabVax has sublicensed to the Company certain of MabVax's patent rights and know-how for development and commercialization of products for the prevention or treatment of neuroblastoma by means of administering a bi-valent ganglioside vaccine, granted to MabVax pursuant to an exclusive license agreement between MabVax and MSK. Under the sublicense agreement, the Company has paid a license fee of \$700,000 to MabVax and will pay an additional \$600,000 at the first anniversary of the sublicense agreement, provided that no notice of termination has been made by the Company before such date. The initial license fee of \$700,000 was expensed and paid upon execution of the agreement during the six months ended June 30, 2018 (unaudited). The Company has agreed to become solely responsible for future amounts payable to MSK and to handle other of MabVax' obligations applicable to the licensed indication towards MSK. This includes the obligation to pay development milestones totaling \$1,400,000 and mid single-digit royalty payments to MSK. Research and development is inherently uncertain and as described above, should such research and development fail, the MabVax sublicense agreement is cancelable at the Company's option. The Company considered risks as well as each party's termination rights under the MabVax sublicense agreement when considering whether any milestone payments and minimum royalty payments were probable. Given the uncertainty associated with research and development and the Company's ability to cancel the MabVax sublicense agreement, such obligations were determined not to be probable as of June 30, 2018 (unaudited) and therefore have not been accrued.

Other agreements

On November 5, 2015, we entered into a sponsored research agreement, which we refer to as the SRA, with MSK pursuant to which we agreed to pay MSK to provide research services over a period of five years related to the intellectual property licensed under the MSK License Agreement. During 2017 and 2016, we incurred research and development expenses of \$1,160,000 and \$1,099,000, respectively, under the SRA, and in the six months ended June 30, 2018 and 2017, we incurred research and development expenses of \$594,000 and \$577,000, respectively, under the SRA (unaudited).

On September 20, 2016, we entered into a master data services agreement, which we refer to as the MDSA, with MSK pursuant to which we committed to provide make certain payments in exchange for services provided by approximately two full time employees at MSK, who are engaged in transferring clinical data, databases, regulatory files and other know-how included in the MSK License Agreement to the Company. On October 11, 2017 the MDSA was amended to increase the resources to approximately three full time employees. During 2017 and 2016, we incurred expenses of \$357,000 and \$265,000, respectively, under the MDSA, and in the six months ended June 30, 2018 and 2017, we incurred expenses of \$213,000 and \$183,000, respectively, under the MDSA (unaudited).

On June 21, 2017, we entered into a master clinical trial agreement, which we refer to as the CTA, with MSK pursuant to which we committed to fund certain clinical trials at MSK. Under the MSK License Agreement, the funding of clinical activities is limited to a five year period. During the second half of 2017, we incurred research and development expenses of \$725,000 under the CTA. In the six months ended June 30, 2018, we incurred research and development expenses of \$2,142,000 under the CTA (unaudited).

**Y-MABS THERAPEUTICS, INC.**

**Notes to Financial Statements (Continued)**

**NOTE 6—LICENSE AGREEMENTS AND COMMITMENTS (Continued)**

On June 27, 2017, we entered into two separate core facility service agreements, which we refer to as the CFAs, with MSK pursuant to which we committed to obtaining certain laboratory services from MSK. During 2017, we incurred research and development expenses of \$195,000 under the CFAs, and in the six months ended June 30, 2018 and 2017, we incurred research and development expenses of \$195,000 and \$70,000, respectively (unaudited).

On November 13, 2017, we entered into a CD33-sponsored research agreement, which we refer to as the CD33-SRA, with MSK pursuant to which we agreed to pay MSK to provide research services over a period of two years related to the intellectual property licensed under the CD33 License Agreement. During the second half of 2017, we incurred research and development expenses of \$88,000 under the CD33-SRA. During the six months ended June 30, 2018 we incurred research and development expenses of \$334,000 under the CD33-SRA (unaudited).

*Lease Agreements*

In January 2018, the Company entered into a lease agreement in connection with its corporate headquarters in New York. The term of the lease is five years from date the Company begins to occupy the premises. Fixed rent payable under the lease is approximately \$384,000 per annum and is payable in equal monthly installments of approximately \$32,000, which are recognized on a straight-line basis.

Additionally, the Company has entered a three-year lease agreement for the lease of certain office space in Denmark in February 2018. The lease is payable in monthly installments of approximately \$10,000, which are recognized on a straight-line basis. Until the end of March 2018, the Company, has maintained a lease for certain office space in Denmark as further described in footnote 9, Related Party Transactions.

**NOTE 7—STOCKHOLDERS' EQUITY**

***Authorized Stock***

As of December 31, 2017 and June 30, 2018 (unaudited), the Company has authorized a total of 55,500,000 shares, 50,000,000 of which are to be common stock, par value \$0.0001 per stock, and 5,500,000 of which are to preferred stock, par value \$0.0001 per share.

***Common Stock***

Each share of common stock is entitled to one vote. Common stockholders are entitled to receive dividends, as may be declared by the board of directors, if any, subject to preferential dividend rights of the preferred stock, none of which have been issued. The Company has issued 26,749,666 and 16,552,884 shares of its common stock, par value \$0.0001 per share as of December 31, 2017 and 2016 and 26,749,666 shares of its common stock as of June 30, 2018 (unaudited), respectively.

***Preferred Stock***

Preferred stock may be issued from time to time in one or more series with such designations, preferences and relative participating, optional or other special rights and qualifications, limitations or restrictions as approved by the Company's Board of Directors. No preferred stock has been issued as of December 31, 2017 and 2016 and June 30, 2018 (unaudited), respectively.

**Y-MABS THERAPEUTICS, INC.****Notes to Financial Statements (Continued)****NOTE 7—STOCKHOLDERS' EQUITY (Continued)*****Issuances of common stock for MSK License Agreement***

In connection with the MSK License Agreement, in August 2015 we issued to MSK 1,428,500 shares of our common stock. We also agreed to provide certain anti-dilution rights to MSK. If at any time after such issuance, the Company issued any shares of its common stock, the Company was required to issue sufficient shares of common stock to MSK such that at all times prior to the Company obtaining equity financing equal to or greater than \$25,000,000 in the aggregate, MSK shall hold shares of the Common Stock of the Company equal to 12.5% of the issued and outstanding shares of common stock. In 2016, our aggregate equity financing reached \$25,000,000 since inception, and we issued to MSK an additional 999,929 shares of our common stock in order to maintain MSK's 12.5% ownership of the Company. The additional shares were issued at the estimated fair market value of such shares at the time of issuance of \$4.38 per share, and the total value of \$4,380,000 was charged to expense in the period when the anti-dilution rights were triggered, with \$2,280,000 recognized in 2016. Subsequent to the issuance of such shares and upon achievement of the financing requirement, there are no further anti-dilution rights due to MSK.

***Stock grant agreements with non-employees***

In August 2015, we entered into certain stock grant agreements with non-employees of the Company. We agreed to issue a total of 2,800,000 shares to two non-employee physicians who were involved in the development of technology licensed from MSK in consideration for their prior service. These two physicians are employees of MSK. The shares are released according to a vesting schedule. A total of 560,000 shares were issued in 2015, with a total of 448,000 shares issued in each of 2016 and 2017 and 448,000 to be issued each year thereafter until 2020, such that the total grant will have been issued. The total award was expensed at its estimated fair value in 2015, as no future service was required to continue to vest in and receive the shares of common stock. In August 2016, the Company repurchased and retired a total of 83,600 shares from the two non-employees of the Company at an amount equal to the estimated fair value of \$4.38 per share. The transaction reduced the Company's shareholders' equity by \$366,000. The share vesting schedule for certain of the stock grant agreements with such non-employees shall be automatically accelerated upon a change in control or consummation of an initial public offering of the Company, as defined in the stock grant agreements.

In April 2018 (unaudited), the Company granted 72,373 common stock options to a non-employee physician employed by MSK under our 2015 Equity Incentive Plan (the 2015 Plan). The options become exercisable over a four-year period, with the first twenty-five percent (25%) exercisable twelve (months) from the date of grant and the remainder becoming exercisable ratably each month over the three years thereafter. The contractual term of the option award is 10 years from the date of grant. The total award was expensed at its estimated fair value in April 2018, as no future service was required by the non-employee to continue to vest in the option grant. The shares will become immediately exercisable upon the occurrence of a change in control, as defined in the 2015 Plan as further described in footnote 8, Stock Options.

***Issuance of common stock***

In November 2017, we issued 3,208,552 shares of Common Stock at a purchase price of \$9.35 per share for an aggregate consideration of \$28,887,000, net of issuance costs.

**Y-MABS THERAPEUTICS, INC.**

**Notes to Financial Statements (Continued)**

**NOTE 7—STOCKHOLDERS' EQUITY (Continued)**

In October 2017, we issued 5,347,568 shares of Common Stock at a purchase price of \$9.35 per share for an aggregate consideration of \$49,812,000, net of issuance costs.

In January and February 2017, we issued 1,192,662 shares of Common Stock at a purchase price of \$8.50 per share for an aggregate consideration of \$10,137,000, net of issuance costs.

In December 2016, we issued 520,159 shares of Common Stock upon receipt of \$4,377,000, net of issuance costs, from investors at a purchase price of \$8.50 per share.

From March through July 2016, we issued 3,425,012 shares of Common Stock at a purchase price of \$4.38 per share for an aggregate consideration of \$14,961,000, net of issuance costs.

**NOTE 8—STOCK OPTIONS**

***2015 Equity Incentive Plan***

Our board of directors and stockholders have approved and adopted the 2015 Plan, which provides for the grant of incentive stock options, within the meaning of Section 422 of the Code (the Internal Revenue Code), to our employees and any parent and subsidiary corporations' employees, and for the grant of incentive stock options, nonqualified stock options, stock appreciation rights, restricted stock and restricted stock units to our employees, directors and consultants and our parent and subsidiary corporations' employees and consultants. A total of 4,500,000 shares of our common stock are reserved for issuance pursuant to the 2015 Plan. In addition, the number of shares available for issuance under the 2015 Plan will also include an annual increase on the first day of each fiscal year beginning in 2016, equal to 6% of the outstanding shares of common stock as of the last day of our immediately preceding fiscal year.

***Stock Options***

Stock options may be granted under the 2015 Plan. The exercise price of options granted under the plans must at least be equal to the fair market value of our common stock on the date of grant. The term of an incentive stock option may not exceed 10 years, except that with respect to any participant who owns more than 10% of the voting power of all classes of our outstanding stock, the term must not exceed five years and the exercise price must equal at least 110% of the fair market value on the grant date. The administrator will determine the methods of payment of the exercise price of an option, which may include cash, shares or other property acceptable to the administrator, as well as other types of consideration permitted by applicable law. Options granted under the 2015 Plan vest according to the schedule specified in the grant agreements, which is generally over a four year period and generally become immediately exercisable upon the occurrence of a change in control, as defined.

During the years ended December 31, 2017 and 2016, stock-based compensation expenses for stock option grants were \$609,000 and \$258,000, respectively, for options granted to employees. During 2017 the expenses were recorded as \$167,000 in research and development expense and \$442,000 in general and administrative expense. During 2016 the expenses were recorded as \$93,000 in research and development expense and \$165,000 in general and administrative expense. The Company did not grant any options to non-employees during the years ended December 31, 2017 and 2016.

During the six month periods ended June 30, 2018 and 2017, stock-based compensation expenses for stock option grants were \$1,076,000 and \$295,000 (unaudited), respectively, for options

**Y-MABS THERAPEUTICS, INC.****Notes to Financial Statements (Continued)****NOTE 8—STOCK OPTIONS (Continued)**

granted to employees and non-employees. During the six months ended June 30, 2018 the expenses were recorded as \$124,000 in research and development expense and \$367,000 in general and administrative expense for options granted to employees and \$585,000 in research and development expense for options granted to non-employees (unaudited). During the six months ended June 30, 2017 the expenses were recorded as \$74,000 in research and development expense and \$221,000 in general and administrative expenses (unaudited) for options granted to employees. The Company did not grant any options to non-employees during the six months ended June 30, 2017 (unaudited).

**Stock Option Valuation**

The assumptions that the Company used to determine the fair value of the stock options granted to employees and directors were as follows, presented on a weighted average basis:

	<u>Year Ended</u> <u>December 31, 2017</u>	<u>Year Ended</u> <u>December 31, 2016</u>	<u>Period Ended</u> <u>June 30, 2018</u> <u>(unaudited)</u>
Risk-free interest rate	2.10%	1.77%	2.95%
Expected term (in years)	7.0	7.0	6.3
Expected volatility	58.9%	60.6%	58.2%
Expected dividend yield	0%	0%	0%

The assumptions that the Company used to determine the fair value of the stock options granted to non-employees were as follows, presented on a weighted average basis:

	<u>Period Ended</u> <u>June 30, 2018</u> <u>(unaudited)</u>
Risk-free interest rate	3.00%
Expected term (in years)	10.0
Expected volatility	62.7%
Expected dividend yield	0%

The Company recognizes compensation expense for only the portion of awards that vest.

**Y-MABS THERAPEUTICS, INC.****Notes to Financial Statements (Continued)****NOTE 8—STOCK OPTIONS (Continued)**

The following table summarizes common stock options issued and outstanding:

	<u>Options</u>	<u>Weighted average exercise price</u>	<u>Aggregate intrinsic value (in thousands)</u>	<u>Weighted average remaining contractual life (years)</u>
Outstanding at December 31, 2015	1,300,000	\$ 2.00		
Granted	859,000	\$ 4.61		
Outstanding at December 31, 2016	<u>2,159,000</u>	<u>\$ 3.04</u>	<u>\$ 11,791</u>	<u>8.95</u>
Granted	60,000	\$ 9.35		
Outstanding at December 31, 2017	<u>2,219,000</u>	<u>\$ 3.21</u>	<u>\$ 13,626</u>	<u>8.00</u>
Exercisable at December 31, 2017	<u>1,106,458</u>	<u>\$ 2.68</u>	<u>\$ 7,383</u>	<u>7.78</u>
Granted (unaudited)	<u>520,373</u>	<u>\$ 11.16</u>		
Outstanding at June 30, 2018 (unaudited)	<u>2,739,373</u>	<u>\$ 4.72</u>	<u>\$ 22,985</u>	<u>7.94</u>
Exercisable at June 30, 2018 (unaudited)	<u>1,382,444</u>	<u>\$ 2.79</u>	<u>\$ 14,267</u>	<u>7.33</u>

The weighted average grant-date fair value of stock options granted during the years ended December 31, 2017 and 2016 was \$5.59 and \$2.78 per share, respectively. The weighted average grant-date fair value of stock options granted during the six months ended June 30, 2018 was \$6.68 (unaudited).

The aggregate intrinsic value of stock options is calculated as the difference between the exercise price of the stock options and the fair value of the Company's common stock for those stock options that had exercise prices lower than the fair value of the Company's common stock.

As of December 31, 2017 we had \$1,903,000 of unrecognized compensation related to employee stock options that are expected to vest over a period of 2.19 years. As of June 30, 2018 we had \$4,303,000 (unaudited) of unrecognized compensation related to employee stock options that is expected to vest over a period of 2.46 years (unaudited).

**NOTE 9—RELATED PARTY TRANSACTIONS**

MSK is a shareholder of the Company and under the MSK License Agreement, the CD33 License Agreement, CTA, CFAs, SRA and MDSA, we have expensed costs in the total amount of \$3,730,000 and \$4,445,000 in the years ended December 31, 2017 and 2016, respectively, for milestones, minimum royalties, research and development costs and patent activities. Please refer to footnote 6 for additional details on our various agreements with MSK. As of December 31, 2017 and 2016, we had a total of \$4,587,000 and \$3,050,000, respectively, recorded as accounts payable and accrued liabilities related to amounts due to MSK.

In the six months ended June 30, 2018 and 2017, we have expensed research and development costs in the total amount of \$3,612,000 and \$872,000, respectively, under these agreements (unaudited). As of June 30, 2018, we had a total of \$4,362,000 recorded as accounts payable and accrued liabilities related to amounts due to MSK (unaudited).

**Y-MABS THERAPEUTICS, INC.****Notes to Financial Statements (Continued)****NOTE 9—RELATED PARTY TRANSACTIONS (Continued)**

In July 2016, the Company entered into an agreement of lease with a shareholder of the Company, Weco Group, in connection with the subsidiary in Denmark. The lease payable thereunder is approximately \$4,000 per month and, as the lease can be terminated with three months' notice, any future rent commitment thereunder will amount to approximately \$12,000. The lease terminated in April 2018, when the Company moved to a new third-party lease. In addition, the Company has reimbursed Weco Group for certain administrative expenses. The total expenses, including rent, equaled \$88,000 and \$44,000 during 2017 and 2016, respectively.

During the year ended December 31, 2016, we paid a founding shareholder for expenses related to the Company of \$134,000.

**NOTE 10—INCOME TAXES**

Domestic and foreign loss before income taxes are as follows:

	<b>For The Year Ended December 31, 2017 (thousands)</b>	<b>For The Year Ended December 31, 2016 (thousands)</b>
United States	\$ (18,975)	\$ (16,915)
Foreign	(186)	(142)
<b>Total</b>	<b>\$ (19,161)</b>	<b>\$ (17,057)</b>

The Company provided no current and deferred income taxes on net losses of \$(19,161,000) and \$(17,057,000) for years ended December 31, 2017 and 2016, respectively.

The Tax Cuts and Jobs Act (TCJA) was enacted on December 22, 2017. The TCJA contains significant changes to corporate taxation, including but not limited to, a reduction in the U.S. federal corporate tax rate from a top marginal rate of 35% to 21%, a one-time mandatory transition tax on accumulated foreign earnings, limitation of the deduction for net operating losses to 80% of annual taxable income while providing that the net operating loss carryovers for years after 2017 will not expire, limitation on the amount of research and development expenses deductible per year beginning in years after 2021 and reduction of the Orphan Drug Credit from 50% to 25% of qualified clinical testing expenditures. The TCJA also made changes to the U.S. federal taxation of foreign earnings and to the timing of recognition of certain revenue and expenses and the deductibility of certain business expenses.

In response to the TCJA, the staff of the Securities and Exchange Commission issued Staff Accounting Bulletin No. 118 to address the application of U.S. GAAP in situations when a registrant does not have the necessary information available, prepared or analyzed (including computations) in reasonable detail to complete the accounting for certain income tax effects of the TCJA.

As a result of the TCJA being signed into law, the Company recognized a provisional charge of \$4,394,000 in the fourth quarter of 2017 related to the re-measurement of its U.S. deferred tax assets at the lower enacted corporate tax rate. Due to the history of net operating losses, the Company is in a full valuation allowance position. As a result, the additional tax expense due to the TCJA was offset by an equal reduction to the valuation allowance, resulting in no net tax impact from the TCJA to the overall financial condition and results of operations of the Company.

## Y-MABS THERAPEUTICS, INC.

## Notes to Financial Statements (Continued)

## NOTE 10—INCOME TAXES (Continued)

The Company is still in the process of analyzing the impact to the Company of the TCJA. Where the Company has been able to make reasonable estimates of the effects the Company has recorded provisional amounts. The ultimate impact to the Company's financial statements of the TCJA may differ from the provisional amounts due to, among other things, additional analysis, changes in interpretations and assumptions the Company has made, additional regulatory guidance that may be issued, and actions the Company may take as a result of the TCJA. The accounting is expected to be completed when the Company's 2017 U.S. corporate income tax return is filed in 2018.

The difference between income taxes expected at the U.S. federal statutory income tax rate of 34% and income taxes provided are set forth below:

	December 31, 2017 (thousands)	December 31, 2016 (thousands)
Taxes on income at U.S. federal statutory rate	\$ (6,515)	\$ (5,799)
State and local taxes, net of federal tax effects	(2,152)	(1,896)
Effect of U.S. federal statutory rate change	4,394	—
Foreign tax rate differential	22	16
Valuation allowance	5,196	7,965
Miscellaneous	13	—
Tax credits	(958)	(286)
Total	<u>—</u>	<u>—</u>

As a result of the enactment of the Tax Cuts and Jobs Act, there was no impact to our financial position or results associated with a write-off of deferred tax assets due to the rate change from 34% to 21% and their associated valuation allowance, and a one-time mandatory transition tax.

Significant components of the Company's net deferred tax assets/(liabilities) are as follows:

	December 31, 2017 (thousands)	December 31, 2016 (thousands)
Deferred tax assets:		
Acquired Intangibles	\$ 2,381	\$ 2,984
Accrued bonus	200	—
Unrealized foreign exchange loss	187	—
Accrued royalty	414	542
Stock based compensation	300	116
Net operating loss carryforwards	10,847	6,450
Tax credit carryforwards	1,358	400
Total deferred tax assets	<u>15,687</u>	<u>10,492</u>
Valuation allowance	(15,687)	(10,492)
Net deferred tax assets	<u>—</u>	<u>—</u>

The Company recognizes income tax benefits for tax positions determined more likely than not to be sustained upon examination, based on the technical merits of the positions. As of December 31, 2017, and 2016 the Company has determined that there were no uncertain tax positions. The

**Y-MABS THERAPEUTICS, INC.**

**Notes to Financial Statements (Continued)**

**NOTE 10—INCOME TAXES (Continued)**

Company's tax returns for years 2017, 2016 and 2015 are open for tax examination by U.S. federal and state, and the Danish tax authorities.

The valuation allowance related primarily to net U.S. deferred tax assets from operating losses, research and development tax credit carryforwards, and acquired intangibles.

The Company maintains a full valuation allowance on its U.S. and foreign deferred tax assets. The assessment regarding whether a valuation allowance is required considers both positive and negative evidence when determining whether it is more-likely-than-not that deferred tax assets are recoverable. In making this assessment, significant weight is given to evidence that can be objectively verified. In its evaluation, the Company considered its cumulative loss in recent years and its forecasted losses in the near-term as significant negative evidence. Based upon review of available positive and negative evidence, the Company determined that the negative evidence outweighed the positive evidence and a full valuation allowance on its U.S. and foreign deferred tax assets will be maintained. The Company will continue to assess the realizability of its deferred tax assets and will adjust the valuation allowance as needed.

As of December 31, 2017, the Company had U.S. federal and state and local net operating loss ("NOL") carryforwards of approximately \$31,153,000, which are available to reduce future taxable income. The Company also had U.S. federal tax credits of \$1,358,000 as of December 31, 2017, which may be used to offset future tax liabilities. The NOL and tax credit carryforwards will begin to expire in 2035. The NOL and tax credit carryforwards may become subject to an annual limitation in the event of certain cumulative changes in the ownership interest of significant stockholders over a three year period in excess of 50%, as defined under Sections 382 and 383 of the Internal Revenue Code of 1986 ("IRC"). This could limit the amount of tax attributes that can be utilized annually to offset future taxable income or tax liabilities. Subsequent ownership changes may further affect the limitation in future years. The Company also has Danish NOL carryforwards of \$336,000, which have an indefinite carryforward period.

**NOTE 11—OTHER BENEFITS**

The Company has established a retirement program for employees of our Danish subsidiary pursuant to which all such employees can contribute an amount at their election from their base compensation and may receive contributions from our Danish subsidiary. Contributions from our Danish subsidiary were immaterial during the year ended December 31, 2017 and 2016, and for the six-month period ended June 30, 2018 (unaudited). In addition, health insurance benefits for our Danish employees are fully paid for by such employees. Our Danish subsidiary does not incur any costs for these health insurance benefits.

**NOTE 12—SUBSEQUENT EVENTS**

For its financial statements as of December 31, 2017 and for the year then ended, the Company has evaluated subsequent events through May 18, 2018, the date that these consolidated financial statements were issued.

[1] In April 2018, the Company's Board of Directors approved the 2018 Equity Incentive Plan (the 2018 Plan) to replace the 2015 Plan. Under the 2018 Plan, the Company is authorized to issue awards for up to 5,500,000 shares of the Company's common stock, subject to increase or

**Y-MABS THERAPEUTICS, INC.**

**Notes to Financial Statements (Continued)**

**NOTE 12—SUBSEQUENT EVENTS (Continued)**

adjustment, inclusive of awards granted under the 2015 Plan. Under the terms of the 2018 Plan, the Company may grant awards such as stock options, stock appreciation rights, restricted stock, restricted stock units, performance bonus awards, performance stock units, other stock or cash-based awards and dividend equivalents. Additionally, the Company's Board of Directors approved an Employee Stock Purchase Plan (ESPP). The Board of Directors authorized 700,000 shares for issuance under the ESPP, subject to increase each year. Under the terms of the ESPP, employees may purchase shares of the Company's common stock at a price equal to 85% of the fair market value of the Company's common stock. The 2018 Plan and the ESPP become effective on the date immediately preceding the closing date of the Company's proposed initial public offering.

- [2] In April 2018, the Company's Board of Directors approved the increase of the number of authorized common shares available to be issued by the Company to a total of 100,000,000 shares. The Company's stockholders approved this increase in May 2018. This would become effective on the date immediately preceding the closing date of the Company's proposed initial public offering.

**NOTE 13—SUBSEQUENT EVENTS (unaudited)**

For its interim financial statements as of June 30, 2018 (unaudited) and for the six months then ended, the Company evaluated subsequent events through August 21, 2018, the date on which those financial statements were issued

- [1] In July 2018, the Company entered into the Manufacturing Agreement, with MSK's Radiochemistry and Molecular Imaging Probes Core Facility, or RMIP, pursuant to which RMIP shall complete specific manufacturing activities related for use in one of the Company's clinical trials.

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Through and including \_\_\_\_\_, 2018 (the 25th day after the date of this prospectus), all dealers effecting transactions in the common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

**Shares**



**Common Stock**

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**PROSPECTUS**

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**BofA Merrill Lynch**

**Cowen**

**Canaccord Genuity**

**BTIG**

, 2018

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**PART II****INFORMATION NOT REQUIRED IN PROSPECTUS****Item 13. Other Expenses of Issuance and Distribution.**

The following table sets forth the expenses to be incurred in connection with the offering described in this registration statement, other than underwriting discounts and commissions, all of which will be paid by us. All amounts are estimates except the Securities and Exchange Commission's registration fee, the Financial Industry Regulatory Authority, Inc. filing fee and the Nasdaq listing fee.

	<u>Amount</u>
Securities and Exchange Commission registration fee	\$ 11,454
Financial Industry Regulatory Authority, Inc. filing fee	14,300
Nasdaq listing fee	*
Accountants' fees and expenses	*
Legal fees and expenses	*
Transfer Agent's fees and expenses	*
Printing and engraving expenses	*
Miscellaneous fees and expenses	*
<b>Total expenses</b>	<b>\$ *</b>

\* To be filed by amendment.

**Item 14. Indemnification of Directors and Officers.**

Section 102 of the DGCL permits a corporation to eliminate the personal liability of its directors for monetary damages for a breach of fiduciary duty as a director, except where the director breached his or her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of the DGCL or obtained an improper personal benefit. Upon completion of this offering, our certificate of incorporation will provide that none of our directors shall be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability, except to the extent that the DGCL prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty.

Section 145 of the DGCL provides that a corporation has the power to indemnify a director, officer, employee, or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against expenses (including attorneys' fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he or she is or is threatened to be made a party by reason of such position, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Chancery or such other court shall deem proper.

Upon the completion of this offering, our certificate of incorporation will provide that we will indemnify each person who was or is a party or is threatened to be made a party or is involved in any

threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of us) by reason of the fact that he or she is or was, or has agreed to become, our director or officer, or is or was serving, or has agreed to serve, at our request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding and any appeal therefrom, if such Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. Our certificate of incorporation that will be effective as of the closing date of this offering also provides that we will indemnify any Indemnitee who was or is a party to an action or suit by or in the right of us to procure a judgment in our favor by reason of the fact that the Indemnitee is or was, or has agreed to become, our director or officer, or is or was serving, or has agreed to serve, at our request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, and any appeal therefrom, if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to us, unless a court determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses. Notwithstanding the foregoing, to the extent that any Indemnitee has been successful, on the merits or otherwise, he or she will be indemnified by us against all expenses (including attorneys' fees) actually and reasonably incurred by him or her or on his or her behalf in connection therewith. If we do not assume the defense, expenses must be advanced to an Indemnitee under certain circumstances.

We plan to enter into indemnification agreements with each of our executive officers and directors. In general, these agreements provide that we will indemnify the director or executive officer to the fullest extent permitted by law for claims arising in his or her capacity as a director or executive officer of our company or in connection with their service at our request for another corporation or entity. The indemnification agreements also provide for procedures that will apply in the event that a director or executive officer makes a claim for indemnification and establish certain presumptions that are favorable to the director or executive officer.

We maintain a general liability insurance policy that covers certain liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers.

The underwriting agreement we will enter into in connection with the offering of common stock being registered hereby provides that the underwriters will indemnify, under certain conditions, our directors and officers (as well as certain other persons) against certain liabilities arising in connection with such offering.

Insofar as the foregoing provisions permit indemnification of directors, executive officers, or persons controlling us for liability arising under the Securities Act of 1933, as amended, or the Securities Act, we have been informed that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

**Item 15. Recent Sales of Unregistered Securities.**

Set forth below is information regarding shares of our common stock and shares of our preferred stock issued, and stock options granted, by us within the past three years that were not registered under the Securities Act. Included is the consideration, if any, we received for such shares and options and information relating to the section of the Securities Act, or rule of the Securities and Exchange Commission, under which exemption from registration was claimed.

**(a) Stock Grants**

In June 2015, we issued and granted 2,190,000 shares of our common stock pursuant to various stock grant agreements.

In August 2015, we issued and granted 4,228,500 shares of our common stock pursuant to various stock grant agreements.

In May 2016, we issued and granted 479,328 shares of our common stock pursuant to various stock grant agreements.

In August 2016, we issued and granted 520,601 shares of our common stock pursuant to various stock grant agreements.

**(b) Issuance and Sale of Shares of Common Stock**

In August 2015, we issued and sold 5,010,000 shares of our common stock at a purchase price of \$0.20 per share for an aggregate purchase price of approximately \$1,002,000.

In November 2015, we issued and sold 1,027,397 shares of our common stock at a purchase price of \$4.38 per share for an aggregated purchase price of approximately \$4,499,999.

In December 2015, we issued and sold 1,027,487 shares of our common stock at a purchase price of \$4.38 per share for an aggregate purchase price of approximately \$4,500,400.

In March 2016, we issued and sold 570,776 shares of our common stock at a purchase price of \$4.38 per share for an aggregate purchase price of approximately \$2,499,999.

In April 2016, we issued and sold 1,261,412 shares of our common stock at a purchase price of \$4.38 per share for an aggregate purchase price of approximately \$5,525,000.

In May 2016, we issued and sold 515,204 shares of our common stock at a purchase price of \$4.38 per share for an aggregate purchase price of approximately \$2,256,600.

In June 2016, we issued and sold 890,406 shares of our common stock at a purchase price of \$4.38 per share for an aggregate purchase price of approximately \$3,900,000.

In July 2016, we issued and sold 187,214 shares of our common stock at a purchase price of \$4.38 per share for an aggregate purchase price of approximately \$820,000.

In December 2016, we issued and sold 520,159 shares of our common stock at a purchase price of \$8.50 per share for an aggregate purchase price of approximately \$4,421,400.

In January 2017, we issued and sold 1,075,309 shares of our common stock at a purchase price of \$8.50 per share for an aggregate purchase price of approximately \$9,140,100.

In February 2017, we issued and sold 117,353 shares of our common stock at a purchase price of \$8.50 per share for an aggregate purchase price of approximately \$997,500.

In October 2017, we issued and sold 5,347,568 shares of our common stock at a purchase price of \$9.35 per share for an aggregate purchase price of approximately \$49,999,923.

In November 2017, we issued and sold 3,208,552 shares of our common stock at a purchase price of \$9.35 per share for an aggregate purchase price of approximately \$30,000,000.

No underwriters were involved in the foregoing issuances of securities. The securities described in sections (a) and (b) of this Item 15 were issued in reliance upon the exemption from the registration requirements of the Securities Act, as set forth in Section 4(a)(2) relative to transactions by an issuer not involving any public offering, to the extent an exemption from such registration was required. The recipients of securities in the transactions described above represented that they were accredited investors and were acquiring the securities for their own account for investment purposes only and not with a view to, or for sale in connection with, any distribution thereof and that they could bear the economic and other risks of the investment and could hold the securities for an indefinite period of time and appropriate legends were affixed to the instruments representing such securities issued in such transactions.

**(c) Stock Option Grants and Option Exercises**

Between June 6, 2015 and December 5, 2017, we granted options to purchase an aggregate of 2,219,000 shares of common stock, with exercise prices ranging from \$2.00 to \$9.35 per share, to employees, directors and consultants pursuant to our 2015 Plan, as amended. As of the date hereof, no options have been exercised.

No underwriters were involved in the foregoing issuances of securities. The issuances of stock options and the shares of our common stock issued upon the exercise of the options described in section (c) of this Item 15 were issued pursuant to written compensatory plans or arrangements with our employees, directors, consultants and advisors, in reliance on the exemption provided by Rule 701 promulgated under the Securities Act, or pursuant to Section 4(a)(2) under the Securities Act relative to transactions by an issuer not involving any public offering, to the extent an exemption from such registration was required. All recipients either received adequate information about us or had access, through employment or other relationships, to such information.

All of the securities described in sections (a), (b) and (c) of this Item 15 are deemed restricted securities for purposes of the Securities Act. All of the certificates representing such securities included appropriate legends setting forth that the securities have not been registered and the applicable restrictions on transfer.

**Item 16. Exhibits and Financial Statement Schedules.**

**(a) Exhibits**

The exhibits to the registration statement are listed in the Exhibit Index attached hereto and incorporated by reference herein.

**(b) Financial Statement Schedules**

No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or the related notes.

**Item 17. Undertakings.**

- (a) The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

- (b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.
- (c) The undersigned registrant hereby undertakes that:
- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
  - (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

## EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
1.1*	Form of Underwriting Agreement
3.1	<a href="#">Certificate of Incorporation of the Registrant, as amended</a>
3.2	<a href="#">Bylaws of the Registrant</a>
3.3	<a href="#">Form of Amended and Restated Certificate of Incorporation of the Registrant (to be effective upon the closing of this offering)</a>
3.4	<a href="#">Form of Amended and Restated Bylaws of the Registrant (to be effective upon the closing of this offering)</a>
4.1*	Specimen stock certificate evidencing the shares of common stock
4.2	<a href="#">Registration Rights Agreement, dated as of October 13, 2017, among the Registrant and the other parties thereto</a>
4.3(a)	<a href="#">Registration Rights Agreement, dated as of November 17, 2017, among the Registrant and the other parties thereto</a>
4.3(b)	<a href="#">Registration Rights Agreement, dated as of November 17, 2017, among the Registrant and the other parties thereto</a>
4.3(c)	<a href="#">Registration Rights Agreement, dated as of November 17, 2017, among the Registrant and the other parties thereto</a>
5.1*	Opinion of Satterlee Stephens LLP
10.1+	<a href="#">License Agreement, dated as of August 20, 2015, by and between the Registrant and Memorial Sloan Kettering Cancer Center</a>
10.2+	<a href="#">License Agreement, dated as of November 13, 2017, by and between the Registrant and Memorial Sloan Kettering Cancer Center</a>
10.3+	<a href="#">Sponsored Research Agreement, effective as of November 10, 2015, by and between the Registrant and Memorial Sloan Kettering Cancer Center</a>
10.4+	<a href="#">Sponsored Research Agreement, dated November 13, 2017, by and between the Registrant and Memorial Sloan Kettering Cancer Center</a>
10.5+	<a href="#">Investigator-Sponsored Master Clinical Trial Agreement, dated as of June 21, 2017, as amended on October 11, 2017, by and between the Registrant and Memorial Sloan Kettering Cancer Center</a>
10.6+	<a href="#">Master Data Services Agreement, dated as of September 23, 2016, as amended on October 11, 2017, by and between the Registrant and Memorial Sloan Kettering Cancer Center</a>
10.7†	<a href="#">Amended and Restated 2015 Equity Incentive Plan</a>
10.8†	<a href="#">Form of Notice of Grant and Stock Option Agreement under the Amended and Restated 2015 Equity Incentive Plan</a>
10.9†	<a href="#">2018 Equity Incentive Plan (to be effective upon the closing of this offering)</a>
10.10†	<a href="#">Form of Stock Option Grant Notice and Stock Option Agreement under the 2018 Equity Incentive Plan (to be effective upon the closing of this offering)</a>

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.11†	<a href="#">Form of Officers and Directors Indemnification Agreement</a>
10.12†	<a href="#">Service Agreement, effective as of April 1, 2016 between the Registrant and Thomas Gad</a>
10.13†	<a href="#">Service Agreement, effective as of March 1, 2016 between the Registrant and Dr. Claus Juan Møller San Pedro, M.D., Ph.D.</a>
10.14†	<a href="#">Service Agreement, effective as of October 1, 2016 between Y-mAbs Therapeutics A/S and Bo Kruse</a>
10.15	<a href="#">Lease Agreement dated January 10, 2018, by and between the Registrant and RXR HB Owner LLC</a>
10.16†	<a href="#">Form of Restricted Stock Award Grant Notice and Restricted Stock Award Agreement under the 2018 Equity Incentive Plan (to be effective upon the closing of this offering)</a>
10.17†	<a href="#">Form of Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Award Agreement under the 2018 Equity Incentive Plan (to be effective upon the closing of this offering)</a>
10.18†	<a href="#">Non-Employee Director Compensation Policy (to be effective upon the closing of this offering)</a>
10.19†	<a href="#">Employee Stock Purchase Plan (to be effective upon the closing of this offering)</a>
16.1	<a href="#">Letter of PricewaterhouseCoopers Statsautoriseret Revisionspartnerselskab, independent registered public accounting firm</a>
21.1	<a href="#">Subsidiaries of the Registrant</a>
23.1	<a href="#">Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm</a>
23.2*	Consent of Satterlee Stephens LLP (included in Exhibit 5.1)
24.1	<a href="#">Power of Attorney (included on signature page)</a>

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\* To be filed by amendment.

+ Confidential treatment requested as to certain portions, which portions have been omitted and filed separately with the Securities and Exchange Commission.

† Indicates a management contract or compensation plan.



<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ JOHAN WEDELL-WEDELLSBORG</u> Johan Wedell-Wedellsborg	Director	August 24, 2018
<u>/s/ GREGORY RASKIN</u> Gregory Raskin, M.D.	Director	August 24, 2018
<u>/s/ MICHAEL BUSCHLE</u> Michael Buschle, Ph.D.	Director	August 24, 2018
<u>/s/ JAMES HEALEY</u> James Healey, M.D.	Director	August 24, 2018
<u>/s/ ASHUTOSH TYAGI</u> Ashutosh Tyagi, M.D.	Director	August 24, 2018
<u>/s/ DAVID N. GILL</u> David N. Gill	Director	August 24, 2018



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:58 PM 04/30/2015  
FILED 10:35 PM 04/30/2015  
SRV 150596971 - 5737747 FILE

## CERTIFICATE OF INCORPORATION OF Y-MABS THERAPEUTICS, INC.

I, the undersigned, for the purpose of creating and organizing a corporation under the provisions of and subject to the requirements of the General Corporation Law of the State of Delaware (the "DGCL"), certify as follows:

1. The name of the corporation is Y-mAbs Therapeutics, Inc. (the "**Corporation**").
2. The address of the registered office of the Corporation in the State of Delaware is The Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.
4. A. Classes of Stock, Number, Par Value. The total number of shares of stock which the Corporation shall have authority to issue is twelve thousand (12,000) shares, ten thousand (10,000) of which are to be Common Stock, par value \$0.01 per share, (the "**Common Stock**"), and two thousand (2,000) of which are to be Preferred Stock, par value \$0.01 per share (the "**Preferred Stock**"). The Board of Directors shall have authority to cause the Corporation to issue from time to time, without any vote or other action by the shareholders, any or all shares of stock of the Corporation of any class or series at any time authorized, and any securities convertible into or exchangeable for any such shares, and any options, rights or warrants to purchase or acquire any such shares, in each case to such persons and on such terms (including as a dividend or distribution on or with respect to, or in connection with a split or combination of, the outstanding shares of stock of the same or any other class or series) as the Board of Directors from time to time in its discretion lawfully may determine; provided, that the consideration for the issuance of shares of stock of the Corporation (unless issued as such a dividend or distribution or in connection with such a split or combination) shall not be less than the par value of such shares. Shares so issued shall be fully-paid stock, and the holders of such stock shall not be liable to any further calls or assessments thereon.
- B. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series with such designations, preferences and relative participating, optional or other special rights and qualifications, limitations, or restrictions thereof, as shall be stated in the resolutions adopted by the Board of Directors providing for the issuance of such Preferred Stock or series thereof; and the Board of Directors is hereby expressly

vested with authority to fix such designations, preferences and relative participating, optional or other special rights or qualifications, limitations or restrictions for each series, including but not by way of limitation, the power to fix the redemption and liquidation preferences, the rate of dividends payable and the time for and the priority of payment thereof and to determine whether such dividends shall be cumulative or not and to provide for and fix the terms of conversion of such Preferred Stock or any series thereof into Common Stock of the Corporation and fix the voting power, if any, of shares of Preferred Stock or any series thereof.

5. The name and mailing address of the incorporator(s) of the Corporation are:

Name	Mailing Address
Dwight A. Kinsey	Satterlee Stephens Burke and Burke LLP 230 Park Avenue, Suite 1130 New York, New York 10169

6. Unless and except to the extent that the by-laws of the Corporation (the "**By-laws**") shall so require, the election of directors of the Corporation need not be by written ballot.

7. To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or to its stockholders for monetary damages for any breach of fiduciary duty as a director. No amendment to, modification of or repeal of this paragraph seven shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

8. The Corporation shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "**Covered Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except for claims for indemnification (following the final disposition of such Proceeding) or advancement of expenses not paid in full, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was

authorized in the specific case by the board of directors of the Corporation. Any amendment, repeal or modification of this paragraph 8 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

9. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the By-laws or adopt new By-laws without any action on the part of the stockholders; provided that any By-law adopted or amended by the Board of Directors, and any powers thereby conferred, may be amended, altered or repealed by the stockholders.

10. The Corporation shall have the right, subject to any express provisions or restrictions contained in the Certificate of Incorporation of the Corporation (the "**Certificate of Incorporation**") or the By-laws, from time to time, to amend, alter or repeal any provision of the Certificate of Incorporation in any manner now or hereafter provided by law, and all rights and powers of any kind conferred upon a director or stockholder of the Corporation by the Certificate of Incorporation or any amendment thereof are conferred subject to such right.

[SIGNATURE PAGE FOLLOWS]

I, THE UNDERSIGNED, being the incorporator, for the purpose of forming a corporation pursuant to the DGCL, do make this Certificate of Incorporation, hereby acknowledging, declaring, and certifying that the foregoing Certificate of Incorporation is my act and deed and that the facts herein stated are true, and have accordingly hereunto set my hand this 30th day of April, 2015.

Incorporator

By

Name: Dwight A. Kinsey

**CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF  
Y-MABS THERAPEUTICS, INC.**

I, the undersigned, being the sole incorporator of Y-mAbs Therapeutics, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, certify as follows:

1. That Article 4 of the Certificate of Incorporation be and it hereby is amended to read as follows:

“4. A. Classes of Stock, Number, Par Value. The total number of shares of stock which the Corporation shall have authority to issue is fifty-one million (51,000,000) shares, fifty million (50,000,000) of which are to be Common Stock, par value \$.0001 per share, (the “**Common Stock**”), and one million (1,000,000) of which are to be Preferred Stock, par value \$.0001 per share (the “**Preferred Stock**”). The Board of Directors shall have authority to cause the Corporation to issue from time to time, without any vote or other action by the shareholders, any or all shares of stock of the Corporation of any class or series at any time authorized, and any securities convertible into or exchangeable for any such shares, and any options, rights or warrants to purchase or acquire any such shares, in each case to such persons and on such terms (including as a dividend or distribution on or with respect to, or in connection with a split or combination of, the outstanding shares of stock of the same or any other class or series) as the Board of Directors from time to time in its discretion lawfully may determine; provided, that the consideration for the issuance of shares of stock of the Corporation (unless issued as such a dividend or distribution or in connection with such a split or combination) shall not be less than the par value of such shares. Shares so issued shall be fully-paid stock, and the holders of such stock shall not be liable to any further calls or assessments thereon.

B. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series with such designations, preferences and relative participating, optional or other special rights and qualifications, limitations, or restrictions thereof, as shall be stated in the resolutions adopted by the Board of Directors providing for the issuance of such Preferred Stock or series thereof; and the Board of Directors is hereby expressly vested with authority to fix such designations, preferences and relative participating, optional or other special rights or qualifications, limitations or restrictions for each series, including but not by way of limitation, the power to fix the redemption and liquidation

preferences, the rate of dividends payable and the time for and the priority of payment thereof and to determine whether such dividends shall be cumulative or not and to provide for and fix the terms of conversion of such Preferred Stock or any series thereof into Common Stock of the Corporation and fix the voting power, if any, of shares of Preferred Stock or any series thereof.”

2. The Corporation has not received any payment for any of its stock. This amendment to the Certificate of Incorporation of the Corporation has been duly adopted by the incorporator of the Corporation in accordance with the provisions of section 241 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have signed this certificate this 3<sup>rd</sup> day of June, 2015.

  
Dwight A. Kinsey  
Sole Incorporator  
Y-mAbs Therapeutics, Inc.

**BYLAWS  
OF  
Y-MABS THERAPEUTICS, INC.**

**ARTICLE 1  
OFFICES**

SECTION 1.01        *Name; Registered Office.* The name of the corporation is Y-mAbs Therapeutics, Inc. (the "Corporation"). The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

SECTION 1.02        *Other Offices .* The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

SECTION 1.03        *Books.* The books of the Corporation may be kept within or without of the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage device or method; *provided that* the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

**ARTICLE 2  
MEETINGS OF STOCKHOLDERS**

SECTION 2.01        *Time and Place of Meetings.* All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board of Directors (or the Chairman in the absence of a designation by the Board of Directors).

SECTION 2.02        *Annual Meetings.* A meeting of stockholders shall be held annually for the election of directors and the transaction of such other business as is related to the purpose or purposes set forth in the notice of meeting on such date and at such time as may be fixed from time to time by the Board of Directors.

Any business to be conducted at an annual meeting, including, without limitation, any nominations for election to the Board of Directors, must be (a) specified in the notice of meeting (or any supplemental information) given by or at the direction of the Board of Directors; (b) brought before the annual meeting by or at the direction of the chair of the meeting, the Board of Directors, or a committee thereof; or (c) brought before the annual meeting, in compliance with the notice procedures set forth in this section, by any stockholder of the Corporation entitled to vote on such business.

A stockholder intending to nominate a candidate for election to the Board of Directors or to bring any other business before an annual meeting must give timely written notice

thereof to the secretary of the Corporation not later than 90 days prior to the date one year from the date of the immediately preceding annual meeting of stockholders.

A stockholder's notice to the secretary shall set forth:

(a) as to each nominee for election to the Board of Directors, (i) the name, age, business address and residence address of the proposed nominee, (ii) the principal occupation or employment of the proposed nominee, (iii) the class and number of shares of stock of the Corporation which are beneficially owned by the proposed nominee, and (iv) any other information that would be required to be disclosed within a proxy solicitation for the election of directors pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, or any successor rule or regulation;

(b) as to each matter of any other business, (i) a brief description of the business desired to be brought before the annual meeting and (ii) the reasons for conducting such business at the annual meeting; and

(c) as to the stockholder proposing any such nomination or other business, (i) the name and record address of the stockholder; (ii) the class and number of shares of the Corporation which are beneficially owned by the stockholder; and (iii) any material interest of the stockholder in such nomination or business.

Unless otherwise expressly prescribed by law, the chair of the meeting shall reject any nomination for election to the Board of Directors, and shall refuse the consideration of any other business, which is not brought before the annual meeting in accordance with the provisions of this section.

SECTION 2.03 *Special Meetings.* Special meetings of stockholders may be called by a majority of the total number of authorized directors, whether or not there exist any vacancies on the Board (a "Majority of the Entire Board") and shall be called by the Secretary at the request in writing of holders of record of at least 66  $\frac{2}{3}$ % of the outstanding capital stock of the Corporation entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Special meetings shall be held at such time as may be stated in the notices of meeting or waiver thereof. At any special meeting only such business may be transacted as is related to the purpose or purposes for which the meeting is convened.

SECTION 2.04 *Notice of Meetings and Adjourned Meetings: Waivers of Notice.* (a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("Delaware Law"), such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. Unless these bylaws otherwise require, when a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business

which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) A written waiver of any such notice signed by the person entitled thereto, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

SECTION 2.05 *Quorum.* Unless otherwise provided under the certificate of incorporation or these bylaws and subject to Delaware Law, the presence, in person or by proxy, of the holders of a majority of the outstanding capital stock of the Corporation entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business. If, however, such quorum is not present or represented at a meeting of stockholders, the stockholders present in person or represented by proxy shall adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present in person or represented by proxy.

SECTION 2.06 *Voting.* (a) Unless otherwise provided in the certificate of incorporation and subject to Delaware Law, each stockholder shall be entitled to one vote for each outstanding share of capital stock of the Corporation held by such stockholder. Unless otherwise provided in Delaware Law, the certificate of incorporation or these bylaws, the affirmative vote of a majority of the shares of capital stock of the Corporation present, in person or by proxy, at a meeting of stockholders and entitled to vote on the subject matter shall be the act of the stockholders.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for him by proxy.

Every proxy must be executed by the stockholder or his attorney-in-fact. No proxy shall be valid after the expiration of three (3) years from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the stockholder executing it, except as otherwise provided therein and as permitted by law. Except as otherwise provided in the proxy, any proxy holder may appoint in writing a substitute to act in his place.

SECTION 2.07 *Action by Consent.* (a) Except as otherwise expressly prescribed by law and subject to the terms of any preferred stock ("Preferred Stock") of the Corporation, any action required or permitted to be taken by the stockholders of the Corporation may be effected by the consent in writing signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or

an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

(b) Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this section and Delaware Law to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

SECTION 2.08 *Organization.* At each meeting of stockholders, the Chairman of the Board, if one shall have been elected (or in his absence or if one shall not have been elected, the President) shall act as chairman of the meeting. The Secretary (or in his absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

SECTION 2.09 *Order of Business.* The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

SECTION 2.10 *List of Stockholders Entitled to Vote.* The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held (which place shall be specified in the notice of the meeting) or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

### ARTICLE 3 DIRECTORS

SECTION 3.01 *General Powers.* Except as otherwise provided in Delaware Law or the certificate of incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may adopt such rules and procedures, not inconsistent with the Certificate of Incorporation, these by-laws or applicable law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

SECTION 3.02 *Number, Election and Term of Office.* The number of directors which shall constitute the whole Board of Directors shall be fixed from time to time by resolution of the Board of Directors but shall not be less than one nor more than ten. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3.12 herein, and each director so elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors need not be stockholders. No decrease in the number of directors shall shorten the term of any incumbent director.

SECTION 3.03 *Quorum and Manner of Acting.* Unless the certificate of incorporation or these bylaws require a greater number, a majority of the total number of directors shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the directors present at meeting at which a quorum is present shall be the act of the Board of Directors. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board of Directors the directors present thereat may adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At each meeting, the Chairman of the Board, if one shall have been elected (or in his absence or if one shall not have been elected, the President) shall act as chairman of the meeting. The Secretary (or in his absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof

SECTION 3.04 *Time and Place of Meetings.* The Board of Directors shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board of Directors (or the Chairman in the absence of a determination by the Board of Directors).

SECTION 3.05 *Annual Meeting.* The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 3.07 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice.

SECTION 3.06 *Regular Meetings.* After the place and time of regular meetings of the Board of Directors shall have been determined and notice thereof shall have been once given to each member of the Board of Directors, regular meetings may be held without further notice being given.

SECTION 3.07 *Special Meetings.* Special meetings of the Board of Directors may be called by the Chairman or the President at any time and shall be called by the Chairman, President or Secretary upon the written request of a majority of the total number of directors. Notice of special meetings of the Board of Directors shall be given to each director at

least two (2) days before the date of the meeting in such manner as is determined by the Board of Directors. Notice of a special meeting need not be given to any director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him. A notice, or waiver of notice, need not specify the purpose of any special meeting of the Board of Directors.

**SECTION 3.08**      *Committees.* The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the bylaws of the Corporation; and unless the resolution of the Board of Directors or the certificate of incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

**SECTION 3.09**      *Action by Consent.* Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee thereof, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee thereof.

**SECTION 3.10**      *Telephonic or Electronic Meetings.* Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or such committee, as the case may be, by means of conference telephone or other electronic or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

**SECTION 3.11**      *Resignation.* Any director may resign at any time by giving written notice to the Board of Directors or to the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 3.12**      *Vacancies.* A majority of the directors then in office, even if less than a quorum, in their sole discretion, may elect a replacement director to serve during

the unexpired term of any director previously elected whose office is vacant as a result of death, resignation, retirement, disqualification, removal or otherwise, and may elect directors to fill any newly created directorships created by the Board of Directors. Each director so chosen shall hold office until his successor is elected and qualified, or until his earlier death, resignation or removal. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. Except as otherwise expressly prescribed by law and subject to the terms of any Preferred Stock, the stockholders may not elect a replacement director to fill any vacancy on the Board caused by death, resignation, retirement, disqualification, removal or otherwise, and may not elect directors to fill any newly created directorships created by the Board, unless a majority of the directors then in office shall have authorized the stockholders to fill any such vacancy. A replacement director elected to fill a vacancy shall be elected to serve during the unexpired term of the director previously elected whose office is vacant as a result of death, resignation, retirement, disqualification, removal or otherwise and until his successor is duly elected and qualified.

SECTION 3.13 *Removal.* Any or all of the directors may be removed with or without cause by affirmative vote of the holders of 66- $\frac{2}{3}$ % or more of the voting power of the then issued and outstanding shares of capital stock of the Corporation entitled to vote for the election of directors, considered as one class.

SECTION 3.14 *Compensation.* Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board of Directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

SECTION 3.15 *Interest of Director in a Transaction.* No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(a) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum;

(b) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

#### ARTICLE 4 OFFICERS

SECTION 4.01 *Officers.* The Board of Directors may elect a Chairman of the Board of Directors and a Vice Chairman of the Board of Directors. The Chairman and Vice Chairman of the Board of Directors may or may not be officers of the Corporation, as determined from time to time by the Board of Directors. The officers of the Corporation shall be a Chairman, a President, a Chief Executive Officer, a Treasurer and a Secretary who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Corporation may also have such other officers, including one or more Vice Presidents, Assistant Treasurers, Assistant Secretaries, or Controllers, as the Board of Directors may in its discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of President and Secretary.

SECTION 4.02 *Election, Term of Office and Remuneration.* The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting thereof. Each such officer shall hold office until his successor is elected and qualified, or until his earlier death, resignation or removal. The remuneration of all officers of the Corporation shall be fixed by or as directed by the Board of Directors. Any vacancy in any office shall be filled in such manner as the Board of Directors shall determine.

SECTION 4.03 *Subordinate Officers.* In addition to the officers enumerated in Section 4.01 herein, the Corporation may have one or more Assistant Treasurers, Assistant Secretaries and Assistant Controllers and such other subordinate officers, agents and employees as the Board of Directors may deem necessary, each of whom shall hold office for such period as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer the power to appoint and to remove any such subordinate officers, agents or employees.

SECTION 4.04 *Removal.* Except as otherwise permitted with respect to subordinate officers, any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors.

SECTION 4.05 *Resignations.* Any officer may resign at any time by giving written notice to the Board of Directors (or to a principal officer if the Board of Directors has delegated to such principal officer the power to appoint and to remove such officer). The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 4.06 *Powers and Duties.* The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such

other duties as may from time to time be conferred upon or assigned to them by the Board of Directors.

## ARTICLE 5 SHARE CERTIFICATES

SECTION 5.01 *Certificates.* The shares of capital stock of the Corporation shall be represented by certificates, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by the Chairperson or Vice-Chairperson of the Board, or the President or Vice-President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation representing the number of shares registered in certificate form. Any or all the signatures on the certificate may be a facsimile. In case any such officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar, as the case may be, at the date of issue.

SECTION 5.02 *Lost Certificates.* In case of the loss, theft, mutilation or destruction of a stock certificate, a duplicate certificate will be issued by the Corporation upon notification thereof and receipt of such proper indemnity as shall be prescribed by the Board of Directors.

SECTION 5.03 *Transfer of Shares.* Transfer of shares on the books of the Corporation may be authorized only by the shareholder of record thereof, or the shareholder's legal representative, who shall furnish proper evidence of authority to transfer, or the shareholder's duly authorized attorney-in-fact, and, in the case of certificated shares, upon surrender of the certificate or the certificates for such shares of the Corporation or its transfer agent duly endorsed.

SECTION 5.04 *Registered Stockholders.* Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends or other distributions and to vote as such owner, and to hold such person liable for calls and assessments, and shall not be bound to recognize any equitable or legal claim to or interest in such share or shares on the part of any other person.

## ARTICLE 6 GENERAL PROVISIONS

SECTION 6.01 *Fixing the Record Date.* (a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of

Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by Delaware Law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by Delaware Law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

SECTION 6.02 *Dividends.* Subject to limitations contained in Delaware Law and the certificate of incorporation, the Board of Directors may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

SECTION 6.03 *Fiscal Year.* The fiscal year of the Corporation shall be the twelve months ending on December 31 or such other period as may be prescribed by the Board of Directors.

SECTION 6.04 *Corporate Seal.* The corporate seal shall have inscribed thereon the name of the Corporation and such other information as the Board of Directors may from time to time determine.

SECTION 6.05 *Voting of Stock Owned by the Corporation.* The Board of Directors may authorize any person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting of stockholders of any corporation (except this Corporation) in which the Corporation may hold stock.

SECTION 6.06 *Amendments.* A Majority of the Entire Board shall have the power, without the assent or vote of the stockholders, to adopt, amend, or repeal the By-Laws of the Corporation. Except as otherwise expressly prescribed by law, the stockholders may not adopt, amend, or repeal the By-Laws of the Corporation, except by the affirmative vote of the holders of 66 ⅔% or more of the voting power of the then issued and outstanding shares of capital stock of the Corporation entitled to vote for the election of directors, considered as one class.

SECTION 6.07 *Indemnification; Expenses; Insurance.* Each person who at any time shall serve or shall have served as a director or officer of the Corporation (including any predecessor of the Corporation), or any person who while a director or officer of the Corporation is or was serving at the written request of the Corporation (in accordance with written procedures adopted from time to time by the Board of Directors) as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, shall be entitled to (a) indemnification and (b) the advancement of expenses incurred by such person from the Corporation as, and to the fullest extent, permitted by Section 145 of Delaware Law or any successor statutory provision, as from time to time amended. The foregoing right of indemnification and to the advancement of expenses shall not be deemed exclusive of any other rights to which those to be indemnified may be entitled as a matter of law or under any agreement, vote of stockholders or disinterested directors of the Corporation, or other arrangement.

The Corporation may additionally indemnify, to the fullest extent permitted by law, any employee or agent of the Corporation who is not a director or officer of the Corporation in respect of service to the Corporation or to another entity at the request of the Corporation to the extent that the Board of Directors at any time designates any such person as entitled to the benefits of this Section 6.07.

The Corporation may purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee or agent of the Corporation or who is or was serving at the written request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against and incurred by such person in such capacity or arising out of such person's status in such capacity, whether or not the Corporation would have the power to indemnify such person against that liability under this Section 6.07 or Delaware Law.

**SECTION 6.08** These by-laws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these by-laws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

## AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

Y-MABS THERAPEUTICS, INC.

(originally incorporated on April 30, 2015)

FIRST: The name of the Corporation is Y-mAbs Therapeutics, Inc. (the "Corporation")

SECOND: The address of the Corporation's registered office in the State of Delaware is The Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at that address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 105,500,000 shares, consisting of (i) 100,000,000 shares of Common Stock, \$0.0001 par value per share ("Common Stock"), and (ii) 5,500,000 shares of Preferred Stock, \$0.0001 par value per share ("Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the Board of Directors upon any issuance of the Preferred Stock of any series.

2. Voting. The holders of the Common Stock shall have voting rights at all meetings of stockholders, each such holder being entitled to one vote for each share thereof held by such holder; provided, however, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (which, as used herein, shall mean the certificate of incorporation of the Corporation, as amended from time to time, including the terms of any certificate of designations of any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation. There shall be no cumulative voting.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote

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of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

3. Dividends. Dividends may be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors and subject to any preferential dividend or other rights of any then outstanding Preferred Stock.

4. Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders, subject to any preferential or other rights of any then outstanding Preferred Stock.

B. PREFERRED STOCK

Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation as hereinafter provided. Any shares of Preferred Stock which may be redeemed, purchased or acquired by the Corporation may be reissued except as otherwise provided by law.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designations relating thereto in accordance with the General Corporation Law of the State of Delaware, to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the General Corporation Law of the State of Delaware. Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law.

The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares then outstanding) by the affirmative vote of the holders of a majority of the voting power of the capital stock of the Corporation entitled to vote thereon, voting as a single class, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

FIFTH: Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred upon

SIXTH: In furtherance and not in limitation of the powers conferred upon it by the General Corporation Law of the State of Delaware, and subject to the terms of any series of Preferred Stock, the Board of Directors shall have the power to adopt, amend, alter or repeal the bylaws of the Corporation as amended and/or restated and in effect from time to time (the "Bylaws"), by the affirmative vote of a majority of the directors present at any regular or special meeting of the Board of Directors at which a quorum is present. The stockholders may not adopt, amend, alter or repeal the Bylaws of the Corporation, or adopt any provision inconsistent therewith, unless such action is approved, in addition to any other vote required by this Certificate of Incorporation, by the affirmative vote of the holders of at least 66 2/3% of the votes that all the stockholders would be entitled to cast in any annual election of directors or class of directors. Notwithstanding any other provisions of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least 66 2/3% of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article SIXTH.

SEVENTH: Except to the extent that the General Corporation Law of the State of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. If the General Corporation Law of the State of Delaware is amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware as so amended.

EIGHTH: To the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same exists or as may hereafter be amended from time to time, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law of the State of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

The Corporation shall indemnify, to the fullest extent permitted by applicable law, any director or officer of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding. The

Corporation shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized by the Board of Directors.

The Corporation shall have the power to indemnify, to the extent permitted by applicable law, any employee or agent of the Corporation who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

Neither any amendment nor repeal of any Section of this Article EIGHTH nor the adoption of any provision of this Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation inconsistent with this Article EIGHTH, shall eliminate or reduce the effect of this Article EIGHTH in respect of any matter occurring, or any cause of action, suit, claim or proceeding accruing or arising or that, but for this Article EIGHTH, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

NINTH: This Article NINTH is inserted for the management of the business and for the conduct of the affairs of the Corporation.

1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.
2. Number of Directors; Election of Directors. Subject to the rights of holders of any series of Preferred Stock to elect directors, the number of directors of the Corporation shall be established by the Board of Directors. Election of directors need not be by written ballot, except as and to the extent provided in the Bylaws of the Corporation.
3. Classes of Directors. Subject to the rights of holders of any series of Preferred Stock to elect directors, the Board of Directors shall be and is divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The Board of Directors is authorized to assign members of the Board of Directors already in office to Class I, Class II or Class III at the time such classification becomes effective.
4. Terms of Office. Subject to the rights of holders of any series of Preferred Stock to elect directors, each director shall serve for a term ending on the date of the third annual meeting of stockholders following the annual meeting of stockholders at which such director was elected; provided that each director initially assigned to Class I shall serve for a term expiring at the Corporation's first annual meeting of stockholders held after the effectiveness of this Restated Certificate of Incorporation; each director initially assigned to Class II shall serve for a term expiring at the Corporation's second annual meeting of stockholders held after the effectiveness of this Restated Certificate of Incorporation; and each director initially assigned to Class III shall serve for a term expiring at the Corporation's third annual meeting of stockholders held after the effectiveness of this Restated Certificate of Incorporation; provided further, that the

term of each director shall continue until the election and qualification of his or her successor and be subject to his or her earlier death, resignation or removal.

5. Quorum. A majority of the directors at any time in office shall constitute a quorum of the Board of Directors. If at any meeting of the Board of Directors there shall be less than such a quorum, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

6. Action at Meeting. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors unless a greater number is required by law or by this Certificate of Incorporation.

7. Removal. Subject to the rights of holders of any series of Preferred Stock, directors of the Corporation may be removed only for cause and only by the affirmative vote of the holders of at least 66 2/3% of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors.

8. Vacancies. Subject to the rights of holders of any series of Preferred Stock, any vacancy or newly created directorship in the Board of Directors, however occurring, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. A director elected to fill a vacancy shall hold office until the next election of the class for which such director shall have been chosen, subject to the election and qualification of a successor and to such director's earlier death, resignation or removal.

9. Stockholder Nominations and Introduction of Business, Etc. Advance notice of stockholder nominations for election of directors and other business to be brought by stockholders before a meeting of stockholders shall be given in the manner provided by the Bylaws of the Corporation.

10. Amendments to Article. Notwithstanding any other provisions of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least 66 2/3% of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article NINTH.

TENTH: Stockholders of the Corporation may not take any action by written consent in lieu of a meeting. Notwithstanding any other provisions of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least 66 2/3% of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article TENTH.

ELEVENTH: Special meetings of stockholders for any purpose or purposes may be called at any time by only the Board of Directors, the Chairman of the Board, the President or the Chief Executive Officer, and may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting. Notwithstanding any other provisions of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least 66 2/3% of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article ELEVENTH.

TWELFTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the General Corporation Law of the State of Delaware or as to which the General Corporation Law of the State of Delaware confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) any action asserting a claim arising pursuant to any provision of this Certificate of Incorporation or the Corporation's Bylaws (in each case, as they may be amended from time to time) or governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article TWELFTH.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation, which restates, integrates and amends the certificate of incorporation of the Corporation, and which has been duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, has been executed by its duly authorized officer this     day of     , 2018

Y-MABS THERAPEUTICS, INC.

By: Thomas Gad  
Title: President

(Signature Page to Restated Certificate of Incorporation)



## AMENDED AND RESTATED BYLAWS

OF

Y-MABS THERAPEUTICS, INC.

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**ARTICLE I  
STOCKHOLDERS**

1.1 Place of Meetings. All meetings of stockholders shall be held at such place as may be designated from time to time by the Board of Directors, the Chairman of the Board, the President or the Chief Executive Officer or, if not so designated, at the principal office of the corporation.

1.2 Annual Meeting. The annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly be brought before the meeting shall be held on a date and at a time designated by the Board of Directors, the Chairman of the Board, the President or the Chief Executive Officer. The corporation may postpone, reschedule or cancel any previously scheduled annual meeting of stockholders.

1.3 Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by only the Board of Directors, the Chairman of the Board, the President or the Chief Executive Officer, and may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting. The corporation may postpone, reschedule or cancel any previously scheduled special meeting of stockholders.

1.4 Notice of Meetings. Except as otherwise provided by law, the Certificate of Incorporation, or these Amended and Restated Bylaws, as amended and/or restated and in effect from time to time (the "Bylaws"), notice of each meeting of stockholders, whether annual or special, shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. Without limiting the manner by which notice otherwise may be given to stockholders, any notice shall be effective if given by a form of electronic transmission consented to (in a manner consistent with the General Corporation Law of the State of Delaware) by the stockholder to whom the notice is given. The notices of all meetings shall state the place, date and time of the meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If notice is given by mail, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's

address as it appears on the records of the corporation. If notice is given by electronic transmission, such notice shall be deemed given at the time specified in Section 232 of the General Corporation Law of the State of Delaware.

1.5 **Voting List.** The Secretary shall prepare, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least 10 days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. The list shall also

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be produced and kept at the time and place of the meeting during the whole time thereof, and may be examined by any stockholder who is present. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 1.5 or to vote in person or by proxy at any meeting of stockholders.

1.6 **Quorum.** Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the holders of a majority in voting power of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at the meeting, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum for the transaction of business; provided, however, that where a separate vote by a class or classes or series of capital stock is required by law or the Certificate of Incorporation, the holders of a majority in voting power of the shares of such class or classes or series of the capital stock of the corporation issued and outstanding and entitled to vote on such matter, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on such matter. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

1.7 **Adjournments.** Any meeting of stockholders may be adjourned from time to time to any other time and to any other place at which a meeting of stockholders may be held under these Bylaws by the chairman of the meeting or by the stockholders present or represented at the meeting and entitled to vote, although less than a quorum. It shall not be necessary to notify any stockholder of any adjournment of less than 30 days if the time and place of the adjourned meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which adjournment is taken, unless after the adjournment a new record date is fixed for the adjourned meeting. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

1.8 **Voting and Proxies.** Each stockholder shall have one vote for each share of stock entitled to vote held of record by such stockholder and a proportionate vote for each fractional share so held, unless otherwise provided by law or the Certificate of Incorporation. Each stockholder of record entitled to vote at a meeting of stockholders may vote in person (including by means of remote communications, if any, by which stockholders may be deemed to be present in person and vote at such meeting) or may authorize another person or persons to vote for such stockholder by a proxy executed or transmitted in a manner permitted by the General Corporation Law of the State of Delaware by the stockholder or such stockholder's authorized agent and delivered (including by electronic transmission) to the Secretary of the corporation. No such proxy shall be voted upon after three years from the date of its execution, unless the proxy expressly provides for a longer period.

1.9 **Action at Meeting.** When a quorum is present at any meeting, any matter other than the election of directors to be voted upon by the stockholders at such meeting shall be decided by the vote of the holders of shares of stock having a majority in voting power of the votes cast by the holders of all of the shares of stock present or represented at the meeting and

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voting affirmatively or negatively on such matter (or if there are two or more classes or series of stock entitled to vote as separate classes, then in the case of each such class or series, the holders of a majority in voting power of the shares of stock of that class or series present or represented at the meeting and voting affirmatively or negatively on such matter), except when a different vote is required by law, the Certificate of Incorporation or these Bylaws. When a quorum is present at any meeting, any election by stockholders of directors shall be determined by a plurality of the votes cast by the stockholders entitled to vote on the election.

#### 1.10 Nomination of Directors.

(a) Except for (1) any directors entitled to be elected by the holders of the corporation's preferred stock (the "Preferred Stock"), (2) any directors elected in accordance with Section 2.9 hereof by the Board of Directors to fill a vacancy or newly-created directorship or (3) as otherwise required by applicable law or stock exchange regulation, at any meeting of stockholders, only persons who are nominated in accordance with the procedures in this Section 1.10 shall be eligible for election as directors. Nomination for election to the Board of Directors at a meeting of stockholders may be made (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the corporation who (x) timely complies with the notice procedures in Section 1.10(b), (y) is a stockholder of record on the date of the giving of such notice and on the record date for the determination of stockholders entitled to vote at such meeting and (z) is entitled to vote at such meeting.

(b) To be timely, a stockholder's notice must be received in writing by the Secretary at the principal executive offices of the corporation as follows: (i) in the case of an election of directors at an annual meeting of stockholders, not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting; provided, however, that (x) in the case of the annual meeting of stockholders of the corporation to be held in 2018 or (y) in the event that the date of the annual meeting in any other year is advanced by more than 30 days, or delayed by more than 60 days, from the first anniversary of the preceding year's annual meeting, or if no annual meeting was held in the preceding year, a stockholder's notice must be so received not earlier than the 120th day prior to such annual meeting and not later than the close of business on the later of (A) the 90th day prior to such annual meeting and (B) the tenth day following the day on which notice of the date of such annual meeting was mailed or public disclosure of the date of such annual meeting was made, whichever first occurs; or (ii) in the case of an election of directors at a special meeting of stockholders, provided that the Board of Directors, the Chairman of the Board, the President or the Chief Executive Officer has determined, in accordance with Section 1.3, that directors shall be elected at such special meeting and provided further that the nomination made by the stockholder is for one of the director positions that the Board of Directors, the Chairman of the Board, the President or the Chief Executive Officer, as the case may be, has determined will be filled at such special meeting,

not earlier than the 120th day prior to such special meeting and not later than the close of business on the later of (x) the 90th day prior to such special meeting and (y) the tenth day following the day on which notice of the date of such special meeting was mailed or public disclosure of the date of such special meeting was made, whichever first occurs. In no event shall the adjournment or postponement of a meeting (or the public disclosure thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice.

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The stockholder's notice to the Secretary shall set forth: (A) as to each proposed nominee (1) such person's name, age, business address and, if known, residence address, (2) such person's principal occupation or employment, (3) the class and series and number of shares of stock of the corporation that are, directly or indirectly, owned, beneficially or of record, by such person, (4) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among (x) the stockholder, the beneficial owner, if any, on whose behalf the nomination is being made and the respective affiliates and associates of, or others acting in concert with, such stockholder and such beneficial owner, on the one hand, and (y) each proposed nominee, and his or her respective affiliates and associates, or others acting in concert with such nominee(s), on the other hand, including all information that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated under the Securities Act of 1933, as amended (the "Securities Act"), if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made or any affiliate or associate thereof or person acting in concert therewith were the "registrant" for purposes of such Item and the proposed nominee were a director or executive officer of such registrant, and (5) any other information concerning such person that must be disclosed as to nominees in proxy solicitations pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and (B) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is being made (1) the name and address of such stockholder, as they appear on the corporation's books, and of such beneficial owner, (2) the class and series and number of shares of stock of the corporation that are, directly or indirectly, owned, beneficially or of record, by such stockholder and such beneficial owner, (3) a description of any agreement, arrangement or understanding between or among such stockholder and/or such beneficial owner and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are being made or who may participate in the solicitation of proxies in favor of electing such nominee(s), (4) a description of any agreement, arrangement or understanding (including any derivative or short positions, swaps, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into by, or on behalf of, such stockholder or such beneficial owner, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or such beneficial owner with respect to shares of stock of the corporation, (5) any other information relating to such stockholder and such beneficial owner that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (6) a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the person(s) named in its notice and (7) a representation whether such stockholder and/or such beneficial owner intends or is part of a group which intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding capital stock reasonably believed by such stockholder or such beneficial owner to be sufficient to elect the nominee (and such representation shall be included in any such proxy statement and form of proxy) and/or (y) otherwise to solicit proxies or votes from stockholders in support of such nomination (and such representation shall be included in any such solicitation materials). Not later than 10 days after the record date for the meeting, the

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information required by Items (A)(1)-(5) and (B)(1)-(5) of the prior sentence shall be supplemented by the stockholder giving the notice to provide updated information as of the record date. In addition, to be effective, the stockholder's notice must be accompanied by the written consent of the proposed nominee to serve as a director if elected. The corporation may require any proposed nominee to furnish such other information as the corporation may reasonably require in order to determine the eligibility of such proposed nominee to serve as a director of the corporation or whether such nominee would be independent under applicable Securities and Exchange Commission (the "SEC") and stock exchange rules and the corporation's publicly disclosed corporate governance guidelines. A stockholder shall not have complied with this Section 1.10(b) if the stockholder (or beneficial owner, if any, on whose behalf the nomination is made) solicits or does not solicit, as the case may be, proxies or votes in support of such stockholder's nominee in contravention of the representations with respect thereto required by this Section 1.10.

(c) The chairman of any meeting shall have the power and duty to determine whether a nomination was made in accordance with the provisions of this Section 1.10 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's nominee in compliance with the representations with respect thereto required by this Section 1.10), and if the chairman should determine that a nomination was not made in accordance with the provisions of this Section 1.10, the chairman shall so declare to the meeting and such nomination shall not be brought before the meeting.

(d) Except as otherwise required by law, nothing in this Section 1.10 shall obligate the corporation or the Board of Directors to include in any proxy statement or other stockholder communication distributed on behalf of the corporation or the Board of Directors information with respect to any nominee for director submitted by a stockholder.

(e) Notwithstanding the foregoing provisions of this Section 1.10, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the meeting to present a nomination, such nomination shall not be brought before the meeting, notwithstanding that proxies in respect of such nominee may have been received by the corporation. For purposes of this Section 1.10, to be considered a "qualified representative of the stockholder", a person must be authorized by a written instrument executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, at the meeting of stockholders.

(f) For purposes of this Section 1.10, "public disclosure" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the SEC pursuant to Section 13, 14 or 15(d) of the Exchange Act.

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1.11 Notice of Business at Annual Meetings.

(a) At any annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (1) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (2) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (3) properly brought before the meeting by a stockholder. For business to be properly brought before an annual meeting by a stockholder, (i) if such business relates to the nomination of a person for election as a director of the corporation, the procedures in Section 1.10 must be complied with and (ii) if such business relates to any other matter, the business must constitute a proper matter under Delaware law for stockholder action and the stockholder must (x) have given timely notice thereof in writing to the Secretary in accordance with the procedures in Section 1.11(b), (y) be a stockholder of record on the date of the giving of such notice and on the record date for the determination of stockholders entitled to vote at such annual meeting and (z) be entitled to vote at such annual meeting.

(b) To be timely, a stockholder's notice must be received in writing by the Secretary at the principal executive offices of the corporation not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting; provided, however, that (x) in the case of the annual meeting of stockholders of the corporation to be held in 2018 or (y) in the event that the date of the annual meeting is advanced by more than 30 days, or delayed by more than 60 days, from the first anniversary of the preceding year's annual meeting, or if no annual meeting was held in the preceding year, a stockholder's notice must be so received not earlier than the 120th day prior to such annual meeting and not later than the close of business on the later of (A) the 90th day prior to such annual meeting and (B) the tenth day following the day on which notice of the date of such annual meeting was mailed or public disclosure of the date of such annual meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an annual meeting (or the public disclosure thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice.

The stockholder's notice to the Secretary shall set forth: (A) as to each matter the stockholder proposes to bring before the annual meeting (1) a brief description of the business desired to be brought before the annual meeting, (2) the text of the proposal (including the exact text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend the Bylaws, the exact text of the proposed amendment), and (3) the reasons for conducting such business at the annual meeting, and (B) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the proposal is being made (1) the name and address of such stockholder, as they appear on the corporation's books, and of such beneficial owner, (2) the class and series and number of shares of stock of the corporation that are, directly or indirectly, owned, beneficially or of record, by such stockholder and such beneficial owner, (3) a description of any material interest of such stockholder or such beneficial owner and the respective affiliates and associates of, or others acting in concert with, such stockholder or such beneficial owner in such business, (4) a description of any agreement, arrangement or understanding between or among such stockholder and/or such beneficial owner and any other person or persons (including their names) in connection with the proposal of such business or who may participate in the solicitation of proxies in favor of such proposal, (5) a

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description of any agreement, arrangement or understanding (including any derivative or short positions, swaps, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into by, or on behalf of, such stockholder or such beneficial owner, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or such beneficial owner with respect to shares of stock of the corporation, (6) any other information relating to such stockholder and such beneficial owner that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the business proposed pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (7) a representation that such stockholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting and (8) a representation whether such stockholder and/or such beneficial owner intends or is part of a group which intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding capital stock required to approve or adopt the proposal (and such representation shall be included in any such proxy statement and form of proxy) and/or (y) otherwise to solicit proxies or votes from stockholders in support of such proposal (and such representation shall be included in any such solicitation materials). Not later than 10 days after the record date for the meeting, the information required by Items (A)(3) and (B)(1)-(6) of the prior sentence shall be supplemented by the stockholder giving the notice to provide updated information as of the record date. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at any annual meeting of stockholders except in accordance with the procedures in this Section 1.11; provided that any stockholder proposal which complies with Rule 14a-8 of the proxy rules (or any successor provision) promulgated under the Exchange Act and is to be included in the corporation's proxy statement for an annual meeting of stockholders shall be deemed to comply with the notice requirements of this Section 1.11. A stockholder shall not have complied with this Section 1.11(b) if the stockholder (or beneficial owner, if any, on whose behalf the proposal is made) solicits or does not solicit, as the case may be, proxies in support of such stockholder's proposal in contravention of the representations with respect thereto required by this Section 1.11.

(c) The chairman of any annual meeting shall have the power and duty to determine whether business was properly brought before the annual meeting in accordance with the provisions of this Section 1.11 (including whether the stockholder or beneficial owner, if any, on whose behalf the proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such stockholder's proposal in compliance with the representation with respect thereto required by this Section 1.11), and if the chairman should determine that business was not properly brought before the annual meeting in accordance with the provisions of this Section 1.11, the chairman shall so declare to the meeting and such business shall not be brought before the annual meeting.

(d) Except as otherwise required by law, nothing in this Section 1.11 shall obligate the corporation or the Board of Directors to include in any proxy statement or other stockholder communication distributed on behalf of the corporation or the Board of Directors information with respect to any proposal submitted by a stockholder.

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(e) Notwithstanding the foregoing provisions of this Section 1.11, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting to present business, such business shall not be considered, notwithstanding that proxies in respect of such business may have been received by the corporation.

(f) For purposes of this Section 1.11, the terms "qualified representative of the stockholder" and "public disclosure" shall have the same meaning as in Section 1.10.

1.12 Conduct of Meetings.

(a) Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in the Chairman's absence by the Vice Chairman of the Board, if any, or in the Vice Chairman's absence by the President, or in the President's absence, by the Chief Executive Officer, or in the Chief Executive Officer's absence by a Vice President, or in the absence of all of the foregoing persons by a chairman designated by the Board of Directors. The Secretary shall act as secretary of the meeting, but in the Secretary's absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

(b) The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of stockholders of the corporation as it shall deem appropriate including, without limitation, such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting and prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as shall be determined; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(c) The chairman of the meeting shall announce at the meeting when the polls for each matter to be voted upon at the meeting will be opened and closed. After the polls close, no ballots, proxies or votes or any revocations or changes thereto may be accepted.

(d) In advance of any meeting of stockholders, the Board of Directors, the Chairman of the Board, the President or the Chief Executive Officer shall appoint one or more inspectors of election to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no

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inspector or alternate is present, ready and willing to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by law, inspectors may be officers, employees or agents of the corporation. Each inspector, before entering upon the discharge of such inspector's duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by law. Every vote taken by ballots shall be counted by a duly appointed inspector or duly appointed inspectors.

1.13 No Action by Consent in Lieu of a Meeting. Stockholders of the corporation may not take any action by written consent in lieu of a meeting.

**ARTICLE II  
DIRECTORS**

2.1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation except as otherwise provided by law or the Certificate of Incorporation.

2.2 Number, Election and Qualification. Subject to the rights of holders of any series of Preferred Stock to elect directors, the number of directors of the corporation shall be established by the Board of Directors. Election of directors need not be by written ballot. Directors need not be stockholders of the corporation.

2.3 Chairman of the Board; Vice Chairman of the Board. The Board of Directors may appoint from its members a Chairman of the Board and a Vice Chairman of the Board, neither of whom need be an employee or officer of the corporation. If the Board of Directors appoints a Chairman of the Board, such Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors and, if the Chairman of the Board is also designated as the corporation's President, shall have the powers and duties of the President prescribed in Section 3.7 of these Bylaws. If the Board of Directors appoints a Vice Chairman of the Board, such Vice Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors. Unless otherwise provided by the Board of Directors, the Chairman of the Board or, in the Chairman's absence, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board of Directors.

2.4 Classes of Directors. Subject to the rights of holders of any series of the corporation's Preferred Stock to elect directors, the Board of Directors shall be and is divided into three classes: Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors from time to time. The allocation of directors among classes shall be determined by resolution of the Board of Directors.

2.5 Terms of Office. Subject to the rights of holders of any series of Preferred Stock to elect directors, each director shall serve for a term ending on the date of the third annual

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meeting of stockholders following the annual meeting of stockholders at which such director was elected; provided that each director initially assigned to Class I shall serve for a term expiring at the corporation's first annual meeting of stockholders held after the effectiveness of these Bylaws; each director initially assigned to Class II shall serve for a term expiring at the corporation's second annual meeting of stockholders held after the effectiveness of these Bylaws; and each director initially assigned to Class III shall serve for a term expiring at the corporation's third annual meeting of stockholders held after the

effectiveness of these Bylaws; provided further, that the term of each director shall continue until the election and qualification of his or her successor and be subject to his or her earlier death, resignation or removal.

2.6 Quorum. A majority of the directors at any time in office shall constitute a quorum of the Board of Directors. If at any meeting of the Board of Directors there shall be less than such a quorum, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

2.7 Action at Meeting. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number is required by law or by the Certificate of Incorporation.

2.8 Removal. Subject to the rights of holders of any series of Preferred Stock, directors of the corporation may be removed only for cause and only by the affirmative vote of the holders of at least 66 2/3% of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors.

2.9 Vacancies. Subject to the rights of holders of any series of Preferred Stock, any vacancy or newly-created directorship on the Board of Directors, however occurring, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. A director elected to fill a vacancy shall hold office until the next election of the class for which such director shall have been chosen, subject to the election and qualification of a successor or until such director's earlier death, resignation or removal.

2.10 Resignation. Any director may resign by delivering a resignation in writing or by electronic transmission to the corporation at its principal office or to the Chairman of the Board, the President, the Chief Executive Officer, or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time or upon the happening of some later event.

2.11 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall be determined from time to time by the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

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2.12 Special Meetings. Special meetings of the Board of Directors may be held at any time and place designated in a call by the Chairman of the Board, the President, the Chief Executive Officer, two or more directors, or by one director in the event that there is only a single director in office.

2.13 Notice of Special Meetings. Notice of the date, place and time of any special meeting of directors shall be given to each director by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director (a) in person, by telephone or by electronic transmission at least 24 hours in advance of the meeting, (b) by delivering written notice by hand to such director's last known business or home address at least 48 hours in advance of the meeting, or (c) by sending written notice by first-class mail to such director's last known business or home address at least 72 hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

2.14 Meetings by Conference Communications Equipment. Directors may participate in meetings of the Board of Directors or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.15 Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent to the action in writing or by electronic transmission, and the written consents or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.16 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation with such lawfully delegable powers and duties as the Board of Directors thereby confers, to serve at the pleasure of the Board of Directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the provisions of law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board of Directors. Except as otherwise provided in the

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Certificate of Incorporation, these Bylaws, or the resolution of the Board of Directors designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

2.17 Compensation of Directors. Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors or a duly appointed committee thereof may from time to time determine. No such payment shall preclude any director from serving the corporation or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service.

**ARTICLE III  
OFFICERS**

3.1 Titles. The officers of the corporation shall consist of a President, a Chief Executive Officer, a Secretary, a Treasurer and such other officers with such other titles as the Board of Directors shall determine, including one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate.

3.2 Election. The President, Chief Executive Officer, Treasurer and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Other officers may be appointed by the Board of Directors at such meeting or at any other meeting.

3.3 Qualification. No officer need be a stockholder. Any two or more offices may be held by the same person.

3.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, each officer shall hold office until such officer's successor is elected and qualified, unless a different term is specified in the resolution electing or appointing such officer, or until such officer's earlier death, resignation or removal.

3.5 Resignation and Removal. Any officer may resign by delivering a resignation in writing or by electronic transmission to the corporation at its principal office or to the President, Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time or upon the happening of some later event. Any officer may be removed at any time, with or without cause, by vote of a majority of the directors then in office. Except as the Board of Directors may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following such officer's resignation or removal, or any right to damages on account of such removal, whether such officer's compensation be by the month or by the year or otherwise, unless such compensation is expressly provided for in a duly authorized written agreement with the corporation.

3.6 Vacancies. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any

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offices other than those of President, Chief Executive Officer, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of such officer's predecessor and until a successor is elected and qualified, or until such officer's earlier death, resignation or removal. 3.7

3.7 President. The President shall have general charge and supervision of the business of the corporation subject to the direction of the Board of Directors, and shall perform all duties and have all powers that are commonly incident to the office of the president or that are delegated to such officer by the Board of Directors. The President shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe. In the event of the absence, inability or refusal to act of the President, then the Chief Executive Officer, or in the event of the absence, inability or refusal to act of the Chief Executive Officer, then the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the President and when so performing such duties shall have all the powers of and be subject to all the restrictions upon the President.

3.8 Chief Executive Officer. The Chief Executive Officer shall have general charge and supervision of the business of the corporation subject to the direction of the President, and shall perform all duties and have all powers that are commonly incident to the office of the chief executive or that are delegated to such officer by the President. The Chief Executive Officer shall perform such other duties and shall have such other powers as the President may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer, then the President, or in the event of the absence, inability or refusal to act of the President, then the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the Chief Executive Officer, and when so performing such duties shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

3.9 Vice Presidents. Each Vice President shall perform such duties and possess such powers as the Board of Directors, the President or the Chief Executive Officer may from time to time prescribe. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

3.10 Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall have such powers as the Board of Directors, the President or the Chief Executive Officer may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to attend all meetings of stockholders and the Board of Directors and keep a record of the proceedings, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the President, the Chief Executive Officer or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order

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determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of stockholders or directors, the chairman of the meeting shall designate a temporary secretary to keep a record of the meeting.

3.11 Treasurer and Assistant Treasurers. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors, the President or the Chief Executive Officer. In addition, the Treasurer shall perform such duties and have such powers as

are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the corporation, to deposit funds of the corporation in depositories selected in accordance with these Bylaws, to disburse such funds as ordered by the Board of Directors, to make proper accounts of such funds, and to render as required by the Board of Directors statements of all such transactions and of the financial condition of the corporation.

The Assistant Treasurers shall perform such duties and possess such powers as the Board of Directors, the President, the Chief Executive Officer or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Treasurer.

3.12 Salaries. Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

3.13 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

#### ARTICLE IV CAPITAL STOCK

4.1 Issuance of Stock. Subject to the provisions of the Certificate of Incorporation, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of any shares of the authorized capital stock of the corporation held in the corporation's treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such lawful consideration and on such terms as the Board of Directors may determine.

4.2 Stock Certificates; Uncertificated Shares. The shares of the corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Every holder of stock of the corporation

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represented by certificates shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, representing the number of shares held by such holder registered in certificate form. Each such certificate shall be signed in a manner that complies with Section 158 of the General Corporation Law of the State of Delaware.

Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, these Bylaws, applicable securities laws or any agreement among any number of stockholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of each certificate representing shares of such class or series of stock, provided that in lieu of the foregoing requirements there may be set forth on the face or back of each certificate representing shares of such class or series of stock a statement that the corporation will furnish without charge to each stockholder who so requests a copy of the full text of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Within a reasonable time after the issuance or transfer of uncertificated shares, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 202(a) or 218(a) of the General Corporation Law of the State of Delaware or, with respect to Section 151 of General Corporation Law of the State of Delaware, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

4.3 Transfers. Shares of stock of the corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of shares of stock of the corporation shall be made only on the books of the corporation or by transfer agents designated to transfer shares of stock of the corporation. Subject to applicable law, shares of stock represented by certificates shall be transferred only on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the corporation or its transfer agent may reasonably require. Uncertificated shares may be transferred by delivery of a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, by the Certificate of Incorporation or by these Bylaws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of

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any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the corporation in accordance with the requirements of these Bylaws.

4.4 Lost, Stolen or Destroyed Certificates. The corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen or destroyed, upon such terms and conditions as the corporation may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity and posting of such bond as the corporation may require for the protection of the corporation or any transfer agent or registrar.

4.5 Record Date. The Board of Directors may fix in advance a date as a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders, or entitled to receive payment of any dividend or other distribution or allotment of any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action. Such record date shall not precede the date on which the resolution fixing the record date is adopted, and such record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. If no record date is fixed, the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

4.6 Regulations. The issue, transfer, conversion and registration of shares of stock of the corporation shall be governed by such other regulations as the Board of Directors may establish.

## **ARTICLE V GENERAL PROVISIONS**

5.1 Name; Registered Office. The name of the corporation is Y mAbs Therapeutics, Inc. The registered office of the corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

5.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

5.3 Books. The books of the corporation may be kept within or without of the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require. Any records maintained by the corporation in the regular course of its

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business, including its stock ledger, books of account and minute books, may be maintained on any information storage device or method; provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

5.4 Fiscal Year. Except as from time to time otherwise designated by the Board of Directors, the fiscal year of the corporation shall begin on the first day of January of each year and end on the last day of December in each year.

5.5 Corporate Seal. The corporate seal shall be in such form as shall be approved by the Board of Directors.

5.6 Waiver of Notice. Whenever notice is required to be given by law, by the Certificate of Incorporation or by these Bylaws, a written waiver signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before, at or after the time of the event for which notice is to be given, shall be deemed equivalent to notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in any such waiver. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

5.7 Voting of Securities. Except as the Board of Directors may otherwise designate, the President, the Chief Executive Officer or the Treasurer may waive notice of, vote, or appoint any person or persons to vote, on behalf of the corporation at, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for this corporation (with or without power of substitution) at, any meeting of stockholders or securityholders of any other entity, the securities of which may be held by this corporation.

5.8 Evidence of Authority. A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.9 Certificate of Incorporation. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as amended and/or restated and in effect from time to time.

5.10 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

5.11 Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

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## **ARTICLE VI INDEMNIFICATION**

6.1 Indemnification Of Directors And Officers In Third Party Proceedings. Subject to the other provisions of this Article VI, the corporation shall indemnify, to the fullest extent permitted by the DGCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a “Proceeding”) (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director of the corporation or an officer of the corporation, or while a director of the corporation or officer of the corporation is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person’s conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person’s conduct was unlawful.

6.2 Indemnification Of Directors And Officers In Actions By Or In The Right Of The Corporation. Subject to the other provisions of this Article VI, the corporation shall indemnify, to the fullest extent permitted by the DGCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or while a director or officer of the corporation is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

6.3 Successful Defense. To the extent that a present or former director or officer of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described in Section 6.1 or Section 6.2, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

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6.4 Indemnification Of Others. Subject to the other provisions of this Article VI, the corporation shall have power to indemnify its employees and its agents to the extent not prohibited by the DGCL or other applicable law. The board of directors shall have the power to delegate the determination of whether employees or agents shall be indemnified to such person or persons as the board of determines.

6.5 Advanced Payment Of Expenses. Expenses (including attorneys’ fees) incurred by an officer or director of the corporation in defending any Proceeding shall be paid by the corporation in advance of the final disposition of such Proceeding upon receipt of a written request therefor (together with documentation reasonably evidencing such expenses) and an undertaking by or on behalf of the person to repay such amounts if it shall ultimately be determined that the person is not entitled to be indemnified under this Article VI or the DGCL. Such expenses (including attorneys’ fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the corporation deems reasonably appropriate and shall be subject to the corporation’s expense guidelines. The right to advancement of expenses shall not apply to any claim for which indemnity is excluded pursuant to these Bylaws, but shall apply to any Proceeding referenced in Section 6.6(ii) or 6.6(iii) prior to a determination that the person is not entitled to be indemnified by the corporation.

6.6 Limitation On Indemnification. Subject to the requirements in Section 6.3 and the DGCL, the corporation shall not be obligated to indemnify any person pursuant to this Article VI in connection with any Proceeding (or any part of any Proceeding):

- (i) for which payment has actually been made to or on behalf of such person under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;
- (ii) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Exchange Act, or similar provisions of federal, state or local statutory law or common law, if such person is held liable therefor (including pursuant to any settlement arrangements);
- (iii) for any reimbursement of the corporation by such person of any bonus or other incentive-based or equity-based compensation or of any profits realized by such person from the sale of securities of the corporation, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the corporation pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), or the payment to the corporation of profits arising from the purchase and sale by such person of securities in violation of Section 306 of the Sarbanes-Oxley Act), if such person is held liable therefor (including pursuant to any settlement arrangements);
- (iv) initiated by such person against the corporation or its directors, officers, employees, agents or other indemnitees, unless (a) the board of directors authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (b) the corporation provides the indemnification, in its sole discretion, pursuant to the powers

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vested in the corporation under applicable law, (c) otherwise required to be made under Section 6.7 or (d) otherwise required by applicable law; or

- (v) if prohibited by applicable law; *provided, however*, that if any provision or provisions of this Article VI shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (1) the validity, legality and enforceability of the remaining provisions of this Article VI (including, without limitation, each portion of any paragraph or clause containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (2) to the fullest extent possible, the provisions of this Article VI (including, without limitation, each such portion of any paragraph or clause containing any such provision held to be

invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

6.7 Determination; Claim. If a claim for indemnification or advancement of expenses under this Article VI is not paid in full within 90 days after receipt by the corporation of the written request therefor, the claimant shall be entitled to an adjudication by a court of competent jurisdiction of his or her entitlement to such indemnification or advancement of expenses. The corporation shall indemnify such person against any and all expenses that are incurred by such person in connection with any action for indemnification or advancement of expenses from the corporation under this Article VI, to the extent such person is successful in such action, and to the extent not prohibited by law. In any such suit, the corporation shall, to the fullest extent not prohibited by law, have the burden of proving that the claimant is not entitled to the requested indemnification or advancement of expenses.

6.8 Non-Exclusivity Of Rights. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the certificate of incorporation or any statute, bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. The corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advancement of expenses, to the fullest extent not prohibited by the DGCL or other applicable law.

6.9 Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of the DGCL.

6.10 Survival. The rights to indemnification and advancement of expenses conferred by this Article VI shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

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6.11 Effect of Repeal of Modification. Any amendment, alteration or repeal of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to such amendment, alteration or repeal.

6.12 Certain Definitions. For purposes of this Article VI, references to the "corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VI, references to "other enterprises" shall include employee benefit plans; references to "finances" shall include any excise taxes assessed on a person with respect to an employee benefit plan (excluding any "parachute payments" within the meanings of Sections 280G and 4999 of the Internal Revenue Code of 1986, as amended); and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Article VI.

## ARTICLE VII AMENDMENTS

These Bylaws may be adopted, amended or repealed by the stockholders entitled to vote; *provided, however*, that the affirmative vote of the holders of at least 66 2/3% of the total voting power of outstanding voting securities, voting together as a single class, shall be required for the stockholders of the corporation to alter, amend or repeal, or adopt any Bylaw inconsistent with, the following provisions of these Bylaws: Article I, Sections 2.1, 2.2, 2.8 and 2.10 of Article II, Article VI and this Article VII (including, without limitation, any such Article or Section as renumbered as a result of any amendment, alteration, change, repeal, or adoption of any other bylaws). The Board of Directors shall also have the power to adopt, amend or repeal Bylaws; *provided, however*, that a Bylaw amendment adopted by stockholders which specifies the votes that shall be necessary for the election of directors shall not be further amended or repealed by the Board of Directors.

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## REGISTRATION RIGHTS AGREEMENT

DATED AS OF OCTOBER 13, 2017

BY AND AMONG

Y-MABS THERAPEUTICS, INC.

AND

HBM HEALTHCARE INVESTMENTS (CAYMAN) LTD.

AND

THE PERSONS AND ENTITIES LISTED ON EXHIBIT A HERETO

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Exhibit A — List of Investors

Y-MABS THERAPEUTICS, INC.

## REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “**Agreement**”) is made as of October 13, 2017, by and among Y-mAbs Therapeutics, Inc., a Delaware corporation (the “**Company**”) HBM Healthcare Investments (Cayman) Ltd. (“**HBM**”), a Cayman Islands exempted company, and the persons and entities listed on Exhibit A hereto (each, an “**Investor**” and along with HBM collectively, the “**Investors**”). The Investors are also sometimes collectively referred to herein as the “**Stockholders**” and individually as a “**Stockholder**.” Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings ascribed to them in Section 1.

## RECITALS

**WHEREAS**, the Company, HBM and the other Investors are parties to certain Securities Purchase Agreement dated of even date herewith (the "**Purchase Agreement**"), pursuant to which HBM and the other Investors are purchasing certain shares of Common Stock of the Company; and

**WHEREAS**, in connection with the consummation of the transactions contemplated by the Purchase Agreement, and pursuant to the terms of the Purchase Agreement, the parties hereto desire to enter into this Agreement in order to grant certain registration rights to the Investors as set forth below.

**NOW, THEREFORE**: In consideration of the mutual promises and covenants set forth herein, and other consideration, the receipt of and adequacy of which is hereby acknowledged, the parties hereto further agree as follows:

1. Definitions.

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

**"Affiliate"** means, with respect to any person, any other person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person, including any partner, member, stockholder or other equity holder of such person or manager, director, officer or employee of such person. For purposes of this definition, "control," when used with respect to any specified person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

**"Agreement"** shall have the meaning set forth in the preamble.

**"Board of Directors"** means the board of directors of the Company.

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**"Certificate of Incorporation"** means the Certificate of Incorporation of the Company as filed on April 30, 2015, as amended by that certain Certificate of Amendment of Certificate of Incorporation, as filed on June 3, 2015, and as further amended by that certain Certificate of Amendment of Certificate of Incorporation as filed on July 10, 2017, with the Secretary of State of the State of Delaware, and as amended, modified, supplemented or restated from time to time.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Commission"** shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act (as defined herein).

**"Common Stock"** means the Company's Common Stock, \$.0001 par value per share.

**"Company"** shall have the meaning set forth in the preamble.

**"Control"** (including its correlative meanings, "**controlled by**," "**controlling**" and "**under common control with**") shall mean possesses directly or indirectly through one or more intermediaries, of power to direct or cause the direction of management and policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

**"Exchange Act"** shall mean the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

**"HBM"** shall have the meaning set forth in the preamble.

**"Holder"** shall mean (i) any Investor that holds Registrable Securities (as defined herein), (ii) any holder of Registrable Securities to whom the registration rights conferred by this Agreement have been duly and validly transferred in accordance with Section 2.12 of this Agreement.

**"Indemnified Party"** shall have the meaning set forth in Section 2.6(c) hereof

**"Indemnifying Party"** shall have the meaning set forth in Section 2.6(c) hereof

**"Initial Public Offering"** shall mean the closing of the Company's first firm commitment underwritten public offering of the Company's Common Stock registered under the Securities Act

**"Initiating Holders"** shall mean any Holder or Holders who in the aggregate hold not less than a majority of the outstanding Registrable Securities, provided that for purposes of Section 2.3 the term "Initiating Holders" shall mean any Holder or Holders requesting registration under such Section.

**"Investors"** shall have the meaning set forth in the preamble.

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**"Key Employee"** means any executive-level employee (including division director and vice president-level positions) as well as any employee who, either alone or in concert with others, develops, invents, programs, or designs any Company Intellectual Property (as defined in the Purchase Agreement) and any individual designated as a "Key Employee" by a majority of the Board of Directors.

“**Major Investor**” means each Investor holding at least one percent (1.0%) of the Company’s Common Stock on a fully diluted basis.

“**Preferred Holders**” shall mean any holder of Preferred Stock.

“**Preferred Stock**” means the preferred stock, par value \$0.0001 per share, of the Company as may be established by the Board and having the rights, privileges, preference, duties, liabilities and obligations specified with respect thereto as may be set forth in the Certificate of Incorporation as amended, or as may be set forth in a Certificate of Designations, filed with the Secretary of State of the State of Delaware, and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or similar reorganization.

“**Purchase Agreement**” shall have the meaning set forth in the recitals.

“**Registrable Securities**” shall mean (i) any shares of Common Stock beneficially owned by the Investors, and (ii) any shares of Common Stock issued or issuable with respect to any shares described in subsection (i) above by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event with respect to the Common Stock (it being understood that, for purposes of this Agreement, a person shall be deemed to be a holder of Registrable Securities whenever such person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected; provided, however, that Registrable Securities shall not include any shares of Common Stock described above which have previously been registered or which have been sold to the public either pursuant to a registration statement or Rule 144, or which have been sold in a private transaction in which the transferor’s rights under this Agreement are not validly assigned in accordance with this Agreement.

The terms “**register**,” “**registered**” and “**registration**” shall refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration or ordering of the effectiveness of such registration statement.

“**Registration Expenses**” shall mean all expenses incurred by the Company in effecting any registration pursuant to this Agreement, including, without limitation, all registration, qualification, and filing fees, printing expenses, accounting fees, escrow fees, fees and disbursements of counsel for the Company, fees and disbursements of one special counsel for the Holders (selected by a majority-in-interest of the Holders), blue sky fees and expenses, and expenses of any regular or special audits incident to or required by any such registration, but

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shall not include Selling Expenses, fees and disbursements of other counsel for the Holders and the compensation of regular employees of the Company, which shall be paid in any event by the Company.

“**Restricted Securities**” shall mean any Registrable Securities required to bear the first legend set forth in Section 2.8(b) hereof.

“**Rule 144**” shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 145**” shall mean Rule 145 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 415**” shall mean Rule 415 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 501**” shall mean Rule 501 of Regulation D promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 506**” shall mean Rule 506 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Securities Act**” shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

“**Selling Expenses**” shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for any Holder (other than the fees and disbursements of one special counsel to the Holders not to exceed \$50,000 included in Registration Expenses).

“**Shares**” shall mean (i) the Company’s Preferred Stock, (ii) the Company’s Common Stock and (iii) any securities issued with respect to the foregoing upon any stock split, stock dividend, recapitalization, or similar event or upon any conversion.

“**Stockholder**” shall have the meaning set forth in the preamble.

2. Registration Rights; Restrictions on Transfer.

2.1 Demand Registration.

(a) Request for Registration. Subject to the conditions set forth in this Section 2.1, if the Company shall receive from Initiating Holders a written request signed

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by such Initiating Holders that the Company effect any registration of the Registrable Securities of the Company at an aggregate offering price to the public (net of underwriting discounts and commissions) of not less than Ten Million Dollars (\$10,000,000) (such request shall state the number of shares of Registrable Securities requested to be disposed of by such Initiating Holders), the Company will:

(i) promptly give written notice of the proposed registration to all other Holders; and

(ii) as soon as practicable, file and use its commercially reasonable efforts to effect such registration (including, without limitation, filing post-effective amendments, appropriate qualifications under applicable blue sky or other state securities laws, and appropriate compliance with the Securities Act) and to permit or facilitate the sale and distribution of all or such portion of such Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any Holder or Holders joining in such request as are specified in a written request received by the Company within twenty (20) days after such written notice from the Company is mailed or delivered; provided that unless a registration pursuant to this Section 2.1 is the Company's Initial Public Offering, the Company also shall use its reasonable best efforts to file the registration statement within ninety (90) days of the receipt of the request from the Initiating Holders.

(b) Limitations on Requested Registration. The Company shall not be obligated to effect, or to take any action to effect, any such registration pursuant to this Section 2.1:

(i) Prior to the earlier of (A) the four (4) year anniversary of the date of this Agreement or (B) six (6) months following the effective date of the Company's Initial Public Offering;

(ii) In any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification, or compliance, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(iii) After the Company has initiated two (2) such registrations pursuant to this Section 2.1 (counting for these purposes only (1) registrations where at least 75% of the Registrable Securities requested to be registered are in fact registered and which have been declared or ordered effective and pursuant to which securities have been sold, and (2) registrations that closed, or were withdrawn at the request of the Holders (other than as a result of a material adverse change to the Company)); or

(iv) During the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of filing of, and ending on

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a date ninety (90) days (or in the case of the Company's Initial Public Offering, one hundred eighty (180) days) after the effective date of, a Company-initiated registration (other than a registration relating solely to employee benefit plans); provided that (A) the Company is actively employing in good faith best efforts to cause such registration statement to become effective and, (B) with respect to any request for registration pursuant to Section 2.1(a) received prior the date of filing of such Company-initiated registration, the Company shall have delivered written notice to the holders of Registrable Securities of its intent to file such registration within thirty (30) days after its receipt of such request.

(c) Deferral. If (i) in the good faith judgment of the Board of Directors, the filing of a registration statement covering the Registrable Securities would be materially detrimental to the Company and the Board of Directors concludes, as a result, that it is in the best interests of the Company to defer the filing of such registration statement at such time, and (ii) the Company shall furnish to such Holders a certificate signed by the President of the Company stating that in the good faith judgment of the Board of Directors, it would be materially detrimental to the Company for such registration statement to be filed in the near future and that it is, therefore, in the best interests of the Company to defer the filing of such registration statement, then (in addition to the limitations set forth in Section 2.1(b)(iv) above) the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders, and, provided further, that the Company shall not defer its obligation in this manner more than twice in any twelve (12)-month period.

(d) Underwriting. If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.1 and the Company shall include such information in the written notice referred to in subsection 2.1(a)(i). In such event, the right of any Holder to include all or any portion of its Registrable Securities in a registration pursuant to this Section 2.1 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities to the extent provided herein. If the Company shall request inclusion in any registration pursuant to this Section 2.1 of securities being sold for its own account, or if other persons shall request inclusion in any registration pursuant to this Section 2.1, the Initiating Holders shall, on behalf of all Holders, offer to include such securities in the underwriting and such offer shall be conditioned upon the participation of the Company or such other persons in such underwriting and the inclusion of the Company's and such person's other securities of the Company and their acceptance of the further applicable provisions of this Section 2 (including Section 2.10). The Company shall (together with all Holders proposing to distribute their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected for such underwriting by the majority-in-interest of the Initiating Holders, which underwriters shall be reasonably acceptable to the Company.

Notwithstanding any other provision of this Section 2.1, if the underwriters advise the Initiating Holders in writing that marketing factors require a limitation on the number of

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shares to be underwritten, the number of Registrable Securities that may be so included shall be apportioned pro rata among the selling Holders based on the number of Registrable Securities held by all selling Holders or in such other proportions as shall mutually be agreed to by all such selling Holders. In no

event shall Registrable Securities be excluded from such registration unless all other stockholders' securities and securities for the account of the Company have been first excluded.

If a person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such person shall be excluded therefrom by written notice from the Company, the underwriter or the Initiating Holders. The securities so excluded shall also be withdrawn from registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall also be withdrawn from such registration. If shares are so withdrawn from the registration and if the number of shares to be included in such registration was previously reduced as a result of marketing factors pursuant to this Section 2.1(d), then the Company shall then offer to all Holders who have retained rights to include securities in the registration the right to include additional Registrable Securities in the registration in an aggregate amount equal to the number of shares so withdrawn, with such shares to be allocated among such Holders requesting additional inclusion, as set forth above.

## 2.2 Piggyback Registration.

(a) Piggyback Registration. If the Company shall determine to register any of its securities either for its own account or the account of a security holder or holders, other than a registration pursuant to Section 2.1 or 2.3, a registration relating solely to employee benefit plans, a registration relating to the offer and sale of debt securities, a registration relating to a corporate reorganization or other Rule 145 transaction, or a registration on any registration form that does not permit secondary sales, the Company will:

(i) promptly give written notice of the proposed registration to all Holders; and

(ii) use its commercially reasonable efforts to include in such registration (and any related qualification under blue sky laws or other compliance), except as set forth in Section 2.2(b) below, and in any underwriting involved therein, all of such Registrable Securities as are specified in a written request or requests made by any Holder or Holders received by the Company within twenty (20) days after such written notice from the Company is mailed or delivered. Such written request may specify all or a part of a Holder's Registrable Securities.

(b) Underwriting. If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company shall so advise the Holders as a part of the written notice given pursuant to Section 2.2(a)(i). In such event, the right of any Holder to registration pursuant to this Section 2.2 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein.

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All Holders proposing to distribute their securities through such underwriting shall (together with the Company and the other holders of securities of the Company with registration rights to participate therein distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected by the Company.

Notwithstanding any other provision of this Section 2.2, if the underwriters advise the Company in writing that marketing factors require a limitation on the number of shares to be underwritten, the underwriters may (subject to the limitations set forth below) limit the number of Registrable Securities to be included in the registration and underwriting. In no event shall any Registrable Securities be excluded from such registration and underwriting unless all other stockholders' securities have been first excluded. In the event that the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such registration and underwriting, then the Registrable Securities that are included in such registration and underwriting shall be apportioned pro rata among the selling Holders based on the number of Registrable Securities held by all selling Holders or in such other proportions as shall mutually be agreed to by all such selling Holders. Notwithstanding the foregoing, in no event shall the amount of securities of the selling Holders included in the registration and underwriting be reduced below twenty-five percent (25%) of the total amount of securities requested to be included in such registration and underwriting, unless such registration is the Company's Initial Public Offering, in which case the selling Holders may be excluded if the underwriters make the determination described above.

If a person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such person shall also be excluded therefrom by written notice from the Company or the underwriter. The securities so excluded shall also be withdrawn from such registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall be withdrawn from such registration.

(c) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration.

## 2.3 Registration on Form S-3.

(a) Request for Form S-3 Registration. If the Company is then qualified for the use of Form S-3, in addition to the rights contained in the foregoing provisions of this Section 2 and subject to the conditions set forth in this Section 2.3, and shall receive from Initiating Holders a written request signed by such Initiating Holder(s) that the Company effect any registration on Form S-3 or any similar short form registration statement with respect to all or part of the Registrable Securities (such request shall state the number of shares of Registrable Securities requested to be disposed of and the intended methods of disposition of such shares by such Holder or Holders), the Company will take all such actions with respect to such Registrable Securities as required by Section 2.1(a)(i) and (ii); provided that in the case of a registration pursuant to this

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Section 2.3, the Company also shall use its reasonable best efforts to file the registration statement within ninety (90) days of the receipt of the request from the Initiating Holders.

(b) Limitations on Form S-3 Registration. The Company shall not be obligated to effect, or take any action to effect, any such registration pursuant to this Section 2.3:

(i) In the circumstances described in either Sections 2.1(b)(ii) or 2.1(b)(iv);

(ii) If the Initiating Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) on Form S-3 at an aggregate price to the public (net of any underwriters' discounts and commissions) of less than Ten Million Dollars (\$10,000,000); or

(iii) If, in a given twelve (12)-month period, the Company has effected two (2) such registrations in such period.

(c) Deferral. The provisions of Section 2.1(c) shall apply to any registration pursuant to this Section 2.3.

(d) Underwriting. If the Initiating Holders requesting registration under this Section 2.3 intend to distribute the Registrable Securities covered by their request by means of an underwriting, the provisions of Sections 2.1(d) shall apply to such registration. Notwithstanding anything contained herein to the contrary, registrations effected pursuant to this Section 2.3 shall not be counted as requests for registration or registrations effected pursuant to Section 2.1.

2.4 Expenses of Registration. All Registration Expenses incurred in connection with registrations pursuant to Sections 2.1, 2.2 and 2.3 hereof shall be borne by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Sections 2.1 and 2.3 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all participating Holders shall bear such expenses pro rata among each other based on the number of Registrable Securities requested to be so registered), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to a demand registration pursuant to Section 2.1; and provided further, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of, or their learning of, such material adverse change, then the Holders shall not be required to pay any of such expenses and shall retain their rights pursuant to Section 2.1 or 2.3, as the case may be. All Selling Expenses shall be borne pro rata by the selling Holders based on the number of Registrable Securities requested to be so registered.

2.5 Registration Procedures. In the case of each registration effected by the Company pursuant to this Section 2, the Company will keep each Holder advised in writing as to

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the initiation of each registration and as to the completion thereof. At its expense, the Company will use its commercially reasonable efforts to:

(a) Keep such registration effective for a period ending on the earlier of the date which is nine (9) months from the effective date of the registration statement or such time as the Holder or Holders have completed the distribution described in the registration statement relating thereto;

(b) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above;

(c) Furnish such number of prospectuses, including any preliminary prospectuses, and other documents incident thereto, including any amendment of or supplement to the prospectus, as a Holder from time to time may reasonably request;

(d) Use its reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdiction as shall be reasonably requested by the Holders; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) Notify each seller of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing, and following such notification promptly prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing;

(f) Provide a transfer agent and registrar for all Registrable Securities registered pursuant to such registration statement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(g) Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed;

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(h) Otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission;

(i) In connection with any underwritten offering pursuant to a registration statement filed pursuant to Section 2.1 hereof, enter into an underwriting agreement in form reasonably necessary to effect the offer and sale of Common Stock, provided such underwriting agreement contains reasonable and customary provisions, and provided further, that each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement; and

(j) Use its reasonable best efforts to furnish, at the request of any Holder requesting registration of Registrable Securities pursuant to this Section 2, on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a registration pursuant to this Section 2, if such securities are being sold through underwriters, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters and (ii) a letter dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters.

## 2.6 Indemnification.

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, each of its officers, directors and partners, legal counsel, investment advisers and accountants and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration, qualification, or compliance has been effected pursuant to this Section 2, and each underwriter, if any, and each person who controls within the meaning of Section 15 of the Securities Act any underwriter, against all expenses, claims, losses, damages, and liabilities (or actions, proceedings, or settlements in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any prospectus, offering circular, or other document (including any related registration statement, notification, or the like) incident to any such registration, qualification, or compliance; (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; or (iii) any violation (or alleged violation) by the Company of the Securities Act, the Exchange Act, any state securities laws or any rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any offering covered by such registration, qualification, or compliance, and the Company will reimburse each such Holder, each of its officers, directors, partners, legal counsel, investment advisers and accountants and each person controlling such Holder, each such underwriter, and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, loss, damage, liability, or action as they are incurred; provided that the Company will not be liable in

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any such case to the extent that any such claim, loss, damage, liability, or action arises out of or is based on any untrue statement or omission based upon written information furnished to the Company by such Holder, any of such Holder's officers, directors, partners, legal counsel, investment advisers or accountants, any person controlling such Holder, such underwriter or any person who controls any such underwriter and stated to be specifically for use therein; and provided further, that the indemnity agreement contained in this Section 2.6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(b) To the extent permitted by law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification, or compliance is being effected, indemnify and hold harmless the Company, each of its directors, officers, partners, legal counsel, and accountants and each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, each other such Holder, and each of their officers, directors, and partners, and each person controlling such Holder, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any such registration statement, prospectus, offering circular, or other document, or (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such Holders, directors, officers, partners, legal counsel, and accountants, persons, underwriters, or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, or action as they are incurred, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Company by such Holder and stated to be specifically for use therein; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages, or liabilities (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided that in no event shall any indemnity under this Section 2.6 exceed the net proceeds from the offering received by such Holder.

(c) Each party entitled to indemnification under this Section 2.6 (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of such claim or any litigation resulting therefrom; provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at such party's expense; provided further, however, that an

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Indemnified Party (together with all other Indemnified Parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the Indemnifying Party, if representation of such Indemnified Party by the counsel retained by the Indemnifying Party would be inappropriate due to actual or potential differing interests between such Indemnified Party and any other party represented by such counsel in such proceeding; and provided further, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 2.6, to the extent such failure is not prejudicial. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) If the indemnification provided for in this Section 2.6 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage, or expense referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations; provided, however, that no contribution by any Holder, when combined with any amounts paid by such Holder pursuant to Section 2.6(b), shall exceed the net proceeds from the offering received by such Holder. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

2.7 Information by Holder. Each Holder of Registrable Securities shall furnish to the Company such information regarding such Holder and the distribution proposed by such Holder as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration, qualification, or compliance referred to in this Section 2.

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## 2.8 Restrictions on Transfer.

(a) The holder of each certificate representing Registrable Securities by acceptance thereof agrees to comply in all respects with the provisions of this Section 2.8. Each Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Restricted Securities, or any beneficial interest therein, unless and until (x) the transferee thereof has agreed in writing for the benefit of the Company to take and hold such Restricted Securities subject to, and to be bound by, the terms and conditions set forth in this Agreement, including, without limitation, this Section 2.8 and Section 2.10; provided that the Company will not require any transferee of shares pursuant to an effective registration statement or, following the Initial Public Offering, Rule 144, to be bound by the terms of this Agreement, and (y):

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) Such Holder shall have given prior written notice to the Company of such Holder's intention to make such disposition and shall have furnished the Company with a detailed description of the manner and circumstances of the proposed disposition, and, if requested by the Company, such Holder shall have furnished the Company, at such Holder's expense, with (A) an opinion of counsel, reasonably satisfactory to the Company, to the effect that such disposition will not require registration of such Restricted Securities under the Securities Act or (B) a "no action" letter from the Commission to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the Commission that action be taken with respect thereto, whereupon the holder of such Restricted Securities shall be entitled to transfer such Restricted Securities in accordance with the terms of the notice delivered by the Holder to the Company. It is agreed that the Company will not require opinions of counsel or "no action" letters for transactions made pursuant to Rule 144, except in unusual circumstances.

(iii) Notwithstanding the provisions of subsections (a)(i) and (a)(ii) above, no such registration statement or opinion of counsel or "no action" letter shall be necessary for: (A) a transfer by a Holder to any of its Affiliates (including an Affiliated fund managed by the same manager or managing member or general partner or management company or investment adviser or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company or investment adviser, each an "**Affiliated Fund**"); (B) a transfer by a Holder that is a partnership, limited liability company or corporation to a partner, limited partner, retired partner, member, retired member or stockholder of a Holder; (C) a transfer by gift, will or intestate succession of any partner to his or her spouse or to the siblings, lineal descendants or ancestors of such partner or his or her spouse; or (D) the transfer by a Holder exercising its co-sale rights under the Third Amended and Restated Stockholders Agreement by and among the Company, the Investors and the stockholders named therein of even date herewith, as amended, if in each transfer under clauses (A), (B), or (C) the

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prospective transferee agrees in all such instances in writing to be subject to the terms hereof to the same extent as if he or she were an original Holder hereunder.

(b) Each certificate representing Registrable Securities shall (unless otherwise permitted by the provisions of this Agreement) be stamped or otherwise imprinted with a legend substantially similar to the following (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO (1) RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD OF UP TO 180 DAYS IN THE EVENT OF A PUBLIC OFFERING, AS SET FORTH IN AN REGISTRATION RIGHTS AGREEMENT, AND (2) VOTING RESTRICTIONS AS SET FORTH IN A VOTING AGREEMENT AMONG THE COMPANY AND THE ORIGINAL HOLDERS OF THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

The Holders consent to the Company making a notation on its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer established in this Section 2.8.

(c) The first legend referring to federal and state securities laws identified in Section 2.8(b) hereof stamped on a certificate evidencing the Restricted Securities and the stock transfer instructions and record notations with respect to such Restricted Securities shall be removed and the Company shall issue a certificate without such legend to the holder of such Restricted Securities if (i) such securities are registered under the Securities Act; or (ii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a public sale or transfer of such securities may be made without registration under the Securities Act; or (iii) such holder provides the Company with reasonable assurances, which may, at the option of the Company, include an opinion of counsel reasonably satisfactory to the Company, that such securities can be sold pursuant to Rule 144 under the Securities Act without volume or manner of sale restrictions.

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2.9 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Restricted Securities to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(a) Make and keep adequate current public information regarding the Company available as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) File with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements; and

(c) So long as a Holder owns any Restricted Securities, furnish to the Holder forthwith upon written request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time from and after ninety (90) days following the effective date of the first registration statement filed by the Company for an offering of its securities to the general public), and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as a Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a Holder to sell any such securities without registration.

2.10 Market Stand-Off Agreement. If requested by the Company and an underwriter of Common Stock (or other securities) of the Company, each Stockholder hereby agrees that such Stockholder shall not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, of any Common Stock (or other securities) of the Company held by such Stockholder immediately before the effective date of the Company's Initial Public Offering (other than those included in the registration) during the one hundred eighty (180) day period (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto) following the effective date of the Company's Initial Public Offering; provided that all of the directors and officers of the Company and one percent (1%) stockholders of the Company agree to the same terms; provided, further that if the Company or the underwriters waive or shorten the lock-up period for any of the Company's officers, directors or stockholders, then the lock-up for each Stockholder will be identically waived or shortened. The obligations described in this Section 2.10 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. The provisions of this Section 2.10 shall not apply to shares of Common Stock acquired in the Initial Public Offering or in the open market following the Initial

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Public Offering. The Company may impose stop-transfer instructions and may stamp each such certificate with the second legend set forth in Section 2.8(b) hereof with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day period (or such other applicable period). Each Stockholder agrees to execute a market standoff agreement with said underwriters in customary form consistent with the provisions of this Section 2.10.

2.11 Delay of Registration. No Holder shall have any right to take any action to restrain, enjoin, or otherwise delay any registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.12 Transfer or Assignment of Registration Rights. The rights to cause the Company to register securities granted to a Holder by the Company under this Section 2 may be transferred or assigned by a Holder only to: (a) an Affiliate of a Holder (including an Affiliated Fund or entity) or a subsidiary, parent, partner, limited partner, retired partner, member, retired member or stockholder of a Holder; or (b) a Holder's family member or trust for the benefit of an individual Holder or Holder's family member; provided that (i) any such transfer or assignment of Registrable Securities is effected in accordance with the terms of Section 2.8 hereof, and applicable securities laws; (ii) the Company is given written notice prior to said transfer or assignment, stating the name and address of the transferee or assignee and identifying the securities with respect to which such registration rights are intended to be transferred or assigned; (iii) the transferee or assignee of such rights assumes in writing the obligations of such Holder under this Agreement, including without limitation the obligations set forth in Section 2.10; (iv) any such transferee is not engaged in direct competition with the Company as reasonably determined by the Board of Directors; and (v) immediately after such transfer or assignment, the future disposition of the transferred or assigned Registrable Securities by such transferee or assignee shall be restricted under the Securities Act.

2.13 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders holding a majority of the Registrable Securities, enter into any agreement with any holder or prospective holder of any securities of the Company giving such holder or prospective holder any registration rights unless, under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the number or Registrable Securities of Holders that are included.

2.14 Termination of Registration Rights. The right of any Holder to request registration or inclusion in any registration pursuant to Section 2.1, 2.2 or 2.3 shall terminate on the earlier of (i) the date on which such Holder holds no Registrable Securities; (ii) five (5) years after the closing of the Company's Initial Public Offering; and (iii) such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation during a three (3)-month period without registration and without the requirement for the Company to be in compliance with the current public information required under Rule 144(c)(1).

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3. Miscellaneous.

3.1 Amendment. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the holders of at least a majority of the shares of Common Stock (excluding any of such shares that have been sold to the public or pursuant to Rule 144). Notwithstanding the foregoing, this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, termination, or waiver applies to all Investors in the same fashion. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon each holder and each future holder of all such securities of holder. Each holder acknowledges that by the operation of this paragraph, the holders holding at least a majority of the shares of Common Stock (excluding any of such shares that have been sold to the public or pursuant to Rule 144) will have the right and power to diminish or eliminate all rights of such holder under this Agreement, but only in a manner effecting all such holders equally and subject in each case to the limitations set forth herein.

3.2 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand or by messenger addressed; provided, that with respect to HBM, only a nationally recognized overnight courier shall be used to effectuate the delivery of any notices pursuant to this Section 3.2:

(a) if to an Investor, only at the Investor's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof;

(b) if to the Company, one copy should be sent to:

Y-mAbs Therapeutics, Inc.  
750 Third Avenue  
9th Floor  
New York, NY 10017  
Tel. (212) 847-9841  
Facsimile:  
E-mail: gadt@me.com  
Attention: President

With a copy to:

Satterlee Stephens LLP  
230 Park Avenue  
New York, NY 10169  
Facsimile: 212-818-9606  
E-mail: dkinsey@ssbb.com  
Attention: Dwight A. Kinsey, Esq..

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Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid or, if sent by facsimile, upon confirmation of facsimile transfer or, if sent by electronic mail, upon confirmation of delivery when directed to the electronic mail address set forth on the Schedule of Investors.

3.3 Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of New York, without regard to principles of conflicts of law.

3.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto and shall inure to the benefit of and be enforceable by each person who shall be a holder of Registrable Securities from time to time; provided, however, that prior to the receipt by the Company of adequate written notice of the transfer of any Registrable Securities specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such shares in its records as the absolute owner and holder of such shares for all purposes, including the payment of dividends or any redemption price. The rights of any Investor under this Agreement may be assigned, in whole or in part, to any Affiliate of such Investor in connection with a transfer of such Investor's Registrable Securities by such Investor to such Affiliate.

3.5 Entire Agreement; Rescission of Prior Agreement. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and supersedes all prior written or oral agreements and understandings relating to such subject matter. No party hereto shall be liable or bound to any other party in any manner with regard to the subjects hereof by any warranties, representations or covenants except as specifically set forth herein.

3.6 Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

3.7 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this

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Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

3.8 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

3.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

3.10 Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, including PDF email transmission. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

3.11 Further Assurances. Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

3.12 Affiliated Funds or Aggregation of Stock. All shares of Common Stock and Preferred Stock held or acquired by Affiliated Funds or Affiliated entities or persons or entities under common investment management or control shall be aggregated together for the purpose of determining the availability of any rights or obligations under this Agreement. Additionally, for any Holder that is a partnership, corporation or limited liability company, the general partner, limited partners, retired partners, shareholders, members, retired members and Affiliates of such Holder, or the members or retired members of the foregoing, as applicable, or the estates, beneficiaries and family members of any such general partner, limited partners, retired partners, shareholders, members, and retired members and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "Holder," and any pro rata reductions pursuant to Section 2.1 or 2.3 with respect to such Holder shall be based upon the aggregate amount of Registrable Securities owned by all entities and individuals included in such "Holder," as defined in this Section 3.12.

3.13 Acknowledgment. The Company acknowledges that the Investors and their respective Affiliates currently may be invested in, may invest in or may consider investments in public and private companies, including, without limitation, companies that may compete either directly or indirectly with the Company, and that the execution of this Agreement, the terms hereof and the access to the Company's confidential information hereunder shall in no way be construed to prohibit or restrict the Investors or their respective Affiliates, as the case may be, from maintaining, making or considering such investments or

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from otherwise operating in the ordinary course of business. Further, the Company understands and acknowledges that the use by the Investors or their respective Affiliates, as the case may be, in connection with evaluating investment opportunities, trading securities in the public markets and participating in private investment transactions of any knowledge, experience and know-how that (a) comprises or is based on confidential information of the Company received by the Investors or their respective Affiliates, as the case may be, pursuant to this Agreement, and (b) is retained in the memory of any authorized representative of the Investors or their respective Affiliates, as the case may be, after having access to such confidential information (so long as it was not intentionally retained for the purpose of breaching this Agreement) shall not be a breach of hereof.

*[Remainder of Page Intentionally Left Blank]*

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IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement effective as of the day and year first above written.

**COMPANY:**

**Y-mAbs Therapeutics, Inc.**

By: \_\_\_\_\_

Name: Thomas Gad

Title: Founder, Chairman and President

*[Signature Page to Registration Rights Agreement]*

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IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement effective as of the day and year first above written.

**INVESTORS:**

**HBM Healthcare Investments (Cayman) Ltd.**

By: \_\_\_\_\_

Name:

Title:

**ANDONY LLC**

By: \_\_\_\_\_

Name: Andres Soriano

Title: Manager

*[Signature Page to Registration Rights Agreement]*

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**AANDAHL A/S**

By: \_\_\_\_\_

Name: Peter Aandahl

Title: Manager

**ANSCOR INTERNATIONAL INC.**

By: \_\_\_\_\_

Name: William Ottiger

Title: Chief Executive Officer

**ATLANTIC INVEST A/S**

By: \_\_\_\_\_

Name: Christian Levin

Title: Chief Executive Officer

**CM HOLDING 2015 APS**

By: \_\_\_\_\_

Name: Claus Juan Møller-San Pedro

Title: Chief Executive Officer

**CREP APS**

By: \_\_\_\_\_

Name: Peter Heering

Title: Chief Executive Officer

**CSS INVEST APS**

By: \_\_\_\_\_

Name: Sebastian Søderberg

Title: Chief Executive Officer

**THOMAS TORBEN DAM**

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**FOX 2 INVEST APS**

By: \_\_\_\_\_  
Name: Malte Foghsgaard  
Title: Chief Executive Officer

**ICE QUEEN MARITIME CORP.**

By: \_\_\_\_\_  
Name: Ionnis Dragnis  
Title: President

**IVAN SEBASTIAN FERNANDEZ DE MIGUEL GARCIA**

**JOELINE HOLDING APS**

By: \_\_\_\_\_  
Name: Kenneth Hoeg  
Title: Chief Executive Officer

**KAB BIOTECH APS**

By: \_\_\_\_\_  
Name: Kaspar Basse  
Title: Chief Executive Officer

**L. FOGHSGAARD INTERNATIONAL A/S**

By: \_\_\_\_\_  
Name: Malte Foghsgaard  
Title: Chief Executive Officer

**NIKOLAJ KORNUM**

**MEMORIAL SLOAN KETTERING CANCER CENTER**

By: \_\_\_\_\_  
Name: Jason Klein  
Title: Senior Vice President and Chief Investment Officer

**NWW HOLDING APS**

By: \_\_\_\_\_  
Name: Nina Wedell-Wedellsborg  
Title: Chief Executive Officer

**PETER BANG HOLDING APS**

By: \_\_\_\_\_  
Name: Peter Bang  
Title: Chief Executive Officer

**HANS HENRIK PREISLER**

**PREISLER ASSET MANAGEMENT LIMITED**

By: \_\_\_\_\_  
Name: Hans Henrik Preisler  
Title: Chief Executive Officer

**SCHIEDER HOLDING APS**

By: \_\_\_\_\_  
Name: Ole Kristoffersen  
Title: Chief Executive Officer

**SEBC HOLDING APS**

By: \_\_\_\_\_  
Name: Eigild Bødger Christensen  
Title: Chief Executive Officer

**SM HOLDING AFL, JUNI 2009 APS**

By: \_\_\_\_\_  
Name: Sven Møller  
Title: Chief Executive Officer

**THE R&H TRUST CO. LTD., AS TRUSTEE OF THE HUCANU TRUST**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**TISØ HOLDING APS**

By: \_\_\_\_\_  
Name: Tim T. Sorensen  
Title: Chief Executive Officer

**TWB HOLDING APS**

By: \_\_\_\_\_  
Name: Teis Werring Bruun  
Title: Chief Executive Officer

**URBANESE APS**

By: \_\_\_\_\_  
Name: Julie Brandt Dam  
Title: Chief Executive Officer

**WECO GROUP A/S**

By: \_\_\_\_\_  
Name: Johan Wedell-Wedellsborg  
Title: Chief Executive Officer

**SPRING STREET PARTNERS, LP**

By: \_\_\_\_\_  
Name: David Liptak  
Title: General Partner

**PABLO LEGORRETA**

**KAB II 2016 ApS**

By: \_\_\_\_\_  
 Name: Kaspar Basse  
 Title: Chief Executive Officer

*[Signature Page to Registration Rights Agreement]*

**Holten Holding ApS**

By: \_\_\_\_\_  
 Name: Nicholaj Kornum  
 Title: Chief Executive Officer

*[Signature Page to Registration Rights Agreement]*

**Marshall Urist****Marshall Urist**

*[Signature Page to Registration Rights Agreement]*

**EXHIBIT A****LIST OF INVESTORS**

<b>Name</b>	<b>Address</b>	<b>Amount of Investment (USD)</b>	<b>No. of Shares</b>
Aandahl A/S	c/o Peter Aandahl Trørødvej 38 2950 Vedbaek Denmark	\$ 181,334	19,394
Andony LLC	c/o Kaplan Fox & Kilsheimer LLP 850 Third Avenue New York, NY 10022 Attn: Jason P. Reska, Esq.	\$ 702,975	75,184
Anscor International Inc.	IQ Healthcare Professional Connection LLC c/o Cirrus Global Inc. 3/F LaFuerza Building II La Fuerza Compound 2241 Don Chino Roces Avenue Makati City 1231 Philippines Attention: William Ottiger, President	\$ 984,166	105,258
Atlantic Invest A/S	Tuborg Havnevej 18 2900 Hellerup Attn: Christian Levin	\$ 1,000,000	106,951
CM Holding 2015 ApS	c/o Claus Juan Møller San-Pedro, M.D., Ph.D. Upsalagade 5, 1. 2100 Copenhagen Ø, Denmark	\$ 400,000	42,780

Crep ApS	Peter Heering c/o Scalepoint Aldersrogade 8 2100 KBHØ Denmark	\$ 300,000	32,085
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CSS Invest ApS	Lyngbakkevej 19 Søllerød 2840 Holte Denmark Attn: Sebastian Søderberg	\$	128,656	13,760
Thomas Torben Dam	Lemchesvej 7 2900 Hellerup Denmark	\$	935,000	100,000
Fox 2Invest ApS	c/o Malte Foghsgaard Skovbrinken 5 2920 Charlottenlund Denmark	\$	100,000	10,695
HBM Healthcare Investments (Cayman) Ltd.	Governors Square Suite #4-212-2 23 Lime Tree Bay Avenue West Bay, Grand Cayman, Cayman Islands Attn: Jean-Marc LeSieur — Managing Director	\$	20,000,000	2,139,037
Ice Queen Maritime Corp.	c/o Ioannis (John) Dragnis Athinas 41 Avenue Vouliagmeni 16671 Athens, Greece	\$	295,000	31,550
Ivan Sebastian Fernandez De Miguel Garcia	Paseo deAlcobendas 14 Chalet 4 Madrid, Spain	\$	1,500,915	160,525
Joeline Holding ApS	c/o Kenneth Hoeg Skovbakken 39 DK-3520 Farum	\$	175,000	18,716
KAB II 2016 ApS	c/o Kaspar Basse Østergade 26A 3 1100 Copenhagen K Denmark	\$	1,000,000	106,951
<hr/>				
L. Foghsgaard International A/S	c/o Malte Fogsgaard Skovbrinken 5 2920 Charlottenlund Denmark	\$	1,065,000	113,903
Nikolaj Kornum	Chemin des Cotes 10 1297 Founex SWITZERLAND	\$	500,000	53,475
Memorial Sloan Kettering Cancer Center	Investment Office 405 Lexington Avenue New York, NY 10174 Attn: Jason Klein	\$	3,000,000	320,855
NWW Holding ApS	c/o Nina Wedell- Wedellsborg Tcorodvej 38 2950 Vedbaek Denmark	\$	181,334	19,394
Peter Bang Holding ApS	c/o Peter Bang Richelieus Alle 8 2960 Hellerup Denmark Attn: Peter Bang	\$	3,782,842	404,582
Hans Henrik Preisler	Haltenriedstrasse 2 6045 Meggen (LU) Switzerland	\$	239,248	25,588
Preisler Asset Management Limited	c/o Hans Henrik Preisler Haltenriedstrasse 2 6045 Maggen (LU) Switzerland	\$	99,044	10,592
Schielder Holding ApS	c/o Ole Kristoffersen Skodsborg Strandvej 300 2942 Skodsborg Denmark	\$	3,100,000	331,550
SEBC Holding ApS	c/o Eigild Bødger Christensen	\$	935,000	100,000

	Råensvej 1 9000 Ålborg Denmark			
SM Holding AFL, Juni 2009 ApS	c/o Sven Møller Vodroffsvej 39 1900 Frederiksberg C Denmark	\$	160,000	17,112
<hr/>				
The R&H Trust Co. Ltd., as the Trustee of the Hucanu Trust	The R&H Trust Co. Ltd. P.O. Box 897 Winward 1 Regatta Office Park Grand Cayman KY1-1103 Cayman Islands	\$	2,000,000	213,903
TISØ Holding ApS	c/o Tim T. Sorensen Sandbjergvej 75c 2950 Vedbaek Denmark	\$	119,409	12,771
TWB Holding ApS	c/o Teis Werring Bruun Amaliegade 15 1256 Copenhagen K Denmark	\$	300,000	32,085
Urbanese ApS	c/o Julie Brandt Dam Lemchesvej 7 2900 Hellerup Denmark	\$	320,000	34,224
Weco Group A/S	Rungsted Strandvej 113 DK 2960 Rungsted Kyst Denmark Attn: Johan Wedell- Wedellsborg	\$	2,195,000	234,759
Spring Street Partners, LP	26 East 63 <sup>rd</sup> Street Apt. #PH New York, NY 10065 Attn: David Liptak	\$	2,000,000	213,903
Pablo Legorreta	Royalty Pharma 110 East 59 <sup>th</sup> Street FL 33 New York, NY 10022	\$	1,950,000	208,556
Holten Holding ApS	c/o Nicholaj Kornum Rolighedsvej 9 Skodsborg 2942 Denmark	\$	250,000	26,737
Marshall Urist	110 East 59 <sup>th</sup> Street Floor 33 New York, NY 10022	\$	50,000	5,347
		\$	<b>49,949,923</b>	<b>5,342,222</b>

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**REGISTRATION RIGHTS AGREEMENT**

**DATED AS OF NOVEMBER 17, 2017**

**BY AND AMONG**

**Y-MABS THERAPEUTICS, INC.,**

**HBM HEALTHCARE INVESTMENTS (CAYMAN) LTD.,**

**SCOPIA HEALTH CARE LLC,**

**SCOPIA HEALTH CARE INTERNATIONAL MASTER FUND LP**

**AND**

**SOFINNOVA VENTURE PARTNERS X, L.P.**

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Exhibit A — List of Investors

**Y-MABS THERAPEUTICS, INC.**

**REGISTRATION RIGHTS AGREEMENT**

This Registration Rights Agreement (this “**Agreement**”) is made as of November 17, 2017, by and among Y-mAbs Therapeutics, Inc., a Delaware corporation (the “**Company**”), HBM Healthcare Investments (Cayman) Ltd., a Cayman Islands exempt company (“**HBM**”), Scopia Health Care LLC, a Delaware limited liability company (“**Scopia LLC**”), Scopia Health Care International Master Fund LP, a Bermuda limited partnership (“**Scopia**

**LP**) and Sofinova Venture Partners X, L.P., a Delaware limited partnership ("**Sofinnova**"). HBM, Scopia LLC, Scopia LP and Sofinnova are also sometimes collectively referred to herein as the "**Investors**" and individually as an "**Investor**". The Investors are also sometimes collectively referred to herein as the "**Stockholders**" and individually as a "**Stockholder**." Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings ascribed to them in Section 1.

## RECITALS

**WHEREAS**, the Company and the Investors are parties to certain Securities Purchase Agreement dated of even date herewith (the "**Securities Purchase Agreement**"), pursuant to which the Investors are purchasing certain shares of Common Stock of the Company; and

**WHEREAS**, in connection with the consummation of the transactions contemplated by the Securities Purchase Agreement, and pursuant to the terms of the Securities Purchase Agreement, the parties hereto desire to enter into this Agreement in order to grant certain registration rights to the Investors as set forth below.

**NOW, THEREFORE**: In consideration of the mutual promises and covenants set forth herein, and other consideration, the receipt of and adequacy of which is hereby acknowledged, the parties hereto further agree as follows:

1. Definitions.

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

**"Affiliate"** means, with respect to any person, any other person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person, including any partner, member, stockholder or other equity holder of such person or manager, director, officer or employee of such person. For purposes of this definition, "control," when used with respect to any specified person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

**"Agreement"** shall have the meaning set forth in the preamble.

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**"Board of Directors"** means the board of directors of the Company.

**"Certificate of Incorporation"** means the Certificate of Incorporation of the Company as filed on April 30, 2015, as amended by that certain Certificate of Amendment of Certificate of Incorporation, as filed on June 3, 2015, and as further amended by that certain Certificate of Amendment of Certificate of Incorporation as filed on July 10, 2017, with the Secretary of State of the State of Delaware, and as amended, modified, supplemented or restated from time to time.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Commission"** shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act (as defined herein).

**"Common Stock"** means the Company's Common Stock, \$.0001 par value per share.

**"Company"** shall have the meaning set forth in the preamble.

**"Control"** (including its correlative meanings, "**controlled by**," "**controlling**" and "**under common control with**") shall mean possesses directly or indirectly through one or more intermediaries, of power to direct or cause the direction of management and policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

**"Exchange Act"** shall mean the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

**"Holder"** shall mean (i) any Investor that holds Registrable Securities (as defined herein), (ii) any holder of Registrable Securities to whom the registration rights conferred by this Agreement have been duly and validly transferred in accordance with Section 2.12 of this Agreement.

**"Indemnified Party"** shall have the meaning set forth in Section 2.6(c) hereof

**"Indemnifying Party"** shall have the meaning set forth in Section 2.6(c) hereof

**"Initial Public Offering"** shall mean the closing of the Company's first firm commitment underwritten public offering of the Company's Common Stock registered under the Securities Act

**"Initiating Holders"** shall mean any Holder or Holders who in the aggregate hold not less than a majority of the outstanding Registrable Securities, provided that for purposes of Section 2.3 the term "Initiating Holders" shall mean any Holder or Holders requesting registration under such Section.

**"Investor and Investors"** shall have the meanings set forth in the preamble.

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“**Key Employee**” means any executive-level employee (including division director and vice president-level positions) as well as any employee who, either alone or in concert with others, develops, invents, programs, or designs any Company Intellectual Property (as defined in the Securities Purchase Agreement) and any individual designated as a “Key Employee” by a majority of the Board of Directors.

“**Major Investor**” means each Investor holding at least one percent (1.0%) of the Company’s Common Stock on a fully diluted basis.

“**Preferred Holders**” shall mean any holder of Preferred Stock.

“**Preferred Stock**” means the preferred stock, par value \$0.0001 per share, of the Company as may be established by the Board and having the rights, privileges, preference, duties, liabilities and obligations specified with respect thereto as may be set forth in the Certificate of Incorporation as amended, or as may be set forth in a Certificate of Designations, filed with the Secretary of State of the State of Delaware, and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or similar reorganization.

“**SEC**” means the United States Securities and Exchange Commission.

“**Securities Purchase Agreement**” shall have the meaning set forth in the recitals.

“**Registrable Securities**” shall mean (i) any shares of Common Stock beneficially owned by the Investors, and (ii) any shares of Common Stock issued or issuable with respect to any shares described in subsection (i) above by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event with respect to the Common Stock (it being understood that, for purposes of this Agreement, a person shall be deemed to be a Holder of Registrable Securities whenever such person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected; provided, however, that Registrable Securities shall not include any shares of Common Stock described above which have previously been registered or which have been sold to the public either pursuant to a registration statement or Rule 144, or which have been sold in a private transaction in which the transferor’s rights under this Agreement are not validly assigned in accordance with this Agreement.

The terms “**register**,” “**registered**” and “**registration**” shall refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration or ordering of the effectiveness of such registration statement.

“**Registration Expenses**” shall mean all expenses incurred by the Company in effecting any registration pursuant to this Agreement, including, without limitation, all registration, qualification, and filing fees, printing expenses, accounting fees, escrow fees, fees and disbursements of counsel for the Company, fees and disbursements of one special counsel

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for the Holders (selected by a majority-in-interest of the Holders), blue sky fees and expenses, and expenses of any regular or special audits incident to or required by any such registration, but shall not include Selling Expenses, fees and disbursements of other counsel for the Holders and the compensation of regular employees of the Company, which shall be paid in any event by the Company.

“**Restricted Securities**” shall mean any Registrable Securities required to bear the first legend set forth in Section 2.8(b) hereof.

“**Rule 144**” shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 145**” shall mean Rule 145 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 415**” shall mean Rule 415 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 501**” shall mean Rule 501 of Regulation D promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 506**” shall mean Rule 506 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Securities Act**” shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

“**Selling Expenses**” shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for any Holder (other than the fees and disbursements of one special counsel to the Holders not to exceed \$50,000 included in Registration Expenses).

“**Shares**” shall mean (i) the Company’s Preferred Stock, (ii) the Company’s Common Stock and (iii) any securities issued with respect to the foregoing upon any stock split, stock dividend, recapitalization, or similar event or upon any conversion.

“**Stockholder**” and “**Stockholders**” shall have the meanings set forth in the preamble.

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2. Registration Rights; Restrictions on Transfer.

2.1 Demand Registration.

(a) Request for Registration. Subject to the conditions set forth in this Section 2.1, if the Company shall receive from Initiating Holders a written request signed by such Initiating Holders that the Company effect any registration of the Registrable Securities of the Company at an aggregate offering price to the public (net of underwriting discounts and commissions) of not less than Ten Million Dollars (\$10,000,000) (such request shall state the number of shares of Registrable Securities requested to be disposed of by such Initiating Holders), the Company will:

(i) promptly give written notice of the proposed registration to all other Holders; and

(ii) as soon as practicable, file and use its commercially reasonable efforts to effect such registration (including, without limitation, filing post-effective amendments, appropriate qualifications under applicable blue sky or other state securities laws, and appropriate compliance with the Securities Act) and to permit or facilitate the sale and distribution of all or such portion of such Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any Holder or Holders joining in such request as are specified in a written request received by the Company within twenty (20) days after such written notice from the Company is mailed or delivered; provided that unless a registration pursuant to this Section 2.1 is the Company's Initial Public Offering, the Company also shall use its reasonable best efforts to file the registration statement within ninety (90) days of the receipt of the request from the Initiating Holders.

(b) Limitations on Requested Registration. The Company shall not be obligated to effect, or to take any action to effect, any such registration pursuant to this Section 2.1:

(i) Prior to the earlier of (A) the four (4) year anniversary of the date of this Agreement or (B) six (6) months following the effective date of the Company's Initial Public Offering;

(ii) In any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification, or compliance, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(iii) After the Company has initiated two (2) such registrations pursuant to this Section 2.1 (counting for these purposes only (1) registrations where at least 75% of the Registrable Securities requested to be registered are in

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fact registered and which have been declared or ordered effective and pursuant to which securities have been sold, and (2) registrations that closed, or were withdrawn at the request of the Holders (other than as a result of a material adverse change to the Company)); or

(iv) During the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of filing of, and ending on a date ninety (90) days (or in the case of the Company's Initial Public Offering, one hundred eighty (180) days) after the effective date of, a Company-initiated registration (other than a registration relating solely to employee benefit plans); provided that (A) the Company is actively employing in good faith best efforts to cause such registration statement to become effective and, (B) with respect to any request for registration pursuant to Section 2.1(a) received prior the date of filing of such Company-initiated registration, the Company shall have delivered written notice to the holders of Registrable Securities of its intent to file such registration within thirty (30) days after its receipt of such request.

(c) Deferral. If (i) in the good faith judgment of the Board of Directors, the filing of a registration statement covering the Registrable Securities would be materially detrimental to the Company and the Board of Directors concludes, as a result, that it is in the best interests of the Company to defer the filing of such registration statement at such time, and (ii) the Company shall furnish to such Holders a certificate signed by the President of the Company stating that in the good faith judgment of the Board of Directors, it would be materially detrimental to the Company for such registration statement to be filed in the near future and that it is, therefore, in the best interests of the Company to defer the filing of such registration statement, then (in addition to the limitations set forth in Section 2.1(b)(iv) above) the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders, and, provided further, that the Company shall not defer its obligation in this manner more than twice in any twelve (12)-month period.

(d) Underwriting. If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.1 and the Company shall include such information in the written notice referred to in subsection 2.1(a)(i). In such event, the right of any Holder to include all or any portion of its Registrable Securities in a registration pursuant to this Section 2.1 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities to the extent provided herein. If the Company shall request inclusion in any registration pursuant to this Section 2.1 of securities being sold for its own account, or if other persons shall request inclusion in any registration pursuant to this Section 2.1, the Initiating Holders shall, on behalf of all Holders, offer to include such securities in the underwriting and such offer shall be conditioned upon the participation of the Company or such other persons in such underwriting and the inclusion of the Company's and such person's other securities of the Company and their acceptance of the further applicable provisions of this Section 2 (including Section 2.10). The Company shall (together with all Holders proposing to distribute their securities

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through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected for such underwriting by the majority-in-interest of the Initiating Holders, which underwriters shall be reasonably acceptable to the Company.

Notwithstanding any other provision of this Section 2.1, if the underwriters advise the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, the number of Registrable Securities that may be so included shall be apportioned pro rata among the selling Holders based on the number of Registrable Securities held by all selling Holders or in such other proportions as shall mutually be agreed to by all such selling Holders. In no event shall Registrable Securities be excluded from such registration unless all other stockholders' securities and securities for the account of the Company have been first excluded.

If a person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such person shall be excluded therefrom by written notice from the Company, the underwriter or the Initiating Holders. The securities so excluded shall also be withdrawn from registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall also be withdrawn from such registration. If shares are so withdrawn from the registration and if the number of shares to be included in such registration was previously reduced as a result of marketing factors pursuant to this Section 2.1(d), then the Company shall then offer to all Holders who have retained rights to include securities in the registration the right to include additional Registrable Securities in the registration in an aggregate amount equal to the number of shares so withdrawn, with such shares to be allocated among such Holders requesting additional inclusion, as set forth above.

## 2.2 Piggyback Registration.

(a) **Piggyback Registration.** If the Company shall determine to register any of its securities either for its own account or the account of a security holder or holders, other than a registration pursuant to Section 2.1 or 2.3, a registration relating solely to employee benefit plans, a registration relating to the offer and sale of debt securities, a registration relating to a corporate reorganization or other Rule 145 transaction, or a registration on any registration form that does not permit secondary sales, the Company will:

- (i) promptly give written notice of the proposed registration to all Holders; and
- (ii) use its commercially reasonable efforts to include in such registration (and any related qualification under blue sky laws or other compliance), except as set forth in Section 2.2(b) below, and in any underwriting involved therein, all of such Registrable Securities as are specified in a written request or requests made by any Holder or Holders received by the Company within twenty (20) days after such written notice from the Company is mailed or delivered. Such written request may specify all or a part of a Holder's Registrable Securities.

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(b) **Underwriting.** If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company shall so advise the Holders as a part of the written notice given pursuant to Section 2.2(a)(i). In such event, the right of any Holder to registration pursuant to this Section 2.2 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company and the other holders of securities of the Company with registration rights to participate therein distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected by the Company.

Notwithstanding any other provision of this Section 2.2, if the underwriters advise the Company in writing that marketing factors require a limitation on the number of shares to be underwritten, the underwriters may (subject to the limitations set forth below) limit the number of Registrable Securities to be included in the registration and underwriting. In no event shall any Registrable Securities be excluded from such registration and underwriting unless all other stockholders' securities have been first excluded. In the event that the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such registration and underwriting, then the Registrable Securities that are included in such registration and underwriting shall be apportioned pro rata among the selling Holders based on the number of Registrable Securities held by all selling Holders or in such other proportions as shall mutually be agreed to by all such selling Holders. Notwithstanding the foregoing, in no event shall the amount of securities of the selling Holders included in the registration and underwriting be reduced below twenty-five percent (25%) of the total amount of securities requested to be included in such registration and underwriting, unless such registration is the Company's Initial Public Offering, in which case the selling Holders may be excluded if the underwriters make the determination described above.

If a person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such person shall also be excluded therefrom by written notice from the Company or the underwriter. The securities so excluded shall also be withdrawn from such registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall be withdrawn from such registration.

(c) **Right to Terminate Registration.** The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration.

## 2.3 Registration on Form S-3.

(a) **Request for Form S-3 Registration.** If the Company is then qualified for the use of Form S-3, in addition to the rights contained in the foregoing provisions of this Section 2 and subject to the conditions set forth in this Section 2.3, and shall receive from Initiating Holders a written request signed by such Initiating Holder(s) that the Company effect any registration on Form S-3 or any similar short form

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registration statement with respect to all or part of the Registrable Securities (such request shall state the number of shares of Registrable Securities requested to be disposed of and the intended methods of disposition of such shares by such Holder or Holders), the Company will take all such actions with respect to such Registrable Securities as required by Section 2.1(a)(i) and (ii); provided that in the case of a registration pursuant to this Section 2.3, the Company also shall use its reasonable best efforts to file the registration statement within ninety (90) days of the receipt of the request from the Initiating Holders.

(b) Limitations on Form S-3 Registration. The Company shall not be obligated to effect, or take any action to effect, any such registration pursuant to this Section 2.3:

(i) In the circumstances described in either Sections 2.1(b)(ii) or 2.1(b)(iv);

(ii) If the Initiating Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) on Form S-3 at an aggregate price to the public (net of any underwriters' discounts and commissions) of less than Ten Million Dollars (\$10,000,000); or

(iii) If, in a given twelve (12)-month period, the Company has effected two (2) such registrations in such period that have been declared effective by the SEC.

(c) Deferral. The provisions of Section 2.1(c) shall apply to any registration pursuant to this Section 2.3.

(d) Underwriting. If the Initiating Holders requesting registration under this Section 2.3 intend to distribute the Registrable Securities covered by their request by means of an underwriting, the provisions of Sections 2.1(d) shall apply to such registration. Notwithstanding anything contained herein to the contrary, registrations effected pursuant to this Section 2.3 shall not be counted as requests for registration or registrations effected pursuant to Section 2.1.

2.4 Expenses of Registration. All Registration Expenses incurred in connection with registrations pursuant to Sections 2.1, 2.2 and 2.3 hereof shall be borne by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Sections 2.1 and 2.3 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all participating Holders shall bear such expenses pro rata among each other based on the number of Registrable Securities requested to be so registered), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to a demand registration pursuant to Section 2.1; and provided further, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of, or

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their learning of, such material adverse change, then the Holders shall not be required to pay any of such expenses and shall retain their rights pursuant to Section 2.1 or 2.3, as the case may be. All Selling Expenses shall be borne pro rata by the selling Holders based on the number of Registrable Securities requested to be so registered.

2.5 Registration Procedures. In the case of each registration effected by the Company pursuant to this Section 2, the Company will keep each Holder advised in writing as to the initiation of each registration and as to the completion thereof. At its expense, the Company will use its commercially reasonable efforts to:

(a) Keep such registration effective for a period ending on the earlier of the date which is nine (9) months from the effective date of the registration statement or such time as the Holder or Holders have completed the distribution described in the registration statement relating thereto;

(b) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above;

(c) Furnish such number of prospectuses, including any preliminary prospectuses, and other documents incident thereto, including any amendment of or supplement to the prospectus, as a Holder from time to time may reasonably request;

(d) Use its reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdiction as shall be reasonably requested by the Holders; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) Notify each seller of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing, and following such notification promptly prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing;

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(f) Provide a transfer agent and registrar for all Registrable Securities registered pursuant to such registration statement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(g) Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed;

(h) Otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission;

(i) In connection with any underwritten offering pursuant to a registration statement filed pursuant to Section 2.1 hereof, enter into an underwriting agreement in form reasonably necessary to effect the offer and sale of Common Stock, provided such underwriting agreement contains reasonable and customary provisions, and provided further, that each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement; and

(j) Use its reasonable best efforts to furnish, at the request of any Holder requesting registration of Registrable Securities pursuant to this Section 2, on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a registration pursuant to this Section 2, if such securities are being sold through underwriters, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters and (ii) a letter dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters.

## 2.6 Indemnification.

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, each of its officers, directors and partners, legal counsel, investment advisers and accountants and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration, qualification, or compliance has been effected pursuant to this Section 2, and each underwriter, if any, and each person who controls within the meaning of Section 15 of the Securities Act any underwriter, against all expenses, claims, losses, damages, and liabilities (or actions, proceedings, or settlements in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any prospectus, offering circular, or other document (including any related registration statement, notification, or the like) incident to any such registration, qualification, or compliance; (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; or (iii) any violation (or alleged violation) by the Company of the Securities Act, the Exchange Act, any state securities laws or any

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rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any offering covered by such registration, qualification, or compliance, and the Company will reimburse each such Holder, each of its officers, directors, partners, legal counsel, investment advisers and accountants and each person controlling such Holder, each such underwriter, and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, loss, damage, liability, or action as they are incurred; provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability, or action arises out of or is based on any untrue statement or omission based upon written information furnished to the Company by such Holder, any of such Holder's officers, directors, partners, legal counsel, investment advisers or accountants, any person controlling such Holder, such underwriter or any person who controls any such underwriter and stated to be specifically for use therein; and provided further, that the indemnity agreement contained in this Section 2.6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(b) To the extent permitted by law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification, or compliance is being effected, indemnify and hold harmless the Company, each of its directors, officers, partners, legal counsel, and accountants and each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, each other such Holder, and each of their officers, directors, and partners, and each person controlling such Holder, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any such registration statement, prospectus, offering circular, or other document, or (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such Holders, directors, officers, partners, legal counsel, and accountants, persons, underwriters, or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, or action as they are incurred, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Company by such Holder and stated to be specifically for use therein; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages, or liabilities (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided that in no event shall any indemnity under this Section 2.6 exceed the net proceeds from the offering received by such Holder.

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(c) Each party entitled to indemnification under this Section 2.6 (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of such claim or any litigation resulting therefrom; provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at such party's expense; provided further, however, that an Indemnified Party (together with all other Indemnified Parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the Indemnifying Party, if representation of such Indemnified Party by the counsel retained by the Indemnifying Party would be inappropriate due to actual or potential differing interests between such Indemnified Party and any other party represented by such counsel in such proceeding; and provided further, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 2.6, to the extent such failure is not prejudicial. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) If the indemnification provided for in this Section 2.6 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage, or expense referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations; provided, however, that no contribution by any Holder, when combined with any amounts paid by such Holder pursuant to Section 2.6(b), shall exceed the net proceeds from the offering received by such Holder. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in

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connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

2.7 Information by Holder. Each Holder of Registrable Securities shall furnish to the Company such information regarding such Holder and the distribution proposed by such Holder as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration, qualification, or compliance referred to in this Section 2.

2.8 Restrictions on Transfer.

(a) The holder of each certificate representing Registrable Securities by acceptance thereof agrees to comply in all respects with the provisions of this Section 2.8. Each Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Restricted Securities, or any beneficial interest therein, unless and until (x) the transferee thereof has agreed in writing for the benefit of the Company to take and hold such Restricted Securities subject to, and to be bound by, the terms and conditions set forth in this Agreement, including, without limitation, this Section 2.8 and Section 2.10; provided that the Company will not require any transferee of shares pursuant to an effective registration statement or, following the Initial Public Offering, Rule 144, to be bound by the terms of this Agreement, and (y):

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) Such Holder shall have given prior written notice to the Company of such Holder's intention to make such disposition and shall have furnished the Company with a detailed description of the manner and circumstances of the proposed disposition, and, if requested by the Company, such Holder shall have furnished the Company, at such Holder's expense, with (A) an opinion of counsel, reasonably satisfactory to the Company, to the effect that such disposition will not require registration of such Restricted Securities under the Securities Act or (B) a "no action" letter from the Commission to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the Commission that action be taken with respect thereto, whereupon the holder of such Restricted Securities shall be entitled to transfer such Restricted Securities in accordance with the terms of the notice delivered by the Holder to the Company. It is agreed that the Company will not require opinions of counsel or "no action" letters for transactions made pursuant to Rule 144, except in unusual circumstances.

(iii) Notwithstanding the provisions of subsections (a)(i) and (a)(ii) above, no such registration statement or opinion of counsel or "no action" letter shall be necessary for: (A) a transfer by a Holder to any of its Affiliates (including an Affiliated fund managed by the same manager or managing member or general partner or management company or investment adviser or by an entity

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controlling, controlled by, or under common control with such manager or managing member or general partner or management company or investment adviser, each an "**Affiliated Fund**"); (B) a transfer by a Holder that is a partnership, limited liability company or corporation to a partner, limited partner, retired partner, member, retired member or stockholder of a Holder; (C) a transfer by gift, will or intestate succession of any partner to his or her spouse or to the siblings, lineal descendants or ancestors of such partner or his or her spouse; or (D) the transfer by a Holder exercising its co-sale rights under the Fourth Amended and Restated Stockholders Agreement by and among the Company, the Investors and the stockholders named therein of even date herewith, as amended, if in each transfer under clauses (A), (B), or (C) the prospective transferee agrees in all such instances in writing to be subject to the terms hereof to the same extent as if he or she were an original Holder hereunder.

(b) Each certificate representing Registrable Securities shall (unless otherwise permitted by the provisions of this Agreement) be stamped or otherwise imprinted with a legend substantially similar to the following (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD OF UP TO 180 DAYS IN THE EVENT OF A PUBLIC OFFERING AS SET FORTH IN AN REGISTRATION RIGHTS AGREEMENT AMONG THE COMPANY AND THE ORIGINAL HOLDERS OF THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

The Holders consent to the Company making a notation on its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer established in this Section 2.8.

(c) The first legend referring to federal and state securities laws identified in Section 2.8(b) hereof stamped on a certificate evidencing the Restricted

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Securities and the stock transfer instructions and record notations with respect to such Restricted Securities shall be removed and the Company shall issue a certificate without such legend to the holder of such Restricted Securities if (i) such securities are registered under the Securities Act; or (ii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a public sale or transfer of such securities may be made without registration under the Securities Act; or (iii) such holder provides the Company with reasonable assurances, which may, at the option of the Company, include an opinion of counsel reasonably satisfactory to the Company, that such securities can be sold pursuant to Rule 144 under the Securities Act without volume or manner of sale restrictions.

2.9 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Restricted Securities to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(a) Make and keep adequate current public information regarding the Company available as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) File with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements; and

(c) So long as a Holder owns any Restricted Securities, furnish to the Holder forthwith upon written request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time from and after ninety (90) days following the effective date of the first registration statement filed by the Company for an offering of its securities to the general public), and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as a Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a Holder to sell any such securities without registration.

2.10 Market Stand-Off Agreement. If requested by the Company and an underwriter of Common Stock (or other securities) of the Company, each Stockholder hereby agrees that such Stockholder shall not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, of any Common Stock (or other securities) of the Company held by such Stockholder immediately before the effective date of the Company's Initial Public Offering (other than those included in the registration) during the one hundred eighty (180) day period (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports and (2) analyst recommendations and opinions, including, but not limited to, the restrictions

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contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto) following the effective date of the Company's Initial Public Offering; provided that all of the directors and officers of the Company and one percent (1%) stockholders of the Company agree to the same terms; provided, further that if the Company or the underwriters waive or shorten the lock-up period for any of the Company's officers, directors or stockholders, then the lock-up for each Stockholder will be identically waived or shortened. The obligations described in this Section 2.10 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. The provisions of this Section 2.10 shall not apply to shares of Common Stock acquired in the Initial Public Offering or in the open market following the Initial Public Offering. The Company may impose stop-transfer instructions and may stamp each such certificate with the second legend set forth in Section 2.8(b) hereof with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day period (or such other applicable period). Each Stockholder agrees to execute a market standoff agreement with said underwriters in customary form consistent with the provisions of this Section 2.10.

2.11 Delay of Registration. No Holder shall have any right to take any action to restrain, enjoin, or otherwise delay any registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.12 Transfer or Assignment of Registration Rights. The rights to cause the Company to register securities granted to a Holder by the Company under this Section 2 may be transferred or assigned by a Holder only to: (a) an Affiliate of a Holder (including an Affiliated Fund or entity) or a subsidiary, parent, partner, limited partner, retired partner, member, retired member or stockholder of a Holder; or (b) a Holder's family member or trust for the benefit of an individual Holder or Holder's family member; provided that (i) any such transfer or assignment of Registrable Securities is effected in accordance with the terms of Section 2.8 hereof, and applicable securities laws; (ii) the Company is given written notice prior to said transfer or assignment, stating the name and address of the transferee or assignee and identifying the securities with respect to which such registration rights are intended to be transferred or assigned; (iii) the transferee or assignee of such rights assumes in writing the obligations of such Holder under this Agreement, including without limitation the obligations set forth in Section 2.10; (iv) any such transferee is not engaged in direct competition with the Company as reasonably determined by the Board of Directors; and (v) immediately after such transfer or assignment, the future disposition of the transferred or assigned Registrable Securities by such transferee or assignee shall be restricted under the Securities Act.

2.13 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders holding a majority of the Registrable Securities, enter into any agreement with any Holder or prospective Holder of any securities of the Company giving such Holder or prospective Holder any registration rights unless, under the terms of such agreement, such Holder or prospective Holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the number or Registrable Securities of Holders that are included.

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2.14 Termination of Registration Rights. The right of any Holder to request registration or inclusion in any registration pursuant to Section 2.1, 2.2 or 2.3 shall terminate on the earlier of (i) the date on which such Holder holds no Registrable Securities; (ii) five (5) years after the closing of the Company's Initial Public Offering; and (iii) such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation during a three (3)-month period without registration and without the requirement for the Company to be in compliance with the current public information required under Rule 144(c)(1).

3. Miscellaneous.

3.1 Amendment. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the holders of at least a majority of the shares of Common Stock (excluding any of such shares that have been sold to the public or pursuant to Rule 144). Notwithstanding the foregoing, this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, termination, or waiver applies to all holders of shares of Common Stock in the same fashion. In addition, any amendment to this Agreement which may have a disproportionately adverse effect on any Holder (in relation to any other Holder of Common Stock) will require the prior written consent of such Holder. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon each Holder and each future Holder of all such securities of Holder. Each Holder acknowledges that by the operation of this paragraph, the holders holding at least a majority of the shares of Common Stock (excluding any of such shares that have been sold to the public or pursuant to Rule 144) will have the right and power to diminish or eliminate all rights of such Holder under this Agreement, but only in a manner effecting all such holders equally and subject in each case to the limitations set forth herein.

3.2 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand or by messenger addressed; provided, that with respect to Scopia, Sofinnova and HBM, only a nationally recognized overnight courier shall be used to effectuate the delivery of any notices pursuant to this Section 3.2:

(a) if to an Investor, only at the Investor's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof;

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(b) if to the Company, one copy should be sent to:

Y-mAbs Therapeutics, Inc.  
750 Third Avenue  
9th Floor  
New York, NY 10017  
Tel. (212) 847-9841  
Facsimile:  
E-mail: gadt@me.com  
Attention: President

With a copy to:

Satterlee Stephens LLP  
230 Park Avenue  
New York, NY 10169  
Facsimile: 212-818-9606  
E-mail: dkinsey@ssbb.com  
Attention: Dwight A. Kinsey, Esq.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid or, if sent by facsimile, upon confirmation of facsimile transfer or, if sent by electronic mail, upon confirmation of delivery when directed to the electronic mail address set forth on the Schedule of Investors.

3.3 Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of New York, without regard to principles of conflicts of law.

3.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto and shall inure to the benefit of and be enforceable by each person who shall be a Holder of Registrable Securities from time to time; provided, however, that prior to the receipt by the Company of adequate written notice of the transfer of any Registrable Securities specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such shares in its records as the absolute owner and holder of such shares for all purposes, including the payment of dividends or any redemption price. The rights of any Investor under this Agreement may be assigned, in whole or in part, to any Affiliate of such Investor in connection with a transfer of such Investor's Registrable Securities by such Investor to such Affiliate.

3.5 Entire Agreement; Rescission of Prior Agreement. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and supersedes all prior written or oral agreements and understandings relating to such subject matter. No party hereto shall be liable or bound to any

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other party in any manner with regard to the subjects hereof by any warranties, representations or covenants except as specifically set forth herein.

3.6 Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

3.7 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

3.8 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

3.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

3.10 Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, including PDF email transmission. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

3.11 Further Assurances. Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

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3.12 Affiliated Funds or Aggregation of Stock. All shares of Common Stock and Preferred Stock held or acquired by Affiliated Funds or Affiliated entities or persons or entities under common investment management or control shall be aggregated together for the purpose of determining the availability of any rights or obligations under this Agreement. Additionally, for any Holder that is a partnership, corporation or limited liability company, the general partner, limited partners, retired partners, shareholders, members, retired members and Affiliates of such Holder, or the members or retired members of the foregoing, as applicable, or the estates, beneficiaries and family members of any such general partner, limited partners, retired partners, shareholders, members, and retired members and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "Holder," and any pro rata reductions pursuant to Section 2.1 or 2.3 with respect to such Holder shall be based upon the aggregate amount of Registrable Securities owned by all entities and individuals included in such "Holder," as defined in this Section 3.12.

3.13 Acknowledgment. The Company acknowledges that the Investors and their respective Affiliates currently may be invested in, may invest in or may consider investments in public and private companies, including, without limitation, companies that may compete either directly or indirectly with the Company, and that the execution of this Agreement, the terms hereof and the access to the Company's confidential information hereunder shall in no way be construed to prohibit or restrict the Investors or their respective Affiliates, as the case may be, from maintaining, making or considering such investments or from otherwise operating in the ordinary course of business. Further, the Company understands and acknowledges that the use by the Investors or their respective Affiliates, as the case may be, in connection with evaluating investment opportunities, trading securities in the public markets and participating in private investment transactions of any knowledge, experience and know-how that (a) comprises or is based on confidential information of the Company received by the Investors or their respective Affiliates, as the case may be, pursuant to this Agreement, and (b) is retained in the memory of any authorized representative of the Investors or their respective Affiliates, as the case may be, after having access to such confidential information (so long as it was not intentionally retained for the purpose of breaching this Agreement) shall not be a breach of hereof.

*[Remainder of Page Intentionally Left Blank]*

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IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement effective as of the day and year first above written.

**COMPANY:****Y-MABS THERAPEUTICS, INC.**

By: \_\_\_\_\_  
 Name: Thomas Gad  
 Title: Founder, Chairman and President

**PURCHASERS:****HBM Healthcare Investments (Cayman) Ltd.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**SCOPIA HEALTH CARE LLC**  
 By: Scopia Capital GP LLC.  
 Its Managing Member

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**SCOPIA HEALTH CARE INTERNATIONAL MASTER FUND LP**  
 By: Scopia Capital GP LLC.  
 Its Managing Member

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**SOFINNOVA VENTURE PARTNERS X, L.P.**  
 By: Sofinnova Management X, L.L.C.  
 its General Partner

By: \_\_\_\_\_  
 Name: James I. Healy  
 Title: Managing Member

*[Signature Page to Registration Rights Agreement]*

**EXHIBIT A****LIST OF INVESTORS**

<b>Name</b>	<b>Address</b>	<b>Amount of Investment (USD)</b>	<b>No. of Shares</b>
Scopia Health Care LLC	152 West 57 <sup>th</sup> Street New York, NY 10019 Attention: Scopia Capital GP LLC — Managing Member	\$ 2,835,000	303,208
Scopia Health Care International Master Fund LP	152 West 57 <sup>th</sup> Street New York, NY 10019 Attention: Scopia Capital GP LLC — Managing Member	\$ 6,165,000	659,358
Sofinnova Venture Partners X, L.P.	300 Sand Hill Road Building 4-Suite 250 Menlo Park, CA 94025 Attention: Hooman ShahLavi, Partner & General Counsel	\$ 15,000,000	1,604,278
HBM Healthcare Investments (Cayman) Ltd.	Governors Square Suite #4-212-2 23 Lime Tree Bay Avenue West Bay, Grand Cayman Cayman Islands Attn: Jean-Marc LeSieur — Managing Director	\$ 3,245,000	347,058

## REGISTRATION RIGHTS AGREEMENT

DATED AS OF NOVEMBER 17, 2017

BY AND AMONG

Y-MABS THERAPEUTICS, INC.,

WECO GROUP A/S,

MARK UNGER

AND

LAMBERTO ANDREOTTI REVOCABLE TRUST

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Exhibit A — List of Investors

Y-MABS THERAPEUTICS, INC.

## REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “**Agreement**”) is made as of November 17, 2017, by and among Y-mAbs Therapeutics, Inc., a Delaware corporation (the “**Company**”), **WECO GROUP A/S**, a Danish Corporation (“**Weco**”), having its principal place of business located at Rungsted Strandvej 113, DK 2960, Rungsted Kyst, Denmark, **MARK UNGER**, residing at 82 Russell Road, Bethany, CT 06524 (“**Unger**”), and **LAMBERTO ANDREOTTI REVOCABLE TRUST** (“**Andreotti**”), having its principal place of business is at 1 West 64<sup>th</sup> Street, Apt. 12A, New York, NY 10023. Weco, Unger and Andreotti are also sometimes collectively referred to herein as the “**Investors**” and individually as an “**Investor**”. The Investors are also

sometimes collectively referred to herein as the “**Stockholders**” and individually as a “**Stockholder.**” Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings ascribed to them in Section 1.

## RECITALS

**WHEREAS**, the Company and the Investors are parties to that certain Securities Purchase Agreement dated of even date herewith (the “**Securities Purchase Agreement**”), pursuant to which the Investors are purchasing certain shares of Common Stock of the Company; and

**WHEREAS**, in connection with the consummation of the transactions contemplated by the Securities Purchase Agreement, and pursuant to the terms of the Securities Purchase Agreement, the parties hereto desire to enter into this Agreement in order to grant certain registration rights to the Investors as set forth below.

**NOW, THEREFORE:** In consideration of the mutual promises and covenants set forth herein, and other consideration, the receipt of and adequacy of which is hereby acknowledged, the parties hereto further agree as follows:

1. Definitions.

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

“**Affiliate**” means, with respect to any person, any other person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person, including any partner, member, stockholder or other equity holder of such person or manager, director, officer or employee of such person. For purposes of this definition, “control,” when used with respect to any specified person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings.

“**Agreement**” shall have the meaning set forth in the preamble.

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“**Board of Directors**” means the board of directors of the Company.

“**Certificate of Incorporation**” means the Certificate of Incorporation of the Company as filed on April 30, 2015, as amended by that certain Certificate of Amendment of Certificate of Incorporation, as filed on June 3, 2015, and as further amended by that certain Certificate of Amendment of Certificate of Incorporation as filed on July 10, 2017, with the Secretary of State of the State of Delaware, and as amended, modified, supplemented or restated from time to time.

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

“**Commission**” shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act (as defined herein).

“**Common Stock**” means the Company’s Common Stock, \$.0001 par value per share.

“**Company**” shall have the meaning set forth in the preamble.

“**Control**” (including its correlative meanings, “**controlled by,**” “**controlling**” and “**under common control with**”) shall mean possesses directly or indirectly through one or more intermediaries, of power to direct or cause the direction of management and policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

“**Holder**” shall mean (i) any Investor that holds Registrable Securities (as defined herein), (ii) any holder of Registrable Securities to whom the registration rights conferred by this Agreement have been duly and validly transferred in accordance with Section 2.12 of this Agreement.

“**Indemnified Party**” shall have the meaning set forth in Section 2.6(c) hereof

“**Indemnifying Party**” shall have the meaning set forth in Section 2.6(c) hereof

“**Initial Public Offering**” shall mean the closing of the Company’s first firm commitment underwritten public offering of the Company’s Common Stock registered under the Securities Act

“**Initiating Holders**” shall mean any Holder or Holders who in the aggregate hold not less than a majority of the outstanding Registrable Securities, provided that for purposes of Section 2.3 the term “Initiating Holders” shall mean any Holder or Holders requesting registration under such Section.

“**Investor and Investors**” shall have the meanings set forth in the preamble.

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“**Key Employee**” means any executive-level employee (including division director and vice president-level positions) as well as any employee who, either alone or in concert with others, develops, invents, programs, or designs any Company Intellectual Property (as defined in the Securities

Purchase Agreement) and any individual designated as a “Key Employee” by a majority of the Board of Directors.

“**Major Investor**” means each Investor holding at least one percent (1.0%) of the Company’s Common Stock on a fully diluted basis.

“**Preferred Holders**” shall mean any holder of Preferred Stock.

“**Preferred Stock**” means the preferred stock, par value \$0.0001 per share, of the Company as may be established by the Board and having the rights, privileges, preference, duties, liabilities and obligations specified with respect thereto as may be set forth in the Certificate of Incorporation as amended, or as may be set forth in a Certificate of Designations, filed with the Secretary of State of the State of Delaware, and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or similar reorganization.

“**Purchase Agreement**” shall have the meaning set forth in the recitals.

“**Registrable Securities**” shall mean (i) any shares of Common Stock beneficially owned by the Investors, and (ii) any shares of Common Stock issued or issuable with respect to any shares described in subsection (i) above by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event with respect to the Common Stock (it being understood that, for purposes of this Agreement, a person shall be deemed to be a Holder of Registrable Securities whenever such person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected; provided, however, that Registrable Securities shall not include any shares of Common Stock described above which have previously been registered or which have been sold to the public either pursuant to a registration statement or Rule 144, or which have been sold in a private transaction in which the transferor’s rights under this Agreement are not validly assigned in accordance with this Agreement.

The terms “**register**,” “**registered**” and “**registration**” shall refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration or ordering of the effectiveness of such registration statement.

“**Registration Expenses**” shall mean all expenses incurred by the Company in effecting any registration pursuant to this Agreement, including, without limitation, all registration, qualification, and filing fees, printing expenses, accounting fees, escrow fees, fees and disbursements of counsel for the Company, fees and disbursements of one special counsel for the Holders (selected by a majority-in-interest of the Holders), blue sky fees and expenses, and expenses of any regular or special audits incident to or required by any such registration, but

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shall not include Selling Expenses, fees and disbursements of other counsel for the Holders and the compensation of regular employees of the Company, which shall be paid in any event by the Company.

“**Restricted Securities**” shall mean any Registrable Securities required to bear the first legend set forth in Section 2.8(b) hereof.

“**Rule 144**” shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 145**” shall mean Rule 145 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 415**” shall mean Rule 415 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 501**” shall mean Rule 501 of Regulation D promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 506**” shall mean Rule 506 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**SEC**” means the United States Securities and Exchange Commission.

“**Securities Act**” shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

“**Securities Purchase Agreement**” shall have the meaning set forth in the Recitals.

“**Selling Expenses**” shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for any Holder (other than the fees and disbursements of one special counsel to the Holders not to exceed \$50,000 included in Registration Expenses).

“**Shares**” shall mean (i) the Company’s Preferred Stock, (ii) the Company’s Common Stock and (iii) any securities issued with respect to the foregoing upon any stock split, stock dividend, recapitalization, or similar event or upon any conversion.

“**Stockholder**” and “**Stockholders**” shall have the meanings set forth in the preamble.

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2. Registration Rights; Restrictions on Transfer.

2.1 Demand Registration.

(a) Request for Registration. Subject to the conditions set forth in this Section 2.1, if the Company shall receive from Initiating Holders a written request signed by such Initiating Holders that the Company effect any registration of the Registrable Securities of the Company at an aggregate offering price to the public (net of underwriting discounts and commissions) of not less than Ten Million Dollars (\$10,000,000) (such request shall state the number of shares of Registrable Securities requested to be disposed of by such Initiating Holders), the Company will:

(i) promptly give written notice of the proposed registration to all other Holders; and

(ii) as soon as practicable, file and use its commercially reasonable efforts to effect such registration (including, without limitation, filing post-effective amendments, appropriate qualifications under applicable blue sky or other state securities laws, and appropriate compliance with the Securities Act) and to permit or facilitate the sale and distribution of all or such portion of such Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any Holder or Holders joining in such request as are specified in a written request received by the Company within twenty (20) days after such written notice from the Company is mailed or delivered; provided that unless a registration pursuant to this Section 2.1 is the Company's Initial Public Offering, the Company also shall use its reasonable best efforts to file the registration statement within ninety (90) days of the receipt of the request from the Initiating Holders.

(b) Limitations on Requested Registration. The Company shall not be obligated to effect, or to take any action to effect, any such registration pursuant to this Section 2.1:

(i) Prior to the earlier of (A) the four (4) year anniversary of the date of this Agreement or (B) six (6) months following the effective date of the Company's Initial Public Offering;

(ii) In any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification, or compliance, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

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(iii) After the Company has initiated two (2) such registrations pursuant to this Section 2.1 (counting for these purposes only (1) registrations where at least 75% of the Registrable Securities requested to be registered are in fact registered and which have been declared or ordered effective and pursuant to which securities have been sold, and (2) registrations that closed, or were withdrawn at the request of the Holders (other than as a result of a material adverse change to the Company)); or

(iv) During the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of filing of, and ending on a date ninety (90) days (or in the case of the Company's Initial Public Offering, one hundred eighty (180) days) after the effective date of, a Company-initiated registration (other than a registration relating solely to employee benefit plans); provided that (A) the Company is actively employing in good faith best efforts to cause such registration statement to become effective and, (B) with respect to any request for registration pursuant to Section 2.1(a) received prior the date of filing of such Company-initiated registration, the Company shall have delivered written notice to the holders of Registrable Securities of its intent to file such registration within thirty (30) days after its receipt of such request.

(c) Deferral. If (i) in the good faith judgment of the Board of Directors, the filing of a registration statement covering the Registrable Securities would be materially detrimental to the Company and the Board of Directors concludes, as a result, that it is in the best interests of the Company to defer the filing of such registration statement at such time, and (ii) the Company shall furnish to such Holders a certificate signed by the President of the Company stating that in the good faith judgment of the Board of Directors, it would be materially detrimental to the Company for such registration statement to be filed in the near future and that it is, therefore, in the best interests of the Company to defer the filing of such registration statement, then (in addition to the limitations set forth in Section 2.1(b)(iv) above) the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders, and, provided further, that the Company shall not defer its obligation in this manner more than twice in any twelve (12)-month period.

(d) Underwriting. If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.1 and the Company shall include such information in the written notice referred to in subsection 2.1(a)(i). In such event, the right of any Holder to include all or any portion of its Registrable Securities in a registration pursuant to this Section 2.1 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities to the extent provided herein. If the Company shall request inclusion in any registration pursuant to this Section 2.1 of securities being sold for its own account, or if other persons shall request inclusion in any registration pursuant to this Section 2.1, the Initiating Holders shall, on behalf of all Holders, offer to include such securities in the underwriting and such offer shall be conditioned upon the participation of the Company or such other persons in such underwriting and the

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inclusion of the Company's and such person's other securities of the Company and their acceptance of the further applicable provisions of this Section 2 (including Section 2.10). The Company shall (together with all Holders proposing to distribute their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected for such underwriting by the majority-in-interest of the Initiating Holders, which underwriters shall be reasonably acceptable to the Company.

Notwithstanding any other provision of this Section 2.1, if the underwriters advise the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, the number of Registrable Securities that may be so included shall be apportioned pro rata among the selling Holders based on the number of Registrable Securities held by all selling Holders or in such other proportions as shall mutually be agreed to by all such selling Holders. In no event shall Registrable Securities be excluded from such registration unless all other stockholders' securities and securities for the account of the Company have been first excluded.

If a person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such person shall be excluded therefrom by written notice from the Company, the underwriter or the Initiating Holders. The securities so excluded shall also be withdrawn from registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall also be withdrawn from such registration. If shares are so withdrawn from the registration and if the number of shares to be included in such registration was previously reduced as a result of marketing factors pursuant to this Section 2.1(d), then the Company shall then offer to all Holders who have retained rights to include securities in the registration the right to include additional Registrable Securities in the registration in an aggregate amount equal to the number of shares so withdrawn, with such shares to be allocated among such Holders requesting additional inclusion, as set forth above.

## 2.2 Piggyback Registration.

(a) Piggyback Registration. If the Company shall determine to register any of its securities either for its own account or the account of a security holder or holders, other than a registration pursuant to Section 2.1 or 2.3, a registration relating solely to employee benefit plans, a registration relating to the offer and sale of debt securities, a registration relating to a corporate reorganization or other Rule 145 transaction, or a registration on any registration form that does not permit secondary sales, the Company will:

- (i) promptly give written notice of the proposed registration to all Holders; and
- (ii) use its commercially reasonable efforts to include in such registration (and any related qualification under blue sky laws or other compliance), except as set forth in Section 2.2(b) below, and in any underwriting involved therein, all of such Registrable Securities as are specified in a written request or requests made by any Holder or Holders received by the Company

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within twenty (20) days after such written notice from the Company is mailed or delivered. Such written request may specify all or a part of a Holder's Registrable Securities.

(b) Underwriting. If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company shall so advise the Holders as a part of the written notice given pursuant to Section 2.2(a)(i). In such event, the right of any Holder to registration pursuant to this Section 2.2 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company and the other holders of securities of the Company with registration rights to participate therein distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected by the Company.

Notwithstanding any other provision of this Section 2.2, if the underwriters advise the Company in writing that marketing factors require a limitation on the number of shares to be underwritten, the underwriters may (subject to the limitations set forth below) limit the number of Registrable Securities to be included in the registration and underwriting. In no event shall any Registrable Securities be excluded from such registration and underwriting unless all other stockholders' securities have been first excluded. In the event that the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such registration and underwriting, then the Registrable Securities that are included in such registration and underwriting shall be apportioned pro rata among the selling Holders based on the number of Registrable Securities held by all selling Holders or in such other proportions as shall mutually be agreed to by all such selling Holders. Notwithstanding the foregoing, in no event shall the amount of securities of the selling Holders included in the registration and underwriting be reduced below twenty-five percent (25%) of the total amount of securities requested to be included in such registration and underwriting, unless such registration is the Company's Initial Public Offering, in which case the selling Holders may be excluded if the underwriters make the determination described above.

If a person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such person shall also be excluded therefrom by written notice from the Company or the underwriter. The securities so excluded shall also be withdrawn from such registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall be withdrawn from such registration.

(c) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration.

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## 2.3 Registration on Form S-3.

(a) Request for Form S-3 Registration. If the Company is then qualified for the use of Form S-3, in addition to the rights contained in the foregoing provisions of this Section 2 and subject to the conditions set forth in this Section 2.3, and shall receive from Initiating Holders a written request signed by such Initiating Holder(s) that the Company effect any registration on Form S-3 or any similar short form registration statement with respect to all or part of the Registrable Securities (such request shall state the number of shares of Registrable Securities requested to be disposed of and the intended methods of disposition of such shares by such Holder or Holders), the Company will take all such actions with respect to such Registrable Securities as required by Section 2.1(a)(i) and (ii); provided that in the case of a registration pursuant to this Section 2.3, the Company also shall use its reasonable best efforts to file the registration statement within ninety (90) days of the receipt of the request from the Initiating Holders.

(b) Limitations on Form S-3 Registration. The Company shall not be obligated to effect, or take any action to effect, any such registration pursuant to this Section 2.3:

(i) In the circumstances described in either Sections 2.1(b)(ii) or 2.1(b)(iv);

(ii) If the Initiating Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) on Form S-3 at an aggregate price to the public (net of any underwriters' discounts and commissions) of less than Ten Million Dollars (\$10,000,000); or

(iii) If, in a given twelve (12)-month period, the Company has effected two (2) such registrations in such period that have been declared effective by the SEC.

(c) Deferral. The provisions of Section 2.1(c) shall apply to any registration pursuant to this Section 2.3.

(d) Underwriting. If the Initiating Holders requesting registration under this Section 2.3 intend to distribute the Registrable Securities covered by their request by means of an underwriting, the provisions of Sections 2.1(d) shall apply to such registration. Notwithstanding anything contained herein to the contrary, registrations effected pursuant to this Section 2.3 shall not be counted as requests for registration or registrations effected pursuant to Section 2.1.

2.4 Expenses of Registration. All Registration Expenses incurred in connection with registrations pursuant to Sections 2.1, 2.2 and 2.3 hereof shall be borne by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Sections 2.1 and 2.3 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all participating Holders shall bear such expenses pro rata among each other based on the number of Registrable Securities requested to be so registered), unless

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the Holders of a majority of the Registrable Securities agree to forfeit their right to a demand registration pursuant to Section 2.1; and provided further, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of, or their learning of, such material adverse change, then the Holders shall not be required to pay any of such expenses and shall retain their rights pursuant to Section 2.1 or 2.3, as the case may be. All Selling Expenses shall be borne pro rata by the selling Holders based on the number of Registrable Securities requested to be so registered.

2.5 Registration Procedures. In the case of each registration effected by the Company pursuant to this Section 2, the Company will keep each Holder advised in writing as to the initiation of each registration and as to the completion thereof. At its expense, the Company will use its commercially reasonable efforts to:

(a) Keep such registration effective for a period ending on the earlier of the date which is nine (9) months from the effective date of the registration statement or such time as the Holder or Holders have completed the distribution described in the registration statement relating thereto;

(b) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above;

(c) Furnish such number of prospectuses, including any preliminary prospectuses, and other documents incident thereto, including any amendment of or supplement to the prospectus, as a Holder from time to time may reasonably request;

(d) Use its reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdiction as shall be reasonably requested by the Holders; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) Notify each seller of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing, and following such notification promptly prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such shares, such prospectus shall not include an untrue statement of a

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material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing;

(f) Provide a transfer agent and registrar for all Registrable Securities registered pursuant to such registration statement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(g) Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed;

(h) Otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission;

(i) In connection with any underwritten offering pursuant to a registration statement filed pursuant to Section 2.1 hereof, enter into an underwriting agreement in form reasonably necessary to effect the offer and sale of Common Stock, provided such underwriting agreement contains reasonable and customary provisions, and provided further, that each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement; and

(j) Use its reasonable best efforts to furnish, at the request of any Holder requesting registration of Registrable Securities pursuant to this Section 2, on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a registration pursuant to this Section 2, if such securities are being sold through underwriters, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters and (ii) a letter dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters.

## 2.6 Indemnification.

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, each of its officers, directors and partners, legal counsel, investment advisers and accountants and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration, qualification, or compliance has been effected pursuant to this Section 2, and each underwriter, if any, and each person who controls within the meaning of Section 15 of the Securities Act any underwriter, against all expenses, claims, losses, damages, and liabilities (or actions, proceedings, or settlements in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any prospectus, offering circular, or other document (including any related registration statement, notification, or the like) incident

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to any such registration, qualification, or compliance; (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; or (iii) any violation (or alleged violation) by the Company of the Securities Act, the Exchange Act, any state securities laws or any rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any offering covered by such registration, qualification, or compliance, and the Company will reimburse each such Holder, each of its officers, directors, partners, legal counsel, investment advisers and accountants and each person controlling such Holder, each such underwriter, and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, loss, damage, liability, or action as they are incurred; provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability, or action arises out of or is based on any untrue statement or omission based upon written information furnished to the Company by such Holder, any of such Holder's officers, directors, partners, legal counsel, investment advisers or accountants, any person controlling such Holder, such underwriter or any person who controls any such underwriter and stated to be specifically for use therein; and provided further, that the indemnity agreement contained in this Section 2.6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(b) To the extent permitted by law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification, or compliance is being effected, indemnify and hold harmless the Company, each of its directors, officers, partners, legal counsel, and accountants and each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, each other such Holder, and each of their officers, directors, and partners, and each person controlling such Holder, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any such registration statement, prospectus, offering circular, or other document, or (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such Holders, directors, officers, partners, legal counsel, and accountants, persons, underwriters, or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, or action as they are incurred, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Company by such Holder and stated to be specifically for use therein; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages, or liabilities (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and

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provided that in no event shall any indemnity under this Section 2.6 exceed the net proceeds from the offering received by such Holder.

(c) Each party entitled to indemnification under this Section 2.6 (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of such claim or any litigation resulting therefrom; provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at such party's expense; provided further, however, that an Indemnified Party (together with all other Indemnified Parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the Indemnifying Party, if representation of such Indemnified Party by the counsel retained by the Indemnifying Party would be inappropriate due to actual or potential differing interests between such Indemnified Party and any other party represented by such counsel in such proceeding; and provided further, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 2.6, to the extent such failure is not prejudicial. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall

furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) If the indemnification provided for in this Section 2.6 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage, or expense referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations; provided, however, that no contribution by any Holder, when combined with any amounts paid by such Holder pursuant to Section 2.6(b), shall exceed the net proceeds from the offering received by such Holder. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

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(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

2.7 Information by Holder. Each Holder of Registrable Securities shall furnish to the Company such information regarding such Holder and the distribution proposed by such Holder as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration, qualification, or compliance referred to in this Section 2.

#### 2.8 Restrictions on Transfer.

(a) The holder of each certificate representing Registrable Securities by acceptance thereof agrees to comply in all respects with the provisions of this Section 2.8. Each Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Restricted Securities, or any beneficial interest therein, unless and until (x) the transferee thereof has agreed in writing for the benefit of the Company to take and hold such Restricted Securities subject to, and to be bound by, the terms and conditions set forth in this Agreement, including, without limitation, this Section 2.8 and Section 2.10; provided that the Company will not require any transferee of shares pursuant to an effective registration statement or, following the Initial Public Offering, Rule 144, to be bound by the terms of this Agreement, and (y):

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) Such Holder shall have given prior written notice to the Company of such Holder's intention to make such disposition and shall have furnished the Company with a detailed description of the manner and circumstances of the proposed disposition, and, if requested by the Company, such Holder shall have furnished the Company, at such Holder's expense, with (A) an opinion of counsel, reasonably satisfactory to the Company, to the effect that such disposition will not require registration of such Restricted Securities under the Securities Act or (B) a "no action" letter from the Commission to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the Commission that action be taken with respect thereto, whereupon the holder of such Restricted Securities shall be entitled to transfer such Restricted Securities in accordance with the terms of the notice delivered by the Holder to the Company. It is agreed that the Company will not require opinions of counsel or "no action" letters for transactions made pursuant to Rule 144, except in unusual circumstances.

(iii) Notwithstanding the provisions of subsections (a)(i) and (a)(ii) above, no such registration statement or opinion of counsel or "no action" letter shall be necessary for: (A) a transfer by a Holder to any of its Affiliates

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(including an Affiliated fund managed by the same manager or managing member or general partner or management company or investment adviser or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company or investment adviser, each an "**Affiliated Fund**"); (B) a transfer by a Holder that is a partnership, limited liability company or corporation to a partner, limited partner, retired partner, member, retired member or stockholder of a Holder; (C) a transfer by gift, will or intestate succession of any partner to his or her spouse or to the siblings, lineal descendants or ancestors of such partner or his or her spouse; or (D) the transfer by a Holder exercising its co-sale rights under the Fourth Amended and Restated Stockholders Agreement by and among the Company, the Investors and the stockholders named therein of even date herewith, as amended, if in each transfer under clauses (A), (B), or (C) the prospective transferee agrees in all such instances in writing to be subject to the terms hereof to the same extent as if he or she were an original Holder hereunder.

(b) Each certificate representing Registrable Securities shall (unless otherwise permitted by the provisions of this Agreement) be stamped or otherwise imprinted with a legend substantially similar to the following (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD OF UP TO 180 DAYS IN THE EVENT OF A PUBLIC OFFERING AS SET FORTH IN AN REGISTRATION RIGHTS AGREEMENT AMONG THE COMPANY AND THE ORIGINAL HOLDERS OF THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

The Holders consent to the Company making a notation on its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer established in this Section 2.8.

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(c) The first legend referring to federal and state securities laws identified in Section 2.8(b) hereof stamped on a certificate evidencing the Restricted Securities and the stock transfer instructions and record notations with respect to such Restricted Securities shall be removed and the Company shall issue a certificate without such legend to the holder of such Restricted Securities if (i) such securities are registered under the Securities Act; or (ii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a public sale or transfer of such securities may be made without registration under the Securities Act; or (iii) such holder provides the Company with reasonable assurances, which may, at the option of the Company, include an opinion of counsel reasonably satisfactory to the Company, that such securities can be sold pursuant to Rule 144 under the Securities Act without volume or manner of sale restrictions.

2.9 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Restricted Securities to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(a) Make and keep adequate current public information regarding the Company available as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) File with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements; and

(c) So long as a Holder owns any Restricted Securities, furnish to the Holder forthwith upon written request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time from and after ninety (90) days following the effective date of the first registration statement filed by the Company for an offering of its securities to the general public), and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as a Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a Holder to sell any such securities without registration.

2.10 Market Stand-Off Agreement. If requested by the Company and an underwriter of Common Stock (or other securities) of the Company, each Stockholder hereby agrees that such Stockholder shall not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, of any Common Stock (or other securities) of the Company held by such Stockholder immediately before the effective date of the Company's Initial Public Offering (other than those included in the registration) during the one hundred eighty (180) day period (or such other period as may be requested by the Company or an underwriter to accommodate

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regulatory restrictions on (1) the publication or other distribution of research reports and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto) following the effective date of the Company's Initial Public Offering; provided that all of the directors and officers of the Company and one percent (1%) stockholders of the Company agree to the same terms; provided, further that if the Company or the underwriters waive or shorten the lock-up period for any of the Company's officers, directors or stockholders, then the lock-up for each Stockholder will be identically waived or shortened. The obligations described in this Section 2.10 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. The provisions of this Section 2.10 shall not apply to shares of Common Stock acquired in the Initial Public Offering or in the open market following the Initial Public Offering. The Company may impose stop-transfer instructions and may stamp each such certificate with the second legend set forth in Section 2.8(b) hereof with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day period (or such other applicable period). Each Stockholder agrees to execute a market standoff agreement with said underwriters in customary form consistent with the provisions of this Section 2.10.

2.11 Delay of Registration. No Holder shall have any right to take any action to restrain, enjoin, or otherwise delay any registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.12 Transfer or Assignment of Registration Rights. The rights to cause the Company to register securities granted to a Holder by the Company under this Section 2 may be transferred or assigned by a Holder only to: (a) an Affiliate of a Holder (including an Affiliated Fund or entity) or a subsidiary, parent, partner, limited partner, retired partner, member, retired member or stockholder of a Holder; or (b) a Holder's family member or trust for the benefit of an individual Holder or Holder's family member; provided that (i) any such transfer or assignment of Registrable Securities is effected in accordance with the terms of Section 2.8 hereof, and applicable securities laws; (ii) the Company is given written notice prior to said transfer or assignment, stating the name and address of the transferee or assignee and identifying the securities with respect to which such registration rights are intended to be transferred or assigned; (iii) the transferee or assignee of such rights assumes in writing the obligations of such Holder under this Agreement, including without limitation the obligations set forth in Section 2.10; (iv) any such transferee is not engaged in direct competition with the Company as reasonably determined by the Board of Directors; and (v) immediately after such transfer or assignment, the future disposition of the transferred or assigned Registrable Securities by such transferee or assignee shall be restricted under the Securities Act.

2.13 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders holding a majority of the Registrable Securities, enter into any agreement with any Holder or prospective Holder of any securities of the Company giving such Holder or prospective Holder any registration rights unless, under the terms of such agreement, such Holder or prospective Holder

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may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the number or Registrable Securities of Holders that are included.

2.14 Termination of Registration Rights. The right of any Holder to request registration or inclusion in any registration pursuant to Section 2.1, 2.2 or 2.3 shall terminate on the earlier of (i) the date on which such Holder holds no Registrable Securities; (ii) five (5) years after the closing of the Company's Initial Public Offering; and (iii) such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation during a three (3)-month period without registration and without the requirement for the Company to be in compliance with the current public information required under Rule 144(c)(1).

3. Miscellaneous.

3.1 Amendment. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the holders of at least a majority of the shares of Common Stock (excluding any of such shares that have been sold to the public or pursuant to Rule 144). Notwithstanding the foregoing, this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, termination, or waiver applies to all holders of shares of Common Stock in the same fashion. In addition, any amendment to this Agreement which may have a disproportionately adverse effect on any Holder (in relation to any other Holder of Common Stock) will require the prior written consent of such Holder. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon each Holder and each future Holder of all such securities of Holder. Each Holder acknowledges that by the operation of this paragraph, the holders holding at least a majority of the shares of Common Stock (excluding any of such shares that have been sold to the public or pursuant to Rule 144) will have the right and power to diminish or eliminate all rights of such Holder under this Agreement, but only in a manner effecting all such holders equally and subject in each case to the limitations set forth herein.

3.2 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand or by messenger addressed:

(a) if to an Investor, only at the Investor's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof;

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(b) if to the Company, one copy should be sent to:

Y-mAbs Therapeutics, Inc.  
750 Third Avenue  
9th Floor  
New York, NY 10017  
Tel. (212) 847-9841  
Facsimile:  
E-mail: gadt@me.com  
Attention: President

With a copy to:

Satterlee Stephens LLP  
230 Park Avenue  
New York, NY 10169  
Facsimile: 212-818-9606  
E-mail: dkinsey@ssbb.com  
Attention: Dwight A. Kinsey, Esq.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid or, if sent by facsimile, upon confirmation of facsimile transfer or, if sent by electronic mail, upon confirmation of delivery when directed to the electronic mail address set forth on the Schedule of Investors.

3.3 Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of New York, without regard to principles of conflicts of law.

3.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto and shall inure to the benefit of and be enforceable by each person who shall be a Holder of Registrable Securities from time to time; provided, however, that prior to the receipt by the Company of adequate written notice of the transfer of any Registrable Securities specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such shares in its records as the absolute owner and holder of such shares for all purposes, including the payment of dividends or any

redemption price. The rights of any Investor under this Agreement may be assigned, in whole or in part, to any Affiliate of such Investor in connection with a transfer of such Investor's Registrable Securities by such Investor to such Affiliate.

3.5 Entire Agreement; Rescission of Prior Agreement. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and supersedes all prior written or oral agreements and understandings relating to such subject matter. No party hereto shall be liable or bound to any

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other party in any manner with regard to the subjects hereof by any warranties, representations or covenants except as specifically set forth herein.

3.6 Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

3.7 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

3.8 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

3.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

3.10 Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, including PDF email transmission. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

3.11 Further Assurances. Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

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3.12 Affiliated Funds or Aggregation of Stock. All shares of Common Stock and Preferred Stock held or acquired by Affiliated Funds or Affiliated entities or persons or entities under common investment management or control shall be aggregated together for the purpose of determining the availability of any rights or obligations under this Agreement. Additionally, for any Holder that is a partnership, corporation or limited liability company, the general partner, limited partners, retired partners, shareholders, members, retired members and Affiliates of such Holder, or the members or retired members of the foregoing, as applicable, or the estates, beneficiaries and family members of any such general partner, limited partners, retired partners, shareholders, members, and retired members and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "Holder," and any pro rata reductions pursuant to Section 2.1 or 2.3 with respect to such Holder shall be based upon the aggregate amount of Registrable Securities owned by all entities and individuals included in such "Holder," as defined in this Section 3.12.

3.13 Acknowledgment. The Company acknowledges that the Investors and their respective Affiliates currently may be invested in, may invest in or may consider investments in public and private companies, including, without limitation, companies that may compete either directly or indirectly with the Company, and that the execution of this Agreement, the terms hereof and the access to the Company's confidential information hereunder shall in no way be construed to prohibit or restrict the Investors or their respective Affiliates, as the case may be, from maintaining, making or considering such investments or from otherwise operating in the ordinary course of business. Further, the Company understands and acknowledges that the use by the Investors or their respective Affiliates, as the case may be, in connection with evaluating investment opportunities, trading securities in the public markets and participating in private investment transactions of any knowledge, experience and know-how that (a) comprises or is based on confidential information of the Company received by the Investors or their respective Affiliates, as the case may be, pursuant to this Agreement, and (b) is retained in the memory of any authorized representative of the Investors or their respective Affiliates, as the case may be, after having access to such confidential information (so long as it was not intentionally retained for the purpose of breaching this Agreement) shall not be a breach of hereof.

*[Remainder of Page Intentionally Left Blank]*

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IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement effective as of the day and year first above written.

**COMPANY:**

**Y-mAbs Therapeutics, Inc.**

By: \_\_\_\_\_

Name: Thomas Gad

Title: Founder, Chairman and President

**INVESTORS:**

**WECO GROUP A/S**

By: \_\_\_\_\_

Name: Johan Wedells-Wedellsborg

Title: Chief Executive Officer

By: \_\_\_\_\_

Name: Mark Unger

Title: \_\_\_\_\_

*[Signature Page to Registration Rights Agreement]*

**LAMBERTO ANDREOTTI  
REVOCABLE TRUST**

By: \_\_\_\_\_

Name: Lamberto Andreotti

Title: Authorized Signatory

*[Signature Page to Registration Rights Agreement]*

**EXHIBIT A**

**LIST OF INVESTORS**

<u>Name</u>	<u>Address</u>	<u>Amount of Investment (USD)</u>	<u>No. of Shares</u>
Weco Group A/S	Rungsted Strandvej 113 DK 2960 Rungsted Kyst Denmark Attn: Johan Wedell- Wedellsborg	\$ 1,555,000	166,310
Mark Unger	82 Russell Road Bethany, CT 06524	\$ 250,000	26,737
Lamberto Andreotti Revocable Trust	1 West 64 <sup>th</sup> Street Apt. 12A New York, NY 10023	\$ 300,000	32,085

## REGISTRATION RIGHTS AGREEMENT

DATED AS OF NOVEMBER 17, 2017

BY AND BETWEEN

Y-MABS THERAPEUTICS, INC.,

AND

IVAN SEBASTIAN FERNANDEZ DE MIGUEL GARCIA

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Exhibit A — List of Investors

Y-MABS THERAPEUTICS, INC.

## REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “**Agreement**”) is made as of November 17, 2017, by and between Y-mAbs Therapeutics, Inc., a Delaware corporation (the “**Company**”) and Ivan Sebastian Fernandez De Miguel Garcia (the “**Investor**” or the “**Stockholder**”), residing at Paseo de Alcobendas 14, chalet 4, Alcobendas 28109, Madrid, Spain. Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings ascribed to them in Section 1.

## RECITALS

**WHEREAS**, the Company and the Investor are parties to that certain Securities Purchase Agreement dated of even date herewith (the “**Securities Purchase Agreement**”), pursuant to which the Investor is purchasing certain shares of Common Stock of the Company; and

**WHEREAS**, in connection with the consummation of the transactions contemplated by the Securities Purchase Agreement, and pursuant to the terms of the Securities Purchase Agreement, the parties hereto desire to enter into this Agreement in order to grant certain registration rights to the Investor as set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and other consideration, the receipt of and adequacy of which is hereby acknowledged, the parties hereto further agree as follows:

1. Definitions.

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

**"Affiliate"** means, with respect to any person, any other person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person, including any partner, member, stockholder or other equity holder of such person or manager, director, officer or employee of such person. For purposes of this definition, "control," when used with respect to any specified person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

**"Agreement"** shall have the meaning set forth in the preamble.

**"Board of Directors"** means the board of directors of the Company.

**"Certificate of Incorporation"** means the Certificate of Incorporation of the Company as filed on April 30, 2015, as amended by that certain Certificate of Amendment of

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Certificate of Incorporation, as filed on June 3, 2015, and as further amended by that certain Certificate of Amendment of Certificate of Incorporation as filed on July 10, 2017, with the Secretary of State of the State of Delaware, and as amended, modified, supplemented or restated from time to time.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Commission"** shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act (as defined herein).

**"Common Stock"** means the Company's Common Stock, \$.0001 par value per share.

**"Company"** shall have the meaning set forth in the preamble.

**"Control"** (including its correlative meanings, "controlled by," "controlling" and "under common control with") shall mean possesses directly or indirectly through one or more intermediaries, of power to direct or cause the direction of management and policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

**"Exchange Act"** shall mean the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

**"Holder"** shall mean (i) any Investor that holds Registrable Securities (as defined herein), (ii) any holder of Registrable Securities to whom the registration rights conferred by this Agreement have been duly and validly transferred in accordance with Section 2.12 of this Agreement.

**"Indemnified Party"** shall have the meaning set forth in Section 2.6(c) hereof

**"Indemnifying Party"** shall have the meaning set forth in Section 2.6(c) hereof

**"Initial Public Offering"** shall mean the closing of the Company's first firm commitment underwritten public offering of the Company's Common Stock registered under the Securities Act

**"Initiating Holders"** shall mean any Holder or Holders who in the aggregate hold not less than a majority of the outstanding Registrable Securities, provided that for purposes of Section 2.3 the term "Initiating Holders" shall mean any Holder or Holders requesting registration under such Section.

**"Investor"** shall have the meaning set forth in the preamble.

**"Key Employee"** means any executive-level employee (including division director and vice president-level positions) as well as any employee who, either alone or in concert with others, develops, invents, programs, or designs any Company Intellectual Property

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(as defined in the Securities Purchase Agreement) and any individual designated as a "Key Employee" by a majority of the Board of Directors.

**"Major Investor"** means each investor holding at least one percent (1.0%) of the Company's Common Stock on a fully diluted basis.

**"Preferred Holders"** shall mean any holder of Preferred Stock.

“**Preferred Stock**” means the preferred stock, par value \$0.0001 per share, of the Company as may be established by the Board and having the rights, privileges, preference, duties, liabilities and obligations specified with respect thereto as may be set forth in the Certificate of Incorporation as amended, or as may be set forth in a Certificate of Designations, filed with the Secretary of State of the State of Delaware, and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or similar reorganization.

“**Purchase Agreement**” shall have the meaning set forth in the recitals.

“**Registrable Securities**” shall mean (i) any shares of Common Stock beneficially owned by the Investor, and (ii) any shares of Common Stock issued or issuable with respect to any shares described in subsection (i) above by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event with respect to the Common Stock (it being understood that, for purposes of this Agreement, a person shall be deemed to be a Holder of Registrable Securities whenever such person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected; provided, however, that Registrable Securities shall not include any shares of Common Stock described above which have previously been registered or which have been sold to the public either pursuant to a registration statement or Rule 144, or which have been sold in a private transaction in which the transferor’s rights under this Agreement are not validly assigned in accordance with this Agreement.

The terms “**register**,” “**registered**” and “**registration**” shall refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration or ordering of the effectiveness of such registration statement.

“**Registration Expenses**” shall mean all expenses incurred by the Company in effecting any registration pursuant to this Agreement, including, without limitation, all registration, qualification, and filing fees, printing expenses, accounting fees, escrow fees, fees and disbursements of counsel for the Company, fees and disbursements of one special counsel for the Holders (selected by a majority-in-interest of the Holders), blue sky fees and expenses, and expenses of any regular or special audits incident to or required by any such registration, but shall not include Selling Expenses, fees and disbursements of other counsel for the Holders and the compensation of regular employees of the Company, which shall be paid in any event by the Company.

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“**Restricted Securities**” shall mean any Registrable Securities required to bear the first legend set forth in Section 2.8(b) hereof.

“**Rule 144**” shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 145**” shall mean Rule 145 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 415**” shall mean Rule 415 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 501**” shall mean Rule 501 of Regulation D promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**Rule 506**” shall mean Rule 506 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“**SEC**” means the United States Securities and Exchange Commission.

“**Securities Act**” shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

“**Securities Purchase Agreement**” shall have the meaning set forth in the Recitals.

“**Selling Expenses**” shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for any Holder (other than the fees and disbursements of one special counsel to the Holders not to exceed \$50,000 included in Registration Expenses).

“**Shares**” shall mean (i) the Company’s Preferred Stock, (ii) the Company’s Common Stock and (iii) any securities issued with respect to the foregoing upon any stock split, stock dividend, recapitalization, or similar event or upon any conversion.

“**Stockholder**” shall have the meaning set forth in the preamble.

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## 2. Registration Rights; Restrictions on Transfer.

### 2.1 Demand Registration.

(a) Request for Registration. Subject to the conditions set forth in this Section 2.1, if the Company shall receive from Initiating Holders a written request signed by such Initiating Holders that the Company effect any registration of the Registrable Securities of the

Company at an aggregate offering price to the public (net of underwriting discounts and commissions) of not less than Ten Million Dollars (\$10,000,000) (such request shall state the number of shares of Registrable Securities requested to be disposed of by such Initiating Holders), the Company will:

(i) promptly give written notice of the proposed registration to all other Holders; and

(ii) as soon as practicable, file and use its commercially reasonable efforts to effect such registration (including, without limitation, filing post-effective amendments, appropriate qualifications under applicable blue sky or other state securities laws, and appropriate compliance with the Securities Act) and to permit or facilitate the sale and distribution of all or such portion of such Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any Holder or Holders joining in such request as are specified in a written request received by the Company within twenty (20) days after such written notice from the Company is mailed or delivered; provided that unless a registration pursuant to this Section 2.1 is the Company's Initial Public Offering, the Company also shall use its reasonable best efforts to file the registration statement within ninety (90) days of the receipt of the request from the Initiating Holders.

(b) Limitations on Requested Registration. The Company shall not be obligated to effect, or to take any action to effect, any such registration pursuant to this Section 2.1:

(i) Prior to the earlier of (A) the four (4) year anniversary of the date of this Agreement or (B) six (6) months following the effective date of the Company's Initial Public Offering;

(ii) In any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification, or compliance, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(iii) After the Company has initiated two (2) such registrations pursuant to this Section 2.1 (counting for these purposes only (1) registrations where at least 75% of the Registrable Securities requested to be registered are in fact registered and which have been declared or ordered effective and pursuant to which securities have been sold, and (2) registrations that closed, or were

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withdrawn at the request of the Holders (other than as a result of a material adverse change to the Company); or

(iv) During the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of filing of, and ending on a date ninety (90) days (or in the case of the Company's Initial Public Offering, one hundred eighty (180) days) after the effective date of, a Company-initiated registration (other than a registration relating solely to employee benefit plans); provided that (A) the Company is actively employing in good faith best efforts to cause such registration statement to become effective and, (B) with respect to any request for registration pursuant to Section 2.1(a) received prior the date of filing of such Company-initiated registration, the Company shall have delivered written notice to the holders of Registrable Securities of its intent to file such registration within thirty (30) days after its receipt of such request.

(c) Deferral. If (i) in the good faith judgment of the Board of Directors, the filing of a registration statement covering the Registrable Securities would be materially detrimental to the Company and the Board of Directors concludes, as a result, that it is in the best interests of the Company to defer the filing of such registration statement at such time, and (ii) the Company shall furnish to such Holders a certificate signed by the President of the Company stating that in the good faith judgment of the Board of Directors, it would be materially detrimental to the Company for such registration statement to be filed in the near future and that it is, therefore, in the best interests of the Company to defer the filing of such registration statement, then (in addition to the limitations set forth in Section 2.1(b)(iv) above) the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders, and, provided further, that the Company shall not defer its obligation in this manner more than twice in any twelve (12)-month period.

(d) Underwriting. If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.1 and the Company shall include such information in the written notice referred to in subsection 2.1(a)(i). In such event, the right of any Holder to include all or any portion of its Registrable Securities in a registration pursuant to this Section 2.1 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities to the extent provided herein. If the Company shall request inclusion in any registration pursuant to this Section 2.1 of securities being sold for its own account, or if other persons shall request inclusion in any registration pursuant to this Section 2.1, the Initiating Holders shall, on behalf of all Holders, offer to include such securities in the underwriting and such offer shall be conditioned upon the participation of the Company or such other persons in such underwriting and the inclusion of the Company's and such person's other securities of the Company and their acceptance of the further applicable provisions of this Section 2 (including Section 2.10). The Company shall (together with all Holders proposing to distribute their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected for such underwriting by

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the majority-in-interest of the Initiating Holders, which underwriters shall be reasonably acceptable to the Company.

Notwithstanding any other provision of this Section 2.1, if the underwriters advise the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, the number of Registrable Securities that may be so included shall be apportioned pro rata among the selling Holders based on the number of Registrable Securities held by all selling Holders or in such other proportions as shall mutually be agreed to by all such selling Holders. In no event shall Registrable Securities be excluded from such registration unless all other stockholders' securities and securities for the account of the Company have been first excluded.

If a person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such person shall be excluded therefrom by written notice from the Company, the underwriter or the Initiating Holders. The securities so excluded shall also be withdrawn from registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall also be withdrawn from such registration. If shares are so withdrawn from the registration and if the number of shares to be included in such registration was previously reduced as a result of marketing factors pursuant to this Section 2.1(d), then the Company shall then offer to all Holders who have retained rights to include securities in the registration the right to include additional Registrable Securities in the registration in an aggregate amount equal to the number of shares so withdrawn, with such shares to be allocated among such Holders requesting additional inclusion, as set forth above.

## 2.2 Piggyback Registration.

(a) **Piggyback Registration.** If the Company shall determine to register any of its securities either for its own account or the account of a security holder or holders, other than a registration pursuant to Section 2.1 or 2.3, a registration relating solely to employee benefit plans, a registration relating to the offer and sale of debt securities, a registration relating to a corporate reorganization or other Rule 145 transaction, or a registration on any registration form that does not permit secondary sales, the Company will:

- (i) promptly give written notice of the proposed registration to all Holders; and
- (ii) use its commercially reasonable efforts to include in such registration (and any related qualification under blue sky laws or other compliance), except as set forth in Section 2.2(b) below, and in any underwriting involved therein, all of such Registrable Securities as are specified in a written request or requests made by any Holder or Holders received by the Company within twenty (20) days after such written notice from the Company is mailed or delivered. Such written request may specify all or a part of a Holder's Registrable Securities.

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(b) **Underwriting.** If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company shall so advise the Holders as a part of the written notice given pursuant to Section 2.2(a)(i). In such event, the right of any Holder to registration pursuant to this Section 2.2 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company and the other holders of securities of the Company with registration rights to participate therein distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected by the Company.

Notwithstanding any other provision of this Section 2.2, if the underwriters advise the Company in writing that marketing factors require a limitation on the number of shares to be underwritten, the underwriters may (subject to the limitations set forth below) limit the number of Registrable Securities to be included in the registration and underwriting. In no event shall any Registrable Securities be excluded from such registration and underwriting unless all other stockholders' securities have been first excluded. In the event that the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such registration and underwriting, then the Registrable Securities that are included in such registration and underwriting shall be apportioned pro rata among the selling Holders based on the number of Registrable Securities held by all selling Holders or in such other proportions as shall mutually be agreed to by all such selling Holders. Notwithstanding the foregoing, in no event shall the amount of securities of the selling Holders included in the registration and underwriting be reduced below twenty-five percent (25%) of the total amount of securities requested to be included in such registration and underwriting, unless such registration is the Company's Initial Public Offering, in which case the selling Holders may be excluded if the underwriters make the determination described above.

If a person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such person shall also be excluded therefrom by written notice from the Company or the underwriter. The securities so excluded shall also be withdrawn from such registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall be withdrawn from such registration.

(c) **Right to Terminate Registration.** The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration.

## 2.3 Registration on Form S-3.

(a) **Request for Form S-3 Registration.** If the Company is then qualified for the use of Form S-3, in addition to the rights contained in the foregoing provisions of this Section 2 and subject to the conditions set forth in this Section 2.3, and shall receive from Initiating Holders a written request signed by such Initiating Holder(s) that the Company effect any registration on Form S-3 or any similar short form

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registration statement with respect to all or part of the Registrable Securities (such request shall state the number of shares of Registrable Securities requested to be disposed of and the intended methods of disposition of such shares by such Holder or Holders), the Company will take all such actions with respect to such Registrable Securities as required by Section 2.1(a)(i) and (ii); provided that in the case of a registration pursuant to this Section 2.3, the Company also shall use its reasonable best efforts to file the registration statement within ninety (90) days of the receipt of the request from the Initiating Holders.

(b) **Limitations on Form S-3 Registration.** The Company shall not be obligated to effect, or take any action to effect, any such registration pursuant to this Section 2.3:

- (i) In the circumstances described in either Sections 2.1(b)(ii) or 2.1(b)(iv);
- (ii) If the Initiating Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) on Form S-3 at an aggregate price to the public (net of any underwriters' discounts and commissions) of less than Ten Million Dollars (\$10,000,000); or

(iii) If, in a given twelve (12)-month period, the Company has effected two (2) such registrations in such period that have been declared effective by the SEC.

(c) Deferral. The provisions of Section 2.1(c) shall apply to any registration pursuant to this Section 2.3.

(d) Underwriting. If the Initiating Holders requesting registration under this Section 2.3 intend to distribute the Registrable Securities covered by their request by means of an underwriting, the provisions of Sections 2.1(d) shall apply to such registration. Notwithstanding anything contained herein to the contrary, registrations effected pursuant to this Section 2.3 shall not be counted as requests for registration or registrations effected pursuant to Section 2.1.

2.4 Expenses of Registration. All Registration Expenses incurred in connection with registrations pursuant to Sections 2.1, 2.2 and 2.3 hereof shall be borne by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Sections 2.1 and 2.3 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all participating Holders shall bear such expenses pro rata among each other based on the number of Registrable Securities requested to be so registered), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to a demand registration pursuant to Section 2.1; and provided further, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of, or

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their learning of, such material adverse change, then the Holders shall not be required to pay any of such expenses and shall retain their rights pursuant to Section 2.1 or 2.3, as the case may be. All Selling Expenses shall be borne pro rata by the selling Holders based on the number of Registrable Securities requested to be so registered.

2.5 Registration Procedures. In the case of each registration effected by the Company pursuant to this Section 2, the Company will keep each Holder advised in writing as to the initiation of each registration and as to the completion thereof. At its expense, the Company will use its commercially reasonable efforts to:

(a) Keep such registration effective for a period ending on the earlier of the date which is nine (9) months from the effective date of the registration statement or such time as the Holder or Holders have completed the distribution described in the registration statement relating thereto;

(b) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above;

(c) Furnish such number of prospectuses, including any preliminary prospectuses, and other documents incident thereto, including any amendment of or supplement to the prospectus, as a Holder from time to time may reasonably request;

(d) Use its reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdiction as shall be reasonably requested by the Holders; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) Notify each seller of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing, and following such notification promptly prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing;

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(f) Provide a transfer agent and registrar for all Registrable Securities registered pursuant to such registration statement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(g) Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed;

(h) Otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission;

(i) In connection with any underwritten offering pursuant to a registration statement filed pursuant to Section 2.1 hereof, enter into an underwriting agreement in form reasonably necessary to effect the offer and sale of Common Stock, provided such underwriting agreement contains reasonable and customary provisions, and provided further, that each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement; and

(j) Use its reasonable best efforts to furnish, at the request of any Holder requesting registration of Registrable Securities pursuant to this Section 2, on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a registration

pursuant to this Section 2, if such securities are being sold through underwriters, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters and (ii) a letter dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters.

## 2.6 Indemnification.

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, each of its officers, directors and partners, legal counsel, investment advisers and accountants and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration, qualification, or compliance has been effected pursuant to this Section 2, and each underwriter, if any, and each person who controls within the meaning of Section 15 of the Securities Act any underwriter, against all expenses, claims, losses, damages, and liabilities (or actions, proceedings, or settlements in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any prospectus, offering circular, or other document (including any related registration statement, notification, or the like) incident to any such registration, qualification, or compliance; (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; or (iii) any violation (or alleged violation) by the Company of the Securities Act, the Exchange Act, any state securities laws or any

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rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any offering covered by such registration, qualification, or compliance, and the Company will reimburse each such Holder, each of its officers, directors, partners, legal counsel, investment advisers and accountants and each person controlling such Holder, each such underwriter, and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, loss, damage, liability, or action as they are incurred; provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability, or action arises out of or is based on any untrue statement or omission based upon written information furnished to the Company by such Holder, any of such Holder's officers, directors, partners, legal counsel, investment advisers or accountants, any person controlling such Holder, such underwriter or any person who controls any such underwriter and stated to be specifically for use therein; and provided further, that the indemnity agreement contained in this Section 2.6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(b) To the extent permitted by law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification, or compliance is being effected, indemnify and hold harmless the Company, each of its directors, officers, partners, legal counsel, and accountants and each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, each other such Holder, and each of their officers, directors, and partners, and each person controlling such Holder, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any such registration statement, prospectus, offering circular, or other document, or (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such Holders, directors, officers, partners, legal counsel, and accountants, persons, underwriters, or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, or action as they are incurred, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Company by such Holder and stated to be specifically for use therein; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages, or liabilities (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided that in no event shall any indemnity under this Section 2.6 exceed the net proceeds from the offering received by such Holder.

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(c) Each party entitled to indemnification under this Section 2.6 (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of such claim or any litigation resulting therefrom; provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at such party's expense; provided further, however, that an Indemnified Party (together with all other Indemnified Parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the Indemnifying Party, if representation of such Indemnified Party by the counsel retained by the Indemnifying Party would be inappropriate due to actual or potential differing interests between such Indemnified Party and any other party represented by such counsel in such proceeding; and provided further, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 2.6, to the extent such failure is not prejudicial. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) If the indemnification provided for in this Section 2.6 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage, or expense referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations; provided, however, that no contribution by any Holder, when combined with any amounts paid

by such Holder pursuant to Section 2.6(b), shall exceed the net proceeds from the offering received by such Holder. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in

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connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

2.7 **Information by Holder.** Each Holder of Registrable Securities shall furnish to the Company such information regarding such Holder and the distribution proposed by such Holder as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration, qualification, or compliance referred to in this Section 2.

2.8 **Restrictions on Transfer.**

(a) The holder of each certificate representing Registrable Securities by acceptance thereof agrees to comply in all respects with the provisions of this Section 2.8. Each Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Restricted Securities, or any beneficial interest therein, unless and until (x) the transferee thereof has agreed in writing for the benefit of the Company to take and hold such Restricted Securities subject to, and to be bound by, the terms and conditions set forth in this Agreement, including, without limitation, this Section 2.8 and Section 2.10; provided that the Company will not require any transferee of shares pursuant to an effective registration statement or, following the Initial Public Offering, Rule 144, to be bound by the terms of this Agreement, and (y):

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) Such Holder shall have given prior written notice to the Company of such Holder's intention to make such disposition and shall have furnished the Company with a detailed description of the manner and circumstances of the proposed disposition, and, if requested by the Company, such Holder shall have furnished the Company, at such Holder's expense, with (A) an opinion of counsel, reasonably satisfactory to the Company, to the effect that such disposition will not require registration of such Restricted Securities under the Securities Act or (B) a "no action" letter from the Commission to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the Commission that action be taken with respect thereto, whereupon the holder of such Restricted Securities shall be entitled to transfer such Restricted Securities in accordance with the terms of the notice delivered by the Holder to the Company. It is agreed that the Company will not require opinions of counsel or "no action" letters for transactions made pursuant to Rule 144, except in unusual circumstances.

(iii) Notwithstanding the provisions of subsections (a)(i) and (a)(ii) above, no such registration statement or opinion of counsel or "no action" letter shall be necessary for: (A) a transfer by a Holder to any of its Affiliates (including an Affiliated fund managed by the same manager or managing member or general partner or management company or investment adviser or by an entity

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controlling, controlled by, or under common control with such manager or managing member or general partner or management company or investment adviser, each an "**Affiliated Fund**"); (B) a transfer by a Holder that is a partnership, limited liability company or corporation to a partner, limited partner, retired partner, member, retired member or stockholder of a Holder; (C) a transfer by gift, will or intestate succession of any partner to his or her spouse or to the siblings, lineal descendants or ancestors of such partner or his or her spouse; or (D) the transfer by a Holder exercising its co-sale rights under the Fourth Amended and Restated Stockholders Agreement by and among the Company, the Investor and the stockholders named therein of even date herewith, as amended, if in each transfer under clauses (A), (B), or (C) the prospective transferee agrees in all such instances in writing to be subject to the terms hereof to the same extent as if he or she were an original Holder hereunder.

(b) Each certificate representing Registrable Securities shall (unless otherwise permitted by the provisions of this Agreement) be stamped or otherwise imprinted with a legend substantially similar to the following (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD OF UP TO 180 DAYS IN THE EVENT OF A PUBLIC OFFERING AS SET FORTH IN AN REGISTRATION RIGHTS AGREEMENT AMONG THE COMPANY AND THE ORIGINAL HOLDERS OF THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

The Holders consent to the Company making a notation on its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer established in this Section 2.8.

(c) The first legend referring to federal and state securities laws identified in Section 2.8(b) hereof stamped on a certificate evidencing the Restricted

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Securities and the stock transfer instructions and record notations with respect to such Restricted Securities shall be removed and the Company shall issue a certificate without such legend to the holder of such Restricted Securities if (i) such securities are registered under the Securities Act; or (ii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a public sale or transfer of such securities may be made without registration under the Securities Act; or (iii) such holder provides the Company with reasonable assurances, which may, at the option of the Company, include an opinion of counsel reasonably satisfactory to the Company, that such securities can be sold pursuant to Rule 144 under the Securities Act without volume or manner of sale restrictions.

2.9 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Restricted Securities to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(a) Make and keep adequate current public information regarding the Company available as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) File with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements; and

(c) So long as a Holder owns any Restricted Securities, furnish to the Holder forthwith upon written request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time from and after ninety (90) days following the effective date of the first registration statement filed by the Company for an offering of its securities to the general public), and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as a Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a Holder to sell any such securities without registration.

2.10 Market Stand-Off Agreement. If requested by the Company and an underwriter of Common Stock (or other securities) of the Company, each Stockholder hereby agrees that such Stockholder shall not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, of any Common Stock (or other securities) of the Company held by such Stockholder immediately before the effective date of the Company's Initial Public Offering (other than those included in the registration) during the one hundred eighty (180) day period (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports and (2) analyst recommendations and opinions, including, but not limited to, the restrictions

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contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto) following the effective date of the Company's Initial Public Offering; provided that all of the directors and officers of the Company and one percent (1%) stockholders of the Company agree to the same terms; provided, further that if the Company or the underwriters waive or shorten the lock-up period for any of the Company's officers, directors or stockholders, then the lock-up for each Stockholder will be identically waived or shortened. The obligations described in this Section 2.10 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. The provisions of this Section 2.10 shall not apply to shares of Common Stock acquired in the Initial Public Offering or in the open market following the Initial Public Offering. The Company may impose stop-transfer instructions and may stamp each such certificate with the second legend set forth in Section 2.8(b) hereof with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day period (or such other applicable period). Each Stockholder agrees to execute a market standoff agreement with said underwriters in customary form consistent with the provisions of this Section 2.10.

2.11 Delay of Registration. No Holder shall have any right to take any action to restrain, enjoin, or otherwise delay any registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.12 Transfer or Assignment of Registration Rights. The rights to cause the Company to register securities granted to a Holder by the Company under this Section 2 may be transferred or assigned by a Holder only to: (a) an Affiliate of a Holder (including an Affiliated Fund or entity) or a subsidiary, parent, partner, limited partner, retired partner, member, retired member or stockholder of a Holder; or (b) a Holder's family member or trust for the benefit of an individual Holder or Holder's family member; provided that (i) any such transfer or assignment of Registrable Securities is effected in accordance with the terms of Section 2.8 hereof, and applicable securities laws; (ii) the Company is given written notice prior to said transfer or assignment, stating the name and address of the transferee or assignee and identifying the securities with respect to which such registration rights are intended to be transferred or assigned; (iii) the transferee or assignee of such rights assumes in writing the obligations of such Holder under this Agreement, including without limitation the obligations set forth in Section 2.10; (iv) any such transferee is not engaged in direct competition with the Company as reasonably determined by the Board of Directors; and (v) immediately after such transfer or assignment, the future disposition of the transferred or assigned Registrable Securities by such transferee or assignee shall be restricted under the Securities Act.

2.13 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders holding a majority of the Registrable Securities, enter into any agreement with any Holder or prospective Holder of any securities of the Company giving such Holder or prospective Holder any registration rights unless, under the terms of such agreement, such Holder or prospective Holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the number or Registrable Securities of Holders that are included.

2.14 Termination of Registration Rights. The right of any Holder to request registration or inclusion in any registration pursuant to Section 2.1, 2.2 or 2.3 shall terminate on the earlier of (i) the date on which such Holder holds no Registrable Securities; (ii) five (5) years after the closing of the Company's Initial Public Offering; and (iii) such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation during a three (3)-month period without registration and without the requirement for the Company to be in compliance with the current public information required under Rule 144(c)(1).

### 3. Miscellaneous.

3.1 Amendment. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the holders of at least a majority of the shares of Common Stock (excluding any of such shares that have been sold to the public or pursuant to Rule 144). Notwithstanding the foregoing, this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to the Investor without his written consent, unless such amendment, termination, or waiver applies to all holders of shares of Common Stock in the same fashion. In addition, any amendment to this Agreement which may have a disproportionately adverse effect on any Holder (in relation to any other Holder of Common Stock) will require the prior written consent of such Holder. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon each Holder and each future Holder of all such securities of Holder. Each Holder acknowledges that by the operation of this paragraph, the holders holding at least a majority of the shares of Common Stock (excluding any of such shares that have been sold to the public or pursuant to Rule 144) will have the right and power to diminish or eliminate all rights of such Holder under this Agreement, but only in a manner effecting all such holders equally and subject in each case to the limitations set forth herein.

3.2 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand or by messenger addressed:

(a) if to the Investor, only at the Investor's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof;

(b) if to the Company, one copy should be sent to:

Y-mAbs Therapeutics, Inc.  
750 Third Avenue  
9th Floor  
New York, NY 10017  
Tel. (212) 847-9841  
Facsimile:  
E-mail: gadt@me.com  
Attention: President

With a copy to:

Satterlee Stephens LLP  
230 Park Avenue  
New York, NY 10169  
Facsimile: 212-818-9606  
E-mail: dkinsey@ssbb.com  
Attention: Dwight A. Kinsey, Esq.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid or, if sent by facsimile, upon confirmation of facsimile transfer or, if sent by electronic mail, upon confirmation of delivery when directed to the electronic mail address set forth on the Schedule of Investors.

3.3 Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of New York, without regard to principles of conflicts of law.

3.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto and shall inure to the benefit of and be enforceable by each person who shall be a Holder of Registrable Securities from time to time; provided, however, that prior to the receipt by the Company of adequate written notice of the transfer of any Registrable Securities specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such shares in its records as the absolute owner and holder of such shares for all purposes, including the payment of dividends or any redemption price. The rights of the Investor under this Agreement may be assigned, in whole or in part, to any Affiliate of the Investor in connection with a transfer of the Investor's Registrable Securities by the Investor to such Affiliate.

3.5 Entire Agreement; Rescission of Prior Agreement. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and supersedes all prior written or oral agreements and understandings relating to such subject matter. No party hereto shall be liable or bound to any other party in any manner with regard to the subjects hereof by any warranties, representations or covenants except as specifically set forth herein.

3.6 Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-

defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of

any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

3.7 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

3.8 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

3.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

3.10 Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, including PDF email transmission. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

3.11 Further Assurances. Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

3.12 Affiliated Funds or Aggregation of Stock. All shares of Common Stock and Preferred Stock held or acquired by Affiliated Funds or Affiliated entities or persons or entities under common investment management or control shall be aggregated together for the purpose of determining the availability of any rights or obligations under this Agreement. Additionally, for any Holder that is a partnership, corporation or limited liability company, the general partner, limited partners, retired partners, shareholders, members, retired members and Affiliates of such Holder, or the members or retired members of the foregoing, as applicable, or the estates, beneficiaries and family members of any such general partner, limited partners, retired partners, shareholders, members, and retired members and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "**Holder**," and any pro rata reductions pursuant to Section 2.1 or 2.3 with respect to such Holder shall be based upon the

aggregate amount of Registrable Securities owned by all entities and individuals included in such "**Holder**," as defined in this Section 3.12.

3.13 Acknowledgment. The Company acknowledges that the Investor and his Affiliates currently may be invested in, may invest in or may consider investments in public and private companies, including, without limitation, companies that may compete either directly or indirectly with the Company, and that the execution of this Agreement, the terms hereof and the access to the Company's confidential information hereunder shall in no way be construed to prohibit or restrict the Investor or his Affiliates, as the case may be, from maintaining, making or considering such investments or from otherwise operating in the ordinary course of business. Further, the Company understands and acknowledges that the use by the Investor or his Affiliates, as the case may be, in connection with evaluating investment opportunities, trading securities in the public markets and participating in private investment transactions of any knowledge, experience and know-how that (a) comprises or is based on confidential information of the Company received by the Investor or his Affiliates, as the case may be, pursuant to this Agreement, and (b) is retained in the memory of any authorized representative of the Investor or his Affiliates, as the case may be, after having access to such confidential information (so long as it was not intentionally retained for the purpose of breaching this Agreement) shall not be a breach of hereof.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement effective as of the day and year first above written.

**COMPANY:**

**Y-mAbs Therapeutics, Inc.**

By: \_\_\_\_\_

Name: Thomas Gad  
Title: Founder, Chairman and President

**INVESTOR:**

**Ivan Sebastian Fernandez De Miguel Garcia**

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*[Signature Page to Registration Rights Agreement]*

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**EXHIBIT A**

**LIST OF INVESTORS**

<b>Name</b>	<b>Address</b>	<b>Amount of Investment (USD)</b>	<b>No. of Shares</b>
Ivan Sebastian Fernandez De Miguel Garcia	Paseo de Alcobendas 14, chalet 4 Alcobendas 28109 Madrid, Spain	\$ <b>650,000</b>	69,518

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LICENSE AGREEMENT

for MSK's technology

“[\*\*\*\*] and [\*\*\*\*] antibodies and Multimerization technology”

between

MEMORIAL SLOAN-KETTERING CANCER CENTER

and

Y-MABS THERAPEUTICS, INC.

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**LICENSE AGREEMENT**

This Agreement (the “Agreement”) is effective on the date of the last signature below (“Effective Date”), and is by and between Memorial Sloan-Kettering Cancer Center (“MSK”), a New York not-for-profit corporation with its principal office at 1275 York Avenue, New York, NY, and Y-mAbs Therapeutics, Inc., a Delaware corporation with its principal office at c/o Satterlee Stephens Burke & Burke LLP, 230 Park Avenue, Suite 1130, New York, New York 10169 (“LICENSEE”). MSK and LICENSEE are sometimes referred to singly as “Party” and collectively as “Parties”.

WITNESSETH

WHEREAS, MSK is the owner of certain Licensed Rights (as defined herein) and has the right to grant licenses under said Licensed Rights; and

WHEREAS, MSK desires to have the Licensed Rights utilized in the public interest and is willing to grant a license to its interest thereunder; and

WHEREAS, LICENSEE desire to obtain certain licenses on the terms set forth herein under the Licensed Rights to develop and commercialize Licensed Products and perform Licensed Services (both as defined herein) through a thorough, vigorous and diligent program of exploiting the Licensed Rights

whereby public utilization shall result therefrom;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE 1 - DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

- 1.1 “Affiliate” as used herein in either singular or plural means, with respect to a party, any corporation, company, partnership, joint venture or other entity, which directly or indirectly: (a) Controls, is Controlled by or is under common Control with the specified entity; or (b) both (i) owns, is owned by, or is under common ownership with the specified entity, in whole or in part, and (ii) conducts business under a trade identifier of the specified entity, with the authorization of the specified entity. For purposes of this definition, “Control” of an entity means the direct or indirect ownership or control of at least fifty percent (50%) of the right to direct or cause the direction of the policies and management of such person or entity, whether by the ownership of equity, by contract or otherwise. In any jurisdiction where 50% control is not permitted by applicable law, the “greater than 50%” threshold shall be deemed satisfied by the possession of substantially

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the maximum percentage allowable in such jurisdiction. With regard to MSK, “Affiliate” shall include, without limitation, the Sloan-Kettering Institute for Cancer Research and the Memorial Hospital for Cancer and Allied Diseases.

- 1.2 “Antibody Patent Rights” means
- (a) The United States and foreign patents and patent applications listed in Exhibit A;
  - (b) any other patent or patent application that claims priority to, or common priority with, or is a divisional, continuation, reissue, renewal, reexamination, substitution or extension of any patent or patent application identified on Exhibit A;
  - (c) any patents subsequently issuing on any patent application identified in (a) or (b) above, including any reissues, renewals, reexaminations, substitutions or extensions thereof;
  - (d) any claim of a continuation-in-part application or patent (including any reissues, renewals, reexaminations, substitutions or extensions thereof) that is entitled to the priority date of at least one of the patents or patent applications identified in (a), (b) or (c) above;
  - (e) any foreign counterpart (including PCIs) of any patent or patent application identified in (a), (b), (c) or (d) above; and
  - (f) to the extent legally possible and available for MSK to provide, any supplementary protection certificates, pediatric exclusivity periods, any other patent term extensions and exclusivity periods and the like of any patents and patent applications identified in (a) through (c) above.

Antibody Patent Rights exclude CARs and CARs constructs.

- 1.3 “CARs” means any chimeric antigen receptors.
- 1.4 “CARs Option” shall mean the option granted by MSK to LICENSEE in Section 2.2 hereof.
- 1.5 “Clinical Trial Agreement” means the agreement between LICENSEE and MSK containing the terms and conditions under which the clinical research in relating to this Agreement will be performed
- 1.6 “Commercially Reasonable Efforts” means, with respect to particular obligations or tasks, such level of efforts applied to carry out such obligations or tasks consistent with the efforts used in the biopharmaceutical industry by company of comparable size in connection with the development or commercialization of biopharmaceutical products that are of similar status, to accomplish such

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obligations or tasks, at the same stage of development or commercialization, as applicable, for internally developed products in a similar area with similar market potential, at a similar stage of their product life taking into account the existence of third parties’ (but not LICENSEE’s, Sublicensee’s, or their respective Affiliates’ own) competitive products, the proprietary position of the product, the regulatory structure involved, and the anticipated profitability of the product.

- 1.7 “Confidential Information” shall mean all confidential or proprietary information disclosed by one Party to the other Party relating to and in the performance of this Agreement, including any uses, processes, methods, formulations, clinical data, test results, research and development plans, pricing policies, business plans, sales, information relating to customer identities, characteristics and agreements, financial information and projections, trade secrets, work in progress, future development, marketing, and investors whether in oral, graphic, electronic or any other media or form.
- 1.8 “Contract Half-Year” shall mean the six month periods ending on June 30 and December 31 of each year.
- 1.9 “Control” or “Controlled” means, with respect to Intellectual Property Rights, ownership together with the ability to grant a license without (a) violating the terms of any written agreement with a third party, and/or (b) incurring any payment obligation to a third party.

- 1.10 "Field of Use" shall mean the use of the Licensed Rights in the field of cancer diagnostics and cancer treatments and includes, without limitation, all therapeutic and diagnostic uses. Field of Use excludes CARs, CARs constructs, and products incorporating CARs.
- 1.11 "Intellectual Property Rights" means any or all of the following, and any and all rights anywhere in the world in, arising out of or associated therewith: (a) patent applications or patents; (b) copyrights and other rights in works of authorship; (c) trade secrets; (d) rights in data or Know-How (including both intellectual property rights and personal property rights in tangible personal property), and (e) all other intellectual property rights similar to the foregoing (but in no event including trademarks, trade names, service marks, service names, trade dress rights or other similar rights); in each case, whether or not any of the foregoing is registered, and including, without limitation, rights to apply for, applications for registration of, and any registrations or issuances of, any of the foregoing.
- 1.12 "Know-How" means tangible and intangible technical information, materials, inventions, processes, protocols, procedures, formulations, compounds, compositions, devices, methods, formulae, protocols, techniques, algorithms, software, works of authorship, designs, drawings, results, findings, ideas, concepts, creations, discoveries, developments, techniques, processes, know-how, drawings, designs, specifications, data, content, information, formulas, formulations, algorithms, software, and other technologies or subject matter of

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any kind, in each case, that are (i) not generally publicly known, (ii) Controlled by MSK, and (iii) necessary to make or use Licensed Products claimed by the Patent Rights or perform Licensed Services claimed by the Patent Rights.

- 1.13 "Licensed Process" shall mean any process that is covered in whole or in part by one or more Valid Claims in any country in which such process is practiced or any process which is based upon in whole or in part or otherwise incorporates the Licensed Rights.
- 1.14 "Licensed Products" shall mean any product or products that (i) is covered by (in whole or in part), or is made, uses or is used by a Licensed Process, or that the making, use, sale, offer to sell, or import of which infringes or would infringe one or more Valid Claims, but for the license granted herein and not taking into account the availability of a legal exemption such as experimental use or drug discovery/development such as that provided by 35 U.S.C. § 271(e)(1) and similar provisions in the laws of other jurisdictions, and/or (ii) embodies, contains, incorporates, uses, is used or made through the use of, or was in whole or in part derived from the Know-How. Licensed Products excludes CARs, CARs constructs, and products incorporating CARs. Notwithstanding anything in this Agreement to the contrary, Licensed Products excludes products the composition, manufacture, or use of which is claimed by U.S. Patent 7,666,424 or U.S. Patent 8,148,154, or any patent or patent application claiming priority directly or indirectly to those patents or to U.S. patent applications 10/273,762 or 12/709,848.
- 1.15 "Licensed Rights" shall mean (i) the Know-How, (ii) the Patent Rights, and (iii) all Intellectual Property Rights owned in, to or covering the Know-How, provided, however, that Licensed Rights shall not include any patents or patent applications based on research conducted after the Effective Date of this Agreement, except as otherwise agreed upon in writing.
- 1.16 "Licensed Service" shall mean (a) on a country-by-country basis, any service performed for or on behalf of a third party on a fee-for-services basis or otherwise for consideration, the performance of which in the country in question would, absent the license granted under this Agreement, and not taking into account the availability of a legal exemption such as experimental use or drug discovery/development such as that provided by 35 U.S.C. § 271(e)(1) and similar provisions in the laws of other jurisdictions, (i) infringe or otherwise be within the scope of at least one Valid Claim in that country, and/or (ii) embodies, contains, incorporates, uses, is used or made through the use of, or was in whole or in part derived from the Know-How; or (b) performance of a service for any consideration using a Licensed Product or the practice of a Licensed Process.
- 1.17 "LICENSEE" shall mean Y-mAbs Therapeutics, Inc.
- 1.18 Intentionally Omitted.

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- 1.19 "Multimerization Platform Patent Rights" shall mean
- (a) the United States and foreign, patents and patent applications listed in Exhibit C.
  - (b) any other patent or patent application that claims priority to, or common priority with, or is a divisional, continuation, reissue, renewal, reexamination, substitution or extension of any patent or patent application identified on Exhibit C;
  - (c) any patents subsequently issuing on any patent application identified in (a) or (b) above, including any reissues, renewals, reexaminations, substitutions or extensions thereof;
  - (d) any claim of a continuation-in-part application or patent (including any reissues, renewals, reexaminations, substitutions or extensions thereof) that is entitled to the priority date of at least one of the patents or patent applications identified in (a), (b) or (c) above;
  - (e) any foreign counterpart (including PCTs) of any patent or patent application identified in (a), (b), (c) or (d) above; and
  - (f) to the extent legally possible and available for MSK to provide, any supplementary protection certificates, pediatric exclusivity periods, any other patent term extensions and exclusivity periods and like of any patents and patent applications identified in (a) through (c) above.

- 1.20 “Multimerization Product” means any Licensed Product the composition, manufacture, or use of which is claimed by a Valid Claim in the Multimerization Platform Patent Rights.
- 1.21 “Net Sales” means the gross amount billed by LICENSEE or its Affiliates or its Sublicensees for Licensed Products or for Licensed Services, less the following:
- (a) customary trade, quantity, or cash discounts to the extent actually allowed and taken;
  - (b) amounts repaid or credited by reason of rejection or return;
  - (c) to the extent separately stated on purchase orders, invoices, or other documents of sale, any taxes or other governmental charges levied on the production, sale, transportation, delivery, or use of a Licensed Product or performance of a Licensed Service, which is paid by or on behalf of LICENSEE or Affiliates; and

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- (d) outbound transportation costs prepaid or allowed and costs of insurance in transit.

Each of (a) through (d) above being a “Deductible Expense”

No deductions shall be made for commissions paid to individuals whether they be with independent sales agencies or regularly employed by LICENSEE and on its payroll, or for cost of collections. Net Sales shall occur on the date of billing or invoice for a Licensed Product or Licensed Service.

Customary distribution of samples of Licensed Product or related performance of Licensed Services by LICENSEE or Affiliates shall not be included in any calculation of Net Sales.

In the case of discounts on “bundles” of products or services which include Licensed Products and/or Licensed Services, LICENSEE may, with notice to MSK, discount (or permit the discounting by an Affiliate or Sublicensee of LICENSEE) the bona fide list price of any Licensed Product and/or Licensed Service in such “bundle” by the average percentage discount of all products and services in a particular “bundle,” calculated as follows: average percentage discount on a particular “bundle” =  $[1 - (A/B)] \times 100$ ; where A equals the total discounted price of a particular “bundle” of products and/or services, and B equals the sum of the undiscounted bona fide list prices of each unit of every product and/or services in such “bundle” (including without limitation, the Licensed Products and Licensed Services). With each quarterly royalty report submitted pursuant to Section 6.2 below, LICENSEE shall provide MSK reasonable documentation establishing such average discount with respect to each “bundle.” If LICENSEE cannot so establish the average discount of a “bundle,” Net Sales shall be based on the undiscounted list price of the Licensed Product or Licensed Service, as the case may be, in the “bundle.” If a the Licensed Product or Licensed Service in a “bundle” is not sold separately, and no bona fide list price exists for such the Licensed Product or Licensed Service, the Parties shall mutually agree (such agreement not to be unreasonably withheld by either Party) an imputed list price for such the Licensed Product or Licensed Service and Net Sales with respect thereto shall be based on such imputed list price.

Except as provided in the preceding paragraph, no deductions, credits, rebates, or allowances shall be taken or permitted in calculating Net Sales that depend or are based in whole or in part on the sale or purchase of any product or service that is not a Licensed Product or Licensed Service, including without limitation for the practice commonly known as “bundling.” In no case will Deductible Expenses exceed [\*\*\*\*] of the gross proceeds or exceed [\*\*\*\*] of the fair market value, attributable to Net product Sales. If a Licensed Product is sold, or a Licensed Service performed, for the purpose of creating a finished product for sale, for example a finished therapeutic product for administration to patients, Net Sales shall be calculated on the first arms’ length sale of such finished product, and the sale of the Licensed Product or Licensed Service for the purpose of creating the finished product for sale shall be excluded.

Net Sales shall be determined in accordance with GAAP, but not in any way that reduces the calculations of Net Sales provided herein.

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Additionally, if LICENSEE or a Sublicensee uses a Licensed Product or a Licensed Process for its own internal purposes, or otherwise in a situation that is not related to development of Licensed Products or Licensed Services, then Net Sales shall also include an amount equal to the customary sale price charged to a third party for the same Licensed Product or Process. If there is no customary sale price, then the Net Sales shall be an amount equal to the fair market value.

- 1.22 “Patent Rights” shall mean the Antibody Patent Rights and the Multimerization platform Patent Rights.
- 1.23 “Phase I Trial” means the first phase of a clinical study involving the initial introduction of an investigational new drug into humans (generally, but not always, in the range of 20 to 30 subjects). Phase I studies are typically closely monitored and may be conducted in patients or normal volunteer subjects. These studies are designed to determine the metabolism and pharmacologic actions of the drug in humans, the side effects associated with increasing doses, and, if possible, to gain early evidence on effectiveness that provides data capable of meeting statutory standards for marketing approval. During Phase I, sufficient information about the drug’s pharmacokinetics and pharmacological effects should be obtained to permit the design of well-controlled, scientifically valid, Phase II Trials. For example, “Phase I Trial” includes a human clinical study that satisfies the requirements of 21 C.F.R. § 312.21(a) in the United States, or an equivalent or counterpart of the foregoing in any other country or jurisdiction. For clarity, “Phase I Trial” includes both Phase Ia and Phase Ib trials.
- 1.24 “Phase II Trial” means the second phase of a clinical study, the principal purpose of which is to evaluate the effectiveness of the drug for a particular indication and to determine the common short term side effects and risks associated with the drug in patients with the disease

target being studied, that provides data capable of meeting statutory standards for marketing approval. Phase II Trials usually involve no more than several hundred subjects. For example, “Phase II Trial” includes a human clinical study that satisfies the requirements of 21 C.F.R. § 312.21(b) in the United States, or an equivalent or counterpart of the foregoing in any other country or jurisdiction. For clarity, “Phase II Trial” includes both Phase IIa and Phase IIb trials.

- 1.25 “Phase III Trial” means the third phase of a clinical study involving expanded controlled and uncontrolled trials. They are performed after preliminary evidence suggesting effectiveness of the drug has been obtained, and are intended to gather the additional information about effectiveness and safety that is needed to evaluate the overall benefit-risk relationship of the drug and to provide an adequate basis for physician labeling, to support registration for a product or compound with the FDA and any FDA counterpart, and that provides data capable of meeting statutory standards for marketing approval. Phase III Trials usually include several hundred to several thousand subjects. For example, in the United States, “Phase III Trial” includes a human clinical study that satisfies the requirements of 21 C.F.R. § 312.21(c) in the United States, or an equivalent or

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counterpart of the foregoing in any other country or jurisdiction. For clarity, “Phase III Trial” includes both Phase IIIa and Phase IIIb trials.

- 1.26 “Platform technologies” means platform technologies developed utilizing the Multimerization Platform Patent Rights and Know-How.
- 1.27 “Regulatory Approval” means, with respect to a nation or, where applicable, a multinational jurisdiction, such approvals, licenses, registrations or authorizations that are required to be obtained from a Regulatory Agency prior to the marketing and sale of a Licensed Product for use in the Field in such country or multinational jurisdiction (including, where applicable, pricing approvals necessary to obtain reimbursement).
- 1.28 “Regulatory Authority” means, with respect to any particular country or, where applicable, a multinational jurisdiction, the governmental authority, body, commission, agency or other instrumentality of such country or multinational jurisdiction (e.g., the EMEA with respect to the European Union), with the primary responsibility for the approval of pharmaceutical products before a Licensed Product can be tested, marketed, promoted, distributed or sold in such country or multinational jurisdiction, including such governmental bodies, if any, that have jurisdiction over the pricing of such pharmaceutical product. The term “Regulatory Agency” includes, without limitation, the USFDA, the European Medicines Agency, and the Japanese MHW.
- 1.29 “Royalty Term” shall mean, on a Licensed Product-by-Licensed Product or Licensed Service-by-Licensed Service basis and country-by-country basis, the period from the first commercial sale of such Licensed Product or provision of Licensed Service in such country until the later of: (a) expiration of the last Patent Rights covering such Licensed Product or provision of Licensed Service in such country; (b) expiration of any market exclusivity period granted by a regulatory agency with respect to such Licensed Product or provision of Licensed Service in such country; or (c) fifteen (15) years from the first commercial sale in such country.
- 1.30 “Royalty Year” shall mean each twelve (12) month period commencing January 1 and ending December 31 during the term of this Agreement; provided however, that: (a) the first Royalty Year shall be the period of time commencing with the Effective Date and ending on December 31, 2015; and (b) the last Royalty Year shall be the period of time commencing on January 1 of the year in which this Agreement expires or is terminated, and ending on the date of expiration or termination of this Agreement.
- 1.31 “Sponsored Research Agreement” means the agreement between LICENSEE and MSK containing the terms and conditions under which the sponsored research at MSK will be performed.

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- 1.32 “Sublicensee” means any business entity to which an express sublicense has been granted under the Licensed Rights as further described under Article 3. or with respect to the Licensed Products pursuant to this Agreement. If a third-party wholesaler or distributor does not pay any consideration to LICENSEE for its wholesale or distributor rights, it shall not be considered a Sublicensee; and the resale by such wholesaler or distributor of such Licensed Products or Licensed Services shall not count towards Net Sales by a Sublicensee provided that a royalty is being paid by LICENSEE on the Net Sales of the amount of initial transfer to the wholesaler or distributor pursuant to Article 5.
- 1.33 “Term” shall mean the term of this Agreement which will commence on the Effective Date and expire upon the expiration of the last Royalty Term for any Licensed Product or Licensed Service, unless earlier terminated pursuant to the Article 16 of this Agreement.
- 1.34 “Territory” shall mean worldwide.
- 1.35 “Valid Claim” shall mean a claim of (i) an issued and unexpired patent included within the Patent Rights unless the claim has been held unenforceable or invalid by the final, un-reversed, and un-appealable decision of a court or other government body of competent jurisdiction, has been irretrievably abandoned or disclaimed, or has otherwise been finally admitted or determined to be invalid, unpatentable or unenforceable, whether through reissue, reexamination, disclaimer or otherwise, or (ii) a pending patent application included within the Patent Rights to the extent the claim continues to be prosecuted in good faith for a time period not to exceed [\*\*\*\*] from its earliest asserted priority filing date.

## ARTICLE 2 - GRANT OF LICENSE AND OPTION

- 2.1 License Grant.

- (a) In consideration of Company's satisfaction of all of its obligations hereunder, and subject to the terms and conditions of this Agreement. MSK hereby grants to LICENSEE a worldwide license, in the Field of Use, during the Term of this Agreement, including the right to sublicense (subject to Article 3 hereof), under the Licensed Rights (A) to make, have made, use, offer to sell, sell and import Licensed Products, and (B) to perform Licensed Services.

Except for the reserved rights of MSK in Section 2.1(b), the foregoing license is exclusive with respect to:

- the Antibody Patent Rights.
- those Multimerization Platform Patent Rights that claim a Licensed Product that is also claimed by the Antibody Patent Rights; and

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- those portions of the Know-HOW identified on Exhibit G that are tangible materials, including MSK's Intellectual Property Rights in such tangible materials.

As to the balance of the Licensed Rights, the foregoing license is nonexclusive.

- (b) The grants in Section 2.1 (a) above are subject to, restricted by and non-exclusive with respect to the following non-transferable rights, all of which are reserved by MSK:
- (i) the use of Licensed Rights by MSK and its Affiliates for patient care; noncommercial research; and teaching and other educationally related purposes;
  - (ii) the use of Licensed Rights by the inventors thereof (and their laboratories and collaborators) for patient care; noncommercial research; and teaching and other educationally related purposes; and
  - (iii) any rights reserved to the United States of America under 35 U.S.C. §§ 200-212 or any other applicable governmental law or regulation.

Additionally, MSK may grant or transfer any of the rights licensed to LICENSEE hereunder to any nonprofit educational or research institutions for their internal, noncommercial research activities only, provided that in the case of a transfer of tangible materials. MSK shall promptly provide LICENSEE a copy of the material transfer agreement under which such materials have been transferred.

- (c) MSK reserves all rights not expressly granted in this Agreement. The licenses granted hereunder shall not be construed to confer any rights upon LICENSEE by implication, estoppel or otherwise as to any intellectual property or technology not included in the Licensed Rights.

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### ARTICLE 3 - SUBLICENSES

- 3.1 LICENSEE shall have the unrestricted right to grant sublicenses of its rights granted under Section 2.1; provided that this Agreement has not been terminated. Within [\*\*\*\*] of granting any such sublicense LICENSEE shall notify MSK of such grant and the name and address of each such Sublicensee and furnish a complete copy of all agreements between it and the Sublicensee. LICENSEE further agrees that any sublicenses granted by it shall provide that the obligations to MSK of Article 2. Sections 4.1, 4.2, 4.3 and 15.5 and Articles 6, 7, 8, 9, 10, 11, 12, 13, 14 of this Agreement shall be binding upon the Sublicensee as if it were a party to this Agreement. If a material breach of any of the clauses of this Agreement is caused by Sublicensee, such breach shall be considered a breach committed by LICENSEE, and MSK shall have the right to terminate the Agreement pursuant to Section 16.2 unless the breach is cured, within the [\*\*\*\*] notice period set forth in Section 16.2. LICENSEE shall provide MSK, within [\*\*\*\*] of occurrence, copies of any agreement modifying or terminating a sublicense, or any other agreements with a Sublicensee.
- 3.2 Any subcontractor engaged by LICENSEE to perform for LICENSEE any of its rights and obligations under this Agreement (a "Third Party Subcontractor") shall be party to a written agreement consistent with the terms and conditions of this Agreement, including without limitation, and as applicable, those provisions pertaining to confidentiality, intellectual property rights, and regulatory/safety matters. In all cases, LICENSEE remains fully responsible (i) for the performance of its obligations hereunder regardless of whether such performance has been delegated to a Third Party Subcontractor, and (ii) for the actions and conduct of the Third Party Subcontractor in performance of LICENSEE'S obligations.

- 3.3 LICENSEE may grant a Sublicensee the right to grant further sublicenses provided that the requirements and conditions applicable to the grant of a sublicense shall apply to such grant. Such sub-sublicense agreements shall be treated as sublicense agreements and such sub-Sublicensees shall be treated as Sublicensees for the purpose of this Agreement.

ARTICLE 4 - DILIGENCE

- 4.1 LICENSEE and its Sublicensees shall use Commercially Reasonable Efforts to bring Licensed Products and/or Licensed Services to market and to continue Commercially Reasonable Efforts to market one or more Licensed Products and/or Licensed Services throughout the Term.
- 4.2 LICENSEE shall use Commercially Reasonable Efforts to develop Licensed Products and Licensed Services for use in all applications defined in Licensed Patents, including, but not limited to, pediatric indications, and to form strategic partnerships through sublicenses to exploit such clinical markets. In the event that within [\*\*\*\*] of the Effective Date, LICENSEE has failed to sublicense Patent Rights to a bona fide strategic partner for a particular clinical

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field or additional application claimed in Patent Rights or has failed to prove to MSK that LICENSEE is diligently pursuing development of such additional field(s) and FDA approval for such clinical fields or additional applications, including development of the Licensed Products and Licensed Services for pediatric indications, as shown by written records, such clinical field or additional application shall automatically be excluded from the Field of Use, and MSK shall be free to grant licenses to others for Licensed Products and/or Licensed Services within such excluded field. Without limiting the foregoing: LICENSEE shall meet the following Milestone Activities on or prior to the Expected Completion Date listed below:

- (a) Milestone Activity Expected Completion Date

Milestone Activity	Expected Completion Date
Completion of first Phase I Trial with [****] antibody construct	Within [****] of Effective Date
Dosing of first patient with second [****] antibody construct in a clinical trial	Within [****] of Effective Date
Dosing of first patient with first [****] antibody construct in a clinical trial	Within [****] of Effective Date
Dosing of first patient with second [****] antibody construct in a clinical trial	Within [****] of the Effective Date
Dosing of first patient with first [****]	Within [****] of Effective Date
Dosing of first patient in Phase II Trial with [****] antibody construct	Within [****] of the Effective Date
Dosing of first patient in Phase II Trial with [****] antibody construct	Within [****] of the Effective Date
Dosing of first patient in Phase II Trial with first [****]	Within [****] of Effective Date
Dosing of first patient in Phase III Trial with first [****] antibody construct	Within [****] after completion of phase II clinical trial with [****] antibody construct
Dosing of first patient in Phase III trial with a second [****] antibody construct	Within [****] after completion of first clinical trials with [****] antibody construct.
Dosing of first patient in Phase III Trial with first [****] antibody construct	Within [****] of Effective Date
Dosing of first patient in Phase III trial with a second [****] antibody construct	Within [****] of Effective Date
Dosing of first patient in Phase III Trial with first [****]	Within [****] of Effective Date
Filing for Regulatory Approval for sale of	Within [****] of Effective Date

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[****] antibody construct in <b>first orphan indication</b>	for first Licensed Product
Filing for Regulatory Approval for sale of [****] antibody construct in <b>first orphan indication</b>	Within [****] of Effective Date for first Licensed Product
Filing for Regulatory Approval for sale of [****] antibody construct in <b>first non-orphan indication</b>	Within [****] of Effective Date for first Licensed Product
Filing for Regulatory Approval for sale of [****] antibody construct in <b>first non-orphan indication</b>	Within [****] of Effective Date for first Licensed Product

- (b) Multimerization Platform Technologies: LICENSEE shall [\*\*\*\*]

Milestone Activity	Expected Completion Date
Produce <i>in vitro</i> data demonstrating therapeutic properties of a [****]	[****] from Effective Date
Proof-of-concept data in animals [****]	[****] from Effective Date
Application of Platform Technology to an additional antibody construct	[****] from Effective Date

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LICENSEE acknowledges that commercialization of the Platform Technology is of utmost importance to MSK. LICENSEE shall use Commercially Reasonable Efforts to achieve all Milestone Activities related to the Platform Technologies on or prior to the Expected Completion Date listed above.

Milestone Activities may be modified and Expected Completion Dates extended with MSK's written approval.

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In the event LICENSEE fails to achieve any Milestone Activities on or prior to the Expected Completion Date above, the license granted hereunder shall automatically exclude the Licensed Product for which a Milestone Activity was not completed on or prior to the Expected Completion Date. MSK may treat such failure as a material breach in accordance with Section 16.5. If LICENSEE's failure to meet its diligence obligations under this Agreement is due to circumstances that, in MSK's institutionally reasonable judgment, LICENSEE could not reasonably have avoided and LICENSEE can demonstrate that it has made Commercially Reasonable Efforts to achieve such Milestone Activity on or prior to the allotted Expected Completion Date, then such Milestone Activity Expected Completion Date shall be extended for a commercially reasonable period of time not to exceed [\*\*\*\*]. Such circumstances may include technical difficulties or delays in preclinical or clinical studies or regulatory processes, as well as other conditions beyond the control of LICENSEE, including the occurrence of any Force Majeure Event (as defined herein), but shall not include inability of LICENSEE to obtain funding.

- (c) LICENSEE agrees to give MSK written notice and evidence within thirty (30) days of the achievement of each of the above specific diligence obligations.
- (d) LICENSEE will have delivered to MSK prior to the execution of this Agreement, its detailed business plan for the development of the Licensed Rights, including, for example, relevant schedules of capital investments needed to implement the plan, financial, equipment, facility plans, number and kind of personnel and time planned for each phase of development of the Licensed Rights for a [\*\*\*\*] period, to the extent formed by LICENSEE. LICENSEE shall provide similar reports to MSK annually to relay update and status information on LICENSEE's business, research and development progress, including projections of activity anticipated for the next reporting year, as listed in the template provided in Exhibit B.
- (e) LICENSEE will be solely responsible, at LICENSEE's sole cost and expense, for securing all Regulatory Approval necessary for commercial sale of Licensed Products or provision of Licensed Services. MSK will provide reasonable cooperation through providing LICENSEE, upon LICENSEE's reasonable written request and in a timely fashion, with copies of such documentation and information Controlled by MSK that is reasonably necessary to secure such Regulatory Approval, provided that LICENSEE shall reimburse MSK for the reasonable expenses of providing such documentation and information. LICENSEE shall advise MSK, through annual reports described in Section 4.2(d) above of its program of development for obtaining said approvals.

- 4.3 If LICENSEE is the subject of an inquiry or inspection by a Regulatory Authority or other governmental authority or certification agency in relation to any Licensed

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Product, LICENSEE will notify MSK as soon as reasonably possible and keep MSK reasonably apprised of the results of such it query or inspection.

- 4.4 To assure at least a minimum level of funding to sustain its diligence obligations and otherwise perform under this Agreement, LICENSEE is required to raise funding for itself as follow.
- (a) Within [\*\*\*\*] of the Effective Date. [\*\*\*\*];
  - (b) Before January 1, 2016, an additional [\*\*\*\*]; and
  - (c) Before January 1, 2017, an additional [\*\*\*\*].

Such minimum level of funding must come from equity investments or debt that is convertible into equity securities of the LICENSEE, and must be unqualified, not contingent, and not subject to any prepayment obligations. In addition, no more than [\*\*\*\*] in principal amount of the amounts listed above in (a), (b) and (c) may be incurred through the issuance of convertible debt, and the interest rate of any such convertible debt may not exceed [\*\*\*\*] per annum.

Satisfaction of this obligation shall require LICENSEE to provide documentary evidence reasonably satisfactory to MSK, which shall include bank statements or other proof of funds on deposit in an account solely owned and under the sole control of LICENSEE, as well as the agreements under which such funds were provided, that each required installment of funding has been received, is in the accounts of and under the sole and present control of LICENSEE, and otherwise satisfies the conditions of this Section. Such documentary evidence shall be provided by LICENSEE to MSK no more than ten days after each date specified above.

Failure of LICENSEE to satisfy the requirements of this Section shall be deemed a material breach and shall be cause for immediate termination on written notice from MSK, and the cure periods provided for other breaches in Article 16 shall not apply.

#### ARTICLE 5 - PAYMENTS

- 5.1 For the rights, privileges and licenses granted hereunder. LICENSEE shall pay to MSK, in the manner hereinafter provided, until the end of the Term:
- (a) License Fee: LICENSEE shall pay to MSK a license issue fee of five hundred thousand US dollars (\$500,000), due on the Effective Date.
  - (b) Royalty: LICENSEE shall pay MSK a [\*\*\*\*] royalty on cumulative Net Sales up to [\*\*\*\*] percent [\*\*\*\*] royalty on cumulative Net Sales of Licensed Products or Licensed

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Services in excess of [\*\*\*\*] and [\*\*\*\*] on cumulative Net Sales of Licensed Products or Licensed Services of over [\*\*\*\*] on a Licensed Product-by-Licensed Product or Licensed Service-by-Licensed Service basis. In the case of Net Sales by a Sublicensee, the royalty rates listed above will be reduced by [\*\*\*\*] per tier, i.e., to [\*\*\*\*] respectively. For clarity, "cumulative" refers to the lifetime of the Royalty Term.

- (i) On a country-by-country basis, if the Patent Rights expire prior to the end of the Royalty Term, or if it is not covered by a Valid Claim in such country, the royalty rates above due to MSK after expiration of the Patent Rights shall be reduced by [\*\*\*\*] percent [\*\*\*\*].
- (ii) If the Licensed Products or Licensed Services are not and were never covered by a Valid Claim, the royalty rates above due for such Licensed Products or Licensed Services shall be reduced by [\*\*\*\*] provided that this reduction shall not apply if a reduction is taken under (i) immediately above.
- (iii) In the event that LICENSEE or Sublicensees are legally required to obtain any additional licenses from one or more third parties in order to make, have made, use, lease, offer to sell, sell and/or import Licensed Products or provide Licensed Services, and such license(s) require LICENSEE to make reasonable payments to one or more third parties, LICENSEE may offset a total of [\*\*\*\*] percent [\*\*\*\*] of such third-party payments against any royalty payments that are due to MSK in the same Contract Half-Year.
- (iv) Annual minimum royalty payments, due at each anniversary of the Effective Date, starting five (5) years after the Effective Date, in the amount of eighty thousand dollars (\$80,000) per Royalty Year. The minimum royalty payments shall be nonrefundable but fully creditable against the earned royalty payments required in Section 5.1(b) and may be carried forward until such credit is fully applied.
- (v) No multiple royalties shall be payable because any Licensed Product or Licensed Service, its manufacture, use, lease, sale or provision is or shall be covered by more than one of the Licensed Rights granted under this Agreement.

Notwithstanding the reductions and deductions provided, in no event shall the royalty rate on tiered Net Sales be less than [\*\*\*\*] respectively.

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Royalties shall be payable twice each year, once for each Contract Half-Year.

- (c) Milestones:

Milestone payments as follows:

Milestone Activity	Milestone Payment	Milestone Payment due at the earlier of completion of Milestone Activity or date indicated below:
Completion of first Phase I Trial with first Licensed Product	[****]	Within [****] of Effective Date
Dosing of first patient in clinical trial with second Licensed Product	[****]	Within [****] of Effective Date
Dosing of first patient in clinical trial with third Licensed Product	[****]	Within [****] of Effective Date
Dosing of first patient in clinical trial with fourth Licensed Product	[****]	[****]
Dosing of first patient with [****]	[****]	[****]
Dosing of first patient in first Phase II Trial	[****]	Within [****] of Effective Date
Dosing of first patient in second Phase II Trial	[****]	Within [****] of Effective Date
Dosing of first patient in Phase II Trial with [****]	[****]	[****]
Dosing of first patient in first Phase III Trial	[****]	Within [****] of Effective Date
Dosing of first patient in second Phase III trial	[****]	TBD
Dosing of first patient in third Phase III trial	[****]	Within [****] of Effective Date
Dosing of first patient in fourth Phase III trial	[****]	Within [****] of Effective Date
Dosing of first patient in Phase III Trial with [****]	[****]	[****]
Regulatory approval for sale of first Licensed Product in orphan Indication	[****]	Within [****] of Effective Date
Regulatory approval for sale of second Licensed Product in orphan indication	[****]	[****]
Regulatory approval for sale of third Licensed Product in orphan indication	[****]	Within [****] of Effective Date
Regulatory approval for sale of fourth Licensed Product in orphan indication	[****]	[****]
Regulatory approval for sale of	[****]	[****]

[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

[****]		
Regulatory approval for sale of first Licensed Product in non orphan indication	[****]	Within [****] of Effective Date
Regulatory approval for sale of second Licensed Product in non-orphan indication	[****]	
Regulatory approval for sale of second Licensed Product in non-orphan indication	[****]	Within [****] of Effective Date
Regulatory approval for sale of third Licensed Product in non-orphan indication	[****]	
Regulatory approval for sale of [****]	[****]	
Upon cumulative Net Sales of first Licensed Product to reach [****]	[****]	
Upon cumulative Net Sales of subsequent Licensed Product to [****]	[****]	
Upon cumulative Net Sales of subsequent Licensed Product to reach [****]	[****]	
Upon cumulative Net Sales of subsequent Licensed Product to reach [****]	[****]	

The same milestone payment shall not be due more than once on an individual Licensed Product. For clarity, different constructs of the same antibody are different products, e.g., two different constructs of an [\*\*\*\*] antibody product are two products.

In the event that a specified clinical trial Phase is skipped (e.g., proceeding directly to Phase III from Phase I, or filing an application For Regulatory Approval alter a Phase II trial), or two Phases are combined (e.g., a Phase II/III trial), the milestone shall be due for both events (the Phase that was skipped or the sum of the milestones for the combined trials) such that the total milestone payments are not reduced.

- (d) Sublicensing Income in addition to royalties on Net Sales:
- (i) If revenue is generated through the sublicense of Licensed Rights, excluding the sublicense of Platform Technologies, the following shall apply: LICENSEE shall pay MSK a sublicense fee of [\*\*\*\*] on any revenue generated in a transaction or series of related transactions including a sublicense of Licensed Rights to a third party [\*\*\*\*]

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[\*\*\*\*] on any revenue generated through sublicense of Licensed Rights to a third party after [\*\*\*\*] on any revenue generated through sublicense of Licensed Rights to a third party after [\*\*\*\*] Trial. [\*\*\*\*] on any revenue generated through sublicense of Licensed Rights to a third party after entering into a [\*\*\*\*] on any revenue generated through sublicense of Licensed Rights to a third party after [\*\*\*\*] and [\*\*\*\*] on any revenue generated through sublicense of Licensed Rights to a third party [\*\*\*\*] excluding amounts paid by Sublicense to LICENSEE for Net Sales of Licensed Products or Licensed Services and patent cost reimbursement. Determination of which percent sharing applies shall be made on a product-by-product or process-by-process basis if a bona fide allocation between or among a plurality of Licensed Products or Licensed Services has been made in such transaction with the portions allocated to each equaling the entire revenue generated in the transaction or series of related transactions, and: otherwise, the highest applicable percent shall apply.

- (ii) If revenue is generated in a transaction or series of related transactions including a sublicense of Platform Technologies within the Licensed Rights to a third party, the following shall apply: LICENSEE shall pay MSK a sublicense fee of [\*\*\*\*] of any such revenue if the first transaction is on or prior to [\*\*\*\*] any such revenue if the first transaction is [\*\*\*\*] of any such revenue if the first transaction is [\*\*\*\*] in each case excluding amounts paid by sublicensee to LICENSEE for Net Sales of Licensed Products or Licensed Services and patent cost reimbursement.

If such transaction or series of transactions includes sublicenses under both (i) and (ii) above, determination of which percent sharing applies shall be made by applying those of (i) to Licensed Rights excluding the sublicense of Platform Technologies and those of (ii) to the Platform Technologies, provided that (x) the sum of the portions allocated to each shall equal the entire revenue generated in the transaction or series of related transactions, and (y) a bona fide

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allocation between the groups has been made in such transaction. Otherwise, the highest applicable percent shall apply.

The value of debt or equity, investments, by Sublicensee to LICENSEE as part of such transactions may be excluded, but only if such investments are at fair market value fund in the case of loans, not forgiven) and if the transaction is not structured such that said exclusions reduce any payment otherwise due to MSK.

If consideration to LICENSEE that is subject to sharing with MSK under this section is in a form other than cash, the fair market value of such noncash consideration, shall be used in calculating the amount due MSK, unless MSK agrees in writing to a different method.

For the avoidance of doubt, the payments under this section are in addition to, and not in lieu of, royalties on Net Sales and milestone payments.

- (e) Equity: MSK shall receive twelve and a half percent (12.5%) of founders' equity non-dilutable through twenty-five million dollars (\$25,000,000) in gross cash financing. In addition, MSK shall receive such equity rights as set forth in the form of Shareholders Agreement attached hereto as Exhibit D).
- (f) Research Funding: LICENSEE shall provide research funding [\*\*\*\*] equaling at least [\*\*\*\*] plus indirect costs of [\*\*\*\*] of the total cost over five (5) years immediately following the Effective Date of this Agreement in accordance with the budget generated by MSK to be incorporated into the Sponsored Research Agreement.
- (g) LICENSEE shall further provide at least [\*\*\*\*] dollars [\*\*\*\*] in funding for the clinical development of MSK's 3F8 and 8119 antibody constructs over five (5) years immediately following the Effective Date of this Agreement of which at least [\*\*\*\*] will fund clinical research of said antibody construct (s) at MSK in accordance with the budget generated by MSK to be incorporated into the Clinical Trial Agreement. Indirect costs of [\*\*\*\*] of the total clinical trial cost shall be added to clinical research funded by LICENSEE at MSK.

Scope and use of such research shall be agreed upon and defined in a separate Sponsored Research Agreement and a Clinical Trial Agreement that will be attached to this Agreement as Exhibits E and F, respectively.

For clarity, although separate agreements between the Parties provide the specific terms for paragraphs (e) - (g) above, part of the consideration from LICENSEE to MSK for this

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Agreement are those agreements, and a material breach by LICENSEE of its obligations under those agreements shall be deemed to be a breach of this Agreement as well.

- (h) Priority Review Voucher: LICENSEE will use Commercially Reasonable Efforts to assess the possibility of obtaining a priority review vouchers ("PRVs") under Section 908 of the FDA Safety and Innovation Act and will diligently pursue such PRVs for each product developed.

Should LICENSEE be awarded such a PRV for the humanized 3F8 bi specific antibody as specified in MSK's agreement with the Band of Parents ("BOP"), (hereinafter the "BOP PRV"), the BOP PRV shall be solely owned and controlled by MSK. LICENSEE shall assign all its rights in and to such BOP PRV to MSK. If MSK generates net income from the sale of the BOP PRV after meeting its contractual obligations with the BOP, MSK shall share fifty percent (50%) of such net income with LICENSEE.

Any PRV that is not the BOP PRV will be owned by LICENSEE, LICENSEE shall distribute to MSK forty percent (40%) of income generated from the sale of the first such PRV. LICENSEE shall distribute to MSK one third (1/3) of income generated front sale of any subsequent PRV, or the sale of other comparable incentives provided by any non-U.S. jurisdiction.

The Parties agree that the LICENSEE shall diligently seek to sell any PRV or other comparable incentive provided by any non-US jurisdiction unless the Parties agree otherwise in writing.

- 5.2 Payment Terms: Payments shall be payable [\*\*\*\*] after they are due, paid in United States dollars in New York, NY, or at such other place as MSK may reasonably designate consistent with the laws and regulations controlling in any foreign country, but not in any other currency, If any currency conversion shall be required in connection with the payment of royalties hereunder, such conversion shall be made by using the exchange rate prevailing at the JP Morgan Chase Bank on the last business day of the Contract Half-Year reporting period to which such royalty payments relate. The License Fee due under Section 5.1 (a) above and the past patent costs due under Section 7.1 below shall be due within ten (10) days after the Effective Date, and if such payments are not timely received, this Agreement shall be null, void and without effect.
- 5.3 Interest: LICENSEE shall pay to MSK interest on any amounts not paid when due. Such interest will accrue from the [\*\*\*\*] after the payment was due, at a rate of [\*\*\*\*] per month or the highest rate permitted by law (whichever is less), and shall be compounded monthly. The interest payment will be due and payable on the first day of each month after interest begins to accrue, until full payment of all amounts due MSK is made. MSK rights to receive such interest payments shall be in addition to any other rights and remedies available to MSK.
- 5.4 LICENSEE agrees that it shall not reduce any payments due under the Agreement as the result of co-ownership interests by LICENSEE or any other third party in the Patent Rights.

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#### ARTICLE 6 - REPORTS AND RECORDS

- 6.1 LICENSEE shall keep, and shall require its Affiliates and Sublicensces to keep, full, true and accurate books of account containing all particulars that may be necessary for the purpose of showing the amounts payable to MSK hereunder. Said books and records shall be maintained for a period of no less than five (5) years following the period to which they pertain. For the term of this Agreement, upon reasonable written notice, LICENSEE shall allow MSK or its agents to inspect such books and records for the purpose of verifying LICENSEE'S loyalty statement or compliance in other respects with this Agreement. Such inspections shall be during normal working hours of LICENSEE. Should such inspection lead to the discovery of a discrepancy greater than [\*\*\*\*] dollars [\*\*\*\*], in reporting to MSK's detriment, for any twelve (12) month period, LICENSEE agrees to pay the full cost of such inspection plus interest as stipulated in Article 5.
- 6.2 Commercialization Reports:

LICENSEE, within thirty (30) days of the end of each Contract Half-Year, shall deliver to MSK true and accurate reports, giving such particulars of the business conducted by LICENSEE and its Sublicensees during the preceding six-month period under this Agreement.

The reports shall include at least the following information, to be itemized per Licensed Product and/ or Licensed Service:

- (a) volumes, and unique identifiers (e.g., SKU or otherwise), of Licensed Products sold or otherwise distributed;
- (b) total revenue received on account of (i) Licensed Products sold or otherwise distributed, and (ii) other revenue bearing activities subject to payment hereunder;
- (c) Deductible Expenses (as provided in the definition of "Net Sales");
- (d) Net Sales;
- (e) the portion of Net Sales that was received from Sublicensees;
- (f) total royalties due;
- (g) country of sale;
- (h) foreign currency conversion rate; and
- (i) any other consideration received in the prior quarter.

- 6.3 With each such report submitted, LICENSEE shall pay to MSK the royalties due and payable under this Agreement. If no royalties shall be due, LICENSEE shall so report.

In addition LICENSEE shall also submit semi-annually a detailed report summarizing LICENSEE's research, development, commercialization and other business progress during the prior six (6) months, and its projections of activity anticipated for the next six months (6), Once Regulatory Approval is obtained for a Licensed Product or Licensed Service in the United States, such reports shall be submitted annually instead of semi-annually.

- 6.4 Milestone payments shall be reported and paid when due.
- 6.5 LICENSEE shall promptly provide MSK with copies of any royalty or commercialization reports received by LICENSEE from its Sublicensees.

#### ARTICLE 7 - PATENT PROSECUTION

- 7.1 Patent Cost Reimbursement. LICENSEE shall pay during the term of the Agreement reasonable out-of-pocket expenses borne by MSK for filing, prosecuting and maintaining Patent Rights through a patent counsel of MSK's choice, reasonably acceptable to LICENSEE. LICENSEE shall reimburse MSK for all historic patent costs related to the Patent Rights within [\*\*\*\*] upon receiving itemized historic patent costs, [\*\*\*\*].
- 7.2 MSK shall diligently prosecute and maintain the Patent Rights in the United States and in such countries as are determined by MSK and agreed to by LICENSEE, using counsel of MSK's choice reasonably acceptable to LICENSEE. If LICENSEE does not agree to bear the expense of filing patent applications in any foreign countries in which MSK wishes to obtain patent protection, then MSK may file and prosecute such applications at its own expense and any license granted hereunder shall exclude such countries.
- 7.3 MSK shall provide LICENSEE with copies of all relevant patent prosecution documentation so that LICENSEE may be informed and to give LICENSEE reasonable opportunity to advise MSK on the continuing prosecution, and LICENSEE agrees to keep this documentation confidential
- 7.4 Patent counsel remains counsel to MSK with an appropriate contract (and shall not jointly represent LICENSEE unless mutually agreed to in writing by the Parties)
- 7.5 The Parties agree that they share a common legal interest in obtaining valid, enforceable patents and that LICENSEE will maintain confidential all information received pursuant to this Article 7.

- 7.6 At any time, LICENSEE shall notify MSK if LICENSEE wishes to terminate its license to any of the patent applications or patents within the Patent Rights. LICENSEE shall identify such patent applications and patents to MSK in writing, in which event, thirty (30) days' after receipt of such written notice by MSK, LICENSEE shall have no further obligation to pay any costs and expenses incurred by MSK for the prosecution and maintenance of such identified patents and patent applications. For the avoidance of doubt, MSK may independently, and at its own expense, maintain any such patent applications and patents after such a termination by LICENSEE, and any license granted hereunder shall exclude any such patents and patent applications.
- 7.7 LICENSEE (and its Sublicensees) shall have the right, on a Licensed Product-by-Licensed Product basis, to select a patent will in the Patent Rights to seek a term extension for or supplementary protection certificate under in accordance with the applicable laws of any country. Each Party agrees to execute any documents and to take any additional actions as the other party may reasonably request in connection therewith. LICENSEE shall provide MSK with at least thirty (30) days prior written notice before applying for a patent term extension or supplementary protection certificate for any Licensed Product.

#### ARTICLE 8 - INFRINGEMENT

- 8.1 Monitoring. LICENSEE shall use Commercially Reasonable Efforts to monitor third party infringement of the Patent Rights in the Field of Use. LICENSEE shall keep MSK timely informed of any activities by LICENSEE in regard hereto.
- 8.2 Actions. This Section sets forth the parties' right of enforcement and defense in relation to the Patent Rights.
- (a) First Right. LICENSEE (and its Sublicensees) shall have the first right, but not the obligation, to control the conduct and resolution of any adversarial legal proceeding relating to the Patent Rights (including without limitation any declaratory judgment action, patent infringement action or opposition) during the Term and will be responsible for all expenses related thereto. MSK shall join in any such action, at LICENSEE's request and expense.

(b) Secondary Right. If LICENSEE does not wish to exercise either of the foregoing rights in (a), LICENSEE shall provide MSK with written notice that LICENSEE declines such right, and after receiving such notice, MSK shall have the secondary right to undertake such infringement action or defend against such challenge.

8.3 Cooperation. To the extent either Party (or its Sublicensees) conducts any legal proceedings in relation to the enforcement or defense of Patent Rights in the Field of Use, it shall keep the other Party reasonably informed of such proceedings. The other Party shall cooperate in all respects and, to the extent reasonably

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possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens, and the like at the expense of the requesting party. Notwithstanding anything to the contrary: (a) in any action conducted by MSK, MSK may use the name of LICENSEE as party plaintiff, and LICENSEE will join any such action as may be requested by MSK; (b) in any action conducted by LICENSEE, LICENSEE may affect joinder of MSK, if MSK is an indispensable or necessary party under the applicable law; and (c) no settlement, consent judgment or other voluntary final disposition of any action by LICENSEE that admits or impairs the invalidity or unenforceability of the Patent Rights may be entered into without the prior written consent of MSK.

8.4 Costs and Recoveries. All costs of any action by either Party to enforce, or to defend against a challenge to, the Patent Rights shall be borne by such party, which shall keep any sums recovered or obtained in connection therewith (whether as damages, reasonable royalties, license fees, or otherwise in judgment or settlement derived therefrom), except that in the case of actions commenced by LICENSEE, the excess of such sums over such costs shall be treated as Net Sales subject to MSK's rights under this Agreement to collect royalties thereon. For the avoidance of doubt, LICENSEE may not deduct from Net Sales any portion of LICENSEE'S costs or expenses related to any investigation, enforcement, defense, judgment or settlement of any such actions.

8.5 Third Party Patents. In the event LICENSEE is sued for patent infringement or, threatened with such suit, it shall promptly notify MSK. If LICENSEE is permanently enjoined from exercising its license rights granted hereunder LICENSEE may terminate this Agreement upon thirty (30) days prior written notice to MSK. In any such action, LICENSEE shall be fully responsible for all its costs, including expenses, judgments and settlements.

8.6 Patent Challenges by LICENSEE. LICENSEE will provide written notice to MSK at least three (3) months prior to LICENSEE or any of its Affiliates bringing any legal proceeding to challenge the validity or enforceability any claim included in the Patent Rights (a "Patent Challenge"), including: (a) stating the basis for such Patent Challenge; and (b) providing a copy of all relevant prior art or other materials used as the basis for such Patent Challenge. In the event that LICENSEE brings a Patent Challenge: (i) MSK may at any time thereafter terminate this Agreement upon written notice to LICENSEE; (ii) during pendency of the Patent Challenge, all license fees, milestone payments and royalties due under this Agreement will be doubled; and (iii) in the event of an unsuccessful Patent Challenge by LICENSEE, (A) LICENSEE shall reimburse MSK for all reasonable costs and attorney fees that MSK incurs in connection with such Patent Challenge, and (B) starting on the date (if at all) that the Patent Challenge is determined to be Unsuccessful, all license fees, milestone payments and royalty rates due as per this Agreement will be trebled. As used herein, "Unsuccessful" means that, upon the conclusion of the action before the court or other governmental authority in which the Patent Challenge was brought, LICENSEE

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failed to obtain a judgment that all of the patent claims within the Patent Challenge were invalid or unenforceable

#### ARTICLE 9 - CONFIDENTIALITY

Each Party agrees that Confidential Information of the other Party disclosed to it or to its employees under this Agreement shall for five (5) years after disclosure:

- (a) be used only in connection with the legitimate purposes of this Agreement;
- (b) be disclosed only to those who have a need to know it in connection with the Agreement; and
- (c) be safeguarded with the same care normally afforded confidential information in the possession, custody or control of the party holding the Confidential Information but no less than reasonable.
- (d) not be disclosed, divulged or otherwise communicated except with the express written consent of the disclosing party.

The foregoing shall not apply when, after and to the extent the Confidential Information is required to be disclosed for minimal compliance with court orders, statutes or regulations or MSK or LICENSEE audits for compliance with such regulatory requirements, provided that prior to any such disclosure to the extent reasonably practicable and legally permeable, the Party from whom disclosure is sought shall promptly notify the other Party and shall afford such other Party the opportunity to challenge or otherwise lawfully seek limits upon such disclosure of Confidential Information.

#### ARTICLE 10 - INDEMNIFICATION, PRODUCT LIABILITY

10.1 LICENSEE will indemnify, defend and hold harmless (and cause its Sublicensees to so indemnify, defend and hold harmless) MSK and its respective trustees, directors, officers, medical and professional staff, employees, students, and agents and their respective successors, heirs, and assigns (each an "Indemnitee"), against all Third Party Claims (as defined herein) and expenses (including legal expenses and reasonable attorney's fees) arising out of the death of or injury to any person or persons, or out of any damage to property, against any infringement or misappropriation of intellectual property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from the production, manufacture, sale, use, lease, consumption, or advertisement of Licensed Products hereunder or from a breach by LICENSEE of any of its representations, warranties or obligations under this Agreement, provided however, that

willful misconduct. The Indemnitee will promptly give notice to LICENSEE of any claims or proceedings which might be covered by this Section 10.1 and LICENSEE will have the right to defend the same, including selection of counsel and control of the proceedings; provided that LICENSEE will not, without the written consent of the Indemnitee, settle or consent to the entry of any judgement with respect to such third party claims (i) that does not release the Indemnitee from all liability with respect to such third party claim, or (ii) which may materially adversely affect the Indemnitee or under which the Indemnitee would incur any obligation or liability, other than one as to which LICENSEE has an indemnity obligation hereunder. MSK agrees to cooperate and provide reasonable assistance to such defense at LICENSEE'S expense. MSK at all times reserves the right to select and retain counsel of its own at its own expense to defend MSK's interests.

- 10.2 For the Term of this Agreement, upon the commencement of clinical use, production, sale, or transfer, whichever occurs first, of any Licensed Product or Licensed Service, LICENSEE shall obtain and carry in full force and effect general liability insurance that shall protect LICENSEE and MSK in regard to events covered by Section 10.1 above. Such insurance shall be written by a reputable insurance company, shall list MSK as an additional named insured thereunder, shall be endorsed to include liability coverage, and shall require thirty (30) days written notice to be given to MSK prior to any cancellation or material change thereof. The limits of such insurance shall not be less than [\*\*\*\*] per occurrence with an annual aggregate of [\*\*\*\*] for personal injury, death or property damage. LICENSEE shall provide MSK with Certificates of Insurance evidencing the same and provide MSK with prior written notice of any material change in or cancellation of such insurance.
- 10.3 This Agreement and the licenses granted herein shall immediately and automatically terminate without notice in the event LICENSEE or its Sublicensees or other party acting under authority of LICENSEE, fails to obtain the insurance required under Section 10.2, or if the insurance lapses or is cancelled. A termination occurring under this paragraph shall occur and become effective at the time such insurance coverage ends or becomes required and is not obtained, and LICENSEE or its Sublicensees shall then have no right to complete production and sale of Licensed Products. Nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination. Notwithstanding the foregoing, in the [\*\*\*\*] period subsequent to the date of such an automatic termination of this Agreement by operation of this paragraph, to the extent that such rights are still available for licensing, LICENSEE shall have the right to reinstate the effectiveness of this Agreement by obtaining the required insurance, whereupon this Agreement shall automatically become effective as of the date of reinstatement of said insurance, and shall remain in full force and effect without any further action of the parties.

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- 10.4 MSK shall at all times during the term of this Agreement and thereafter, indemnify LICENSEE and its Affiliates, and its/their respective directors, managers, officers, employees, representatives and agents (the "LICENSEE Indemnitees"), against all any and all damages and judgments (including settlements) on claims brought by third parties (a "Third Party Claim") on account of the (i) the development, manufacture, sale, promotion, marketing or use of Licensed Products or MSK products, in or outside the Territory, by MSK or its Affiliates or sublicensees (other than LICENSEE or its Affiliates or sublicensees) or their respective customers (including products liability claims), or (ii) the exercise of rights retained by or on behalf of MSK under this Agreement, including, without limitation, any infringement or third party personal injury or damage to tangible personal property. The foregoing obligations of MSK shall not apply to the extent of any losses for which LICENSEE has an obligation to indemnify MSK pursuant to Section 10.1 For any such losses as to which each Party has an indemnification obligation pursuant to Sections 10.1 and 10.4, each Party shall indemnify the other to the extent of the indemnifying Party's respective fault (a Party's fault being defined by those categories for which it must indemnify the other Party pursuant to Section 10.2 or 10.4) for the losses.

Notwithstanding anything in this Agreement to the contrary, (i) the maximum exposure and liability of MSK under this Section 10.4 is capped at the amounts paid or to be paid by LICENSEE to MSK hereunder, and (ii) any liability of MSK to pay LICENSEE or LICENSEE Indemnitees under this Section 10.4 shall be satisfied only in the form of an offset for LICENSEE of amounts otherwise due and payable by LICENSEE and no actual payments by MSK to LICENSEE or LICENSEE Indemnitees shall ever be required.

- 10.5 In the case of a Third Party Claim made by any Person who is not a Party to this Agreement (or an Affiliate thereof) as to which a Party (the "Indemnitor") may be obligated to provide indemnification pursuant to this Agreement, such Party seeking indemnification hereunder ("Indemnitee") will notify the Indemnitor in writing of the Third Party Claim (and specifying in reasonable detail the factual basis for the Third Party Claim and, to the extent known, the amount of the Third Party Claim) reasonably promptly after becoming aware of such Third Party Claim; provided, however, that failure to give such notification will not affect the indemnification provided hereunder except to the extent the Indemnitor shall have been actually prejudiced as a result of such failure.

If a Third Party Claim is made against an Indemnitee and the Indemnitor acknowledges in writing its obligation to indemnify the Indemnitee therefore, the Indemnitor will be entitled, within [\*\*\*\*] after receipt of written notice from the Indemnitee of the commencement or assertion of any such Third Party Claim, to assume the defense thereof (at the expense of the Indemnitor) with counsel selected by the Indemnitor and reasonably satisfactory to the Indemnitee, for so long as the Indemnitor is conducting a good faith and diligent defense. Should the Indemnitor so elect to assume the defense of a Third Party Claim, the Indemnitor will not be liable to the

Indemnitee for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof; provided, that if under applicable standards of professional conduct a conflict of interest exists between the Indemnitor and the Indemnitee in respect of such claim, such Indemnitee shall have the right to employ separate counsel (which shall be reasonably satisfactory to the Indemnitor) to represent such Indemnitee with respect to the matters as to which a conflict of interest exists and in that event the reasonable fees and expenses of such separate counsel shall be paid by such Indemnitor; provided, further, that the Indemnitor shall only be responsible for the reasonable fees and expenses of one separate counsel for such Indemnitee. If the Indemnitor assumes the defense of any Third Party Claim, the Indemnitee shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnitor. If the Indemnitor assumes the defense of any Third Party Claim, the Indemnitor will promptly supply to the Indemnitee copies of all correspondence and documents relating to or in connection with such Third Party Claim and keep the Indemnitee informed of developments relating to or in connection with such Third Party Claim, as may be reasonably requested by the Indemnitee (including, without limitation, providing to the Indemnitee on reasonable request updates and summaries as to the status thereof). If the Indemnitor chooses to defend a Third Party Claim, all Indemnitees shall reasonably cooperate with the Indemnitor in the defense thereof (such cooperation to be at the expense, including reasonable legal fees and expenses, of the Indemnitor). If the Indemnitor does not elect to assume control of the defense of any Third Party Claim within the [\*\*\*\*] period set forth above, or if such good faith and diligent defense is not being or ceases to be conducted by the Indemnitor, the Indemnitee shall have the right, at the expense of the Indemnitor, after [\*\*\*\*] Business Days' notice to the Indemnitor of its intent to do so, to undertake the defense of the Third Party Claim for the account of the Indemnitor (with counsel selected by the Indemnitee), and to compromise or settle such Third Party Claim, exercising reasonable business judgment.

If the Indemnitor acknowledges in writing its obligation to indemnify the Indemnitee for a Third Party Claim, the Indemnitee will agree to any settlement, compromise or discharge of such Third Party Claim that the Indemnitor may recommend that by its terms obligates the Indemnitor to pay the full amount of Losses (whether through settlement or otherwise) in connection with such Third Party Claim and unconditionally and irrevocably releases the Indemnitee completely from all liability in connection with such Third Party Claim; provided, however, that, without the Indemnitee's prior written consent, the Indemnitor shall not consent to any settlement, compromise or discharge (including the consent to entry of any judgment), and the Indemnitee may refuse in good faith to agree to any such settlement, compromise or discharge, that provides for injunctive or other non-monetary relief affecting the Indemnitee. If the Indemnitor acknowledges in writing its obligation to indemnify the Indemnitee for a Third Party Claim, the Indemnitee shall not (unless required by law) admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Indemnitor's prior written consent (which consent shall not be unreasonably withheld).

## ARTICLE 11 - REPRESENTATIONS WARRANTIES AND DISCLAIMERS

### 11.1 Representations and Warranties of LICENSEE LICENSEE hereby represents and warrants to MSK that

- (a) LICENSEE is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to execute and deliver this Agreement;
- (b) The execution, delivery and performance of this Agreement by LICENSEE have been duly authorized by all corporate action on the part of LICENSEE and that LICENSEE has the right to enter into and bind itself to this Agreement;
- (c) As of the Effective Date, the execution and performance of Licensee's obligations under this Agreement does not conflict with, cause a default under, or violate any existing contractual obligation that may be owed by Licensee to any third party; and
- (d) All Licensed Products produced under the licenses granted herein will be manufactured in all material respects in accordance with applicable federal, state and local laws, rules and regulations, including, without limitation, in all material respects in accordance with all applicable rules and regulations of the USFDA and other Regulatory Authorities.

### 11.2 Representations and Warranties of MSK

MSK hereby represents and warrants to LICENSEE that:

- (a) MSK is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of New York and has all required corporate power and authority to execute and deliver this Agreement;
- (b) the execution, delivery and performance of this Agreement by MSK have been duly authorized by all necessary corporate action on the part of MSK, and MSK has the right to enter into and bind itself to this Agreement;
- (c) as of the Effective Date, the execution and performance of MSK's obligations under this Agreement do not conflict with, cause a default under, or violate any existing contractual obligation that may be owed by MSK to any third party;
- (d) as of the Effective Date, there is no pending, or to the knowledge of the signatory of this Agreement for MSK and such person's direct reports.

threatened infringement claim related to any of the Patent Rights granted hereunder.

- (e) MSK is the sole and exclusive legal owner of the entire right, title, and interest in and to all patent applications and issued patents that are part of the Patent Rights, except for the license to and rights of the United States under 35 U.S.C. § 200 et seq. and related regulations;
- (f) MSK has, and throughout the Term will not itself compromise, the right, power and authority to grant the licenses granted hereunder;
- (g) MSK has not granted and will not grant any licenses or other rights to any third parties that would materially interfere with or limit the rights granted to LICENSEE herein; and
- (h) There are no actions, suits, claims, investigations or proceedings involving MSK pending, or to the best of MSK's knowledge threatened, relating to any of the Licensed Rights.

### 11.3 Disclaimer.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MSK MAKES NO REPRESENTATIONS, NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY OF LICENSED RIGHTS, CLAIMS ISSUED OR PENDING OR THAT THE MANUFACTURE, SALE OR USE OF THE LICENSED PRODUCTS OR THE PROVISION OR THE CONSUMPTION OF LICENSED SERVICES WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFIT, FROM ITS PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

## ARTICLE 12 - EXPORT CONTROLS

It is understood that MSK is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act, as amended and the Export Administration Act of 1979), and that its obligations hereunder are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by LICENSEE that LICENSEE shall not export data or commodities to certain

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foreign countries without prior approval of such agency. MSK neither represents that a license shall not be required nor that, if required, it shall be issued

## ARTICLE 13 - NON-USE OF NAMES

Neither Party shall use the name of the other Party, not of any of their employees, not any adaptation thereof, in any press release, advertising, promotional or sales literature without prior written consent obtained from the other Party in each case. During and after the term of this Agreement, neither Party shall utilize or register any trademark, service mark, tradename, or other trade identifier of the other Party, or that contains (in whole or in part) or is confusingly similar to the foregoing, or is a translation of any of the foregoing, without the prior express written consent of the other Party. Notwithstanding the above, each Party may freely disclose in the ordinary course of business (but not in a press release, except with prior approval) that it has entered into this Agreement.

## ARTICLE 14 - PUBLICATION

LICENSEE recognizes and accepts that under MSK's mission as an academic medical center, MSK and its investigators must have a meaningful right to publish without LICENSEE's approval or editorial control. MSK reserves the right to publish the scientific findings from research related to Licensed Rights and clinical use of Licensed Products and Licensed Services. If any proposed publication (e.g., manuscript, abstract or other public disclosure), contains Confidential Information of LICENSEE or its Affiliates or Sublicensees, MSK will submit the abstract or manuscript to LICENSEE at least thirty (30) calendar days before public disclosure thereof, and LICENSEE shall have the right to review and comment upon the proposed public disclosure in order to protect such Confidential Information and the patentability of any inventions disclosed therein. Upon LICENSEE's request, public disclosure shall be delayed up to sixty (60) additional calendar days to enable LICENSEE to secure adequate intellectual property protection of any patentable subject matter contained therein that would otherwise be affected by the publication.

## ARTICLE 15 - ASSIGNMENT

No Party may assign or delegate any or all of its rights or obligations under this Agreement, or transfer this Agreement, without the prior written consent of the other Party, except that (a) either Party shall have the right to assign any of its rights, delegate any of its obligations, or transfer this Agreement without such consent (i) to an Affiliate or (ii) as part of a merger or acquisition or other transfer of all or substantially all of the assets of its business to which this Agreement pertains, in each case provided that the assignor remains responsible for performance and the assignee accepts all terms and obligations of this Agreement, and (b) MSK may without consent of LICENSEE freely assign all or any portion of the cash payments due under this Agreement to a Third Party. Additionally, LICENSEE shall, on prior consent of MSK (such consent not to be unreasonably withheld or delayed), be permitted to assign this Agreement in connection with the sale or transfer of a limited portion of its business to which this Agreement pertains. Except as set forth herein, any assignment, delegation or transfer by any Party without the consent of the other Party shall be void and of no effect. For the avoidance of doubt, LICENSEE's right to assign is conditioned on its assignee's acceptance of all

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obligations of this Agreement including but not limited to those of Article 18 concerning choice of law and forum.

#### ARTICLE 16 - TERMINATION

- 16.1 Term. This Agreement commences on the Effective Date and shall remain in effect, until the end of the Royalty Term, as provided in Section 1.13 unless sooner terminated in accordance with the provisions herein.
- 16.2 Bankruptcy or Cessation/Enjoinder of Business. MSK may terminate this Agreement upon written notice to LICENSEE if: (a) LICENSEE becomes insolvent; (b) a petition in bankruptcy is filed against LICENSEE and is consented to, acquiesced in or remains undismissed for thirty (30) days; (c) LICENSEE or makes a general assignment for the benefit of creditors, or a receiver is appointed for LICENSEE, and LICENSEE does not return to solvency before the expiration of a thirty (30) day period; (d) LICENSEE ceases to do business; or (e) if the enactment of any law, decree, or regulation, or the issuance of any order (including, but not limited to, an injunction), by any governmental authority renders it impracticable or impossible for LICENSEE to perform any of its obligations hereunder.
- 16.3 Nonpayment. If LICENSEE fails to pay MSK fees, royalties, ongoing patent expenses or other amounts payable hereunder, and such payments remain past due for more than thirty (30) days, MSK shall have the right to terminate this Agreement on thirty (30) days prior written notice to LICENSEE, unless LICENSEE pays to MSK within the thirty (30) day notice period, all fees, royalties and patent expenses, together with any interest then due and payable thereon. If LICENSEE after such written notice makes such payment to avoid termination, and if LICENSEE's obligation to make such payment was or becomes the subject of a good faith dispute between the Parties, such payment shall be returned to LICENSEE by MSK if a final, unappealable judgment in an action commenced within six months of LICENSEE's making of said payment determines in favor of LICENSEE what such payment was not owed.
- 16.4 Criminal Activity. MSK may terminate this Agreement upon immediate written notice to LICENSEE if LICENSEE is convicted in a final judgment of a felony relating to the manufacture, use, or sale of Licensed Products in any jurisdiction where LICENSEE manufactures, uses or sells Licensed Products; provided, no such termination may be made until any appeal(s) of such conviction are exhausted and only then if such conviction is not reversed.
- 16.5 Breach, in addition to any other termination right specified in this Agreement, MSK may terminate this Agreement upon [\*\*\*\*] prior written notice to LICENSEE, if LICENSEE materially breaches a provision of this Agreement, unless:

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**[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

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- (a) LICENSEE cures any such breach prior to the expiration of the [\*\*\*\*] period; or
- (b) LICENSEE has taken reasonable steps to cure such breach prior to the expiration of [\*\*\*\*] cure period and has demonstrated to MSK's reasonable satisfaction that such breach, is likely to be cured within a reasonable time thereafter not to exceed [\*\*\*\*] days, or
- (c) before the end of the [\*\*\*\*] day cure period, LICENSEE notifies MSK that it has failed to achieve any of the Milestone Activities described herein within the timeframes specified due to causes that are beyond the reasonable control of LICENSEE (e.g., regulatory action or delay, low patient enrollment, Force Majeure Event, and/or delays caused by MSK), notwithstanding LICENSEE's reasonable, good faith efforts to achieve those Milestone Activities, then LICENSEE will not be deemed in default or breach of this Agreement and the timeframe for achieving those milestones will be deemed automatically extended by the time of the delay reasonably attributable to the causes that were beyond LICENSEE's control as long as LICENSEE diligently and continuously pursues the achievement of such milestones, but in no event shall such extension be longer than [\*\*\*\*].
- 16.6 Termination by LICENSEE. LICENSEE may terminate this Agreement in its entirety without cause on [\*\*\*\*] days' notice to MSK; provided, however, once the performance of marketing, manufacture, sales, distribution and support activities of a Licensed Product and/ or Licensed Service ("Commercialization") have commenced, LICENSEE may terminate this Agreement with such notice only if all Commercialization activities of LICENSEE, Sublicensees, and their Affiliates have been permanently discontinued.
- 16.7 Product Sell Off. In the event of expiration (but not termination) of this Agreement, LICENSEE and its Sublicensees shall have the right for [\*\*\*\*] thereafter to dispose of all Licensed Products then in its inventory, contingent upon LICENSEE: (a) providing to MSK an inventory identifying the volumes of Licensed Products on hand that were manufactured prior to the termination date, certified and signed by an officer of the LICENSEE; and (b) continuing to submit all reports and make all payments (including, without limitation, royalties) that would have been required in accordance with this Agreement, if this Agreement had not terminated.
- 16.8 Dispute Resolution. The Parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner, including, without limitation, the achievement of any Milestone Activities on or prior to any Expected Completion Date, under Article 4 of this Agreement. If a disagreement between the Parties cannot be resolved through informal discussions, it shall be deemed a "Dispute" upon one party (the

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“Declaring Party”) declaring, by the delivery of a written notice (the “Notice”) to the other party, that a Dispute exists. The Notice shall specify the nature and cause of the Dispute and the action that the Declaring Party deems necessary to resolve the Dispute. Following receipt of the Notice, the Parties shall use good faith efforts to resolve the Dispute within [\*\*\*\*] of the date of such Notice, including making personnel with appropriate decision-making authority available to the other Party to discuss resolution of the Dispute. In the event Dispute cannot be resolved by mutual agreement within such [\*\*\*\*] period, the Parties may, by the election of either Party, submit the Dispute to non-binding dispute resolution before a mediator expert in the field, selected by mutual agreement within [\*\*\*\*] of a written request for mediation submitted by either Party. Said mediation shall be held in the County of New York, State of New York, at such place as shall be mutually agreed upon by the Parties.

16.9 Effect on Sublicensees. All sublicenses, and rights of Affiliates and Sublicensees, will terminate as of the effective date of termination of this Agreement, provided, however, that if at the effective date of termination any Sublicensee is in good standing with regard to its obligations under its sublicense and agrees to assume the applicable obligations of LICENSEE hereunder, then, at the request of the Sublicensee, such sublicense shall survive such termination or expiration of this Agreement and be assigned to MSK with respect to the Licensed Product, Licensed Services, and Licensed Rights; provided, in such case the obligations of MSK to Sublicensee shall not exceed the obligations of MSK to LICENSEE under the Agreement.

16.10 Survival. Upon any expiration or termination of this Agreement, the following shall survive:

- (a) any provision expressly indicated to survive;
- (b) any liability which any Party has already incurred to another Party prior to expiration or termination;
- (c) LICENSEE’s reporting and payment obligations for activities occurring prior to expiration or termination (or pursuant to 16.4 (entitled Product Sell Off)); and
- (d) ARTICLE 1 (entitled Definitions), ARTICLE 9 (entitled Confidentiality), ARTICLE 10 (entitled Indemnification, Product Liability), ARTICLE 11 (entitled Representations, Warranties and Disclaimers), ARTICLE 13 (entitled Non-Use of Names), ARTICLE 17 (entitled Notices and Other Communications), ARTICLE 18 (entitled Miscellaneous Provisions), Section 16.9 (entitled Effect on Sublicensees), and 16.10 (entitled Survival).

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#### ARTICLE 17 - NOTICES AND OTHER COMMUNICATIONS

Except for payments, each notice or other communication pursuant to this Agreement shall be sufficiently made or given when delivered by courier or other means providing proof of delivery to such Party at its address below or as it shall designate by written notice given to the other Party:

In the case of MSK:

Memorial Sloan-Kettering Cancer Center  
Office of Technology Development

If by mail: 1275 York Ave., Box 524  
New York, NY 10065

If by courier: 600 Third Avenue, 16th floor  
New York, NY 10016

Attn: Vice President, Technology Development  
Tel: 1-212-639-6181 (not for notice)  
Fax: 1-212-888-1120 (not for notice)

With copies to:

Memorial Sloan-Kettering Cancer Center  
Office of General Counsel

If by mail: 1275 York Ave.  
New York, NY 10065

If by courier: 1275 York Ave.  
New York, NY 10065

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In the case of LICENSEE

Y-mAbs Therapeutics, Inc.

If by mail: c/o Satterlee Stephens Burke & Burke LLP  
230 Park Avenue, Suite 1130  
New York, NY 10169

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Attn: Dwight A. Kinsey  
Tel: 212-818-9200  
Fax: 212-818-9606

If by courier: c/o Satterlee Stephens Burke & Burke LLP  
230 Park Avenue, Suite 1130  
New York, NY 10169  
Attn: Dwight A. Kinsey

With copies to

Satterlee Stephens Burke & Burke  
230 Park Avenue, Suite 1130  
New York, NY 10169

Attn: Dwight A. Kinsey  
Tel: 1-212-818-9200  
Fax: 1-212-818-9606  
Email: dkinsey@ssbb.com

#### ARTICLE 18 - MISCELLANEOUS PROVISIONS

- 18.1 Choice of Law. Choice of Forum. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of New York, without giving effect to any choice/conflict of law principles, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was filed or granted. The state and federal courts located in New York County, New York, shall have exclusive jurisdiction of any claims or actions between or among the parties arising out of or relating to this Agreement, and each Party consents to venue and personal jurisdiction of those courts for the purpose of resolving any such disputes.
- 18.2 Severability. Except to the extent a provision is stated to be essential, or otherwise to the contrary, the provision of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.
- 18.3 Marking. LICENSEE agrees to legibly mark the Licensed Products (and packaging, marketing materials, package inserts, patient information leaflets, and other documentation therefore) sold in the United States with all applicable United States patent numbers, and other notices relating to MSK's Patent Rights, such markings and notices to be in accordance with any written guidelines that

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may be provided by MSK from time to time. All Licensed Products shipped to or sold in other countries shall be marked in such a manner as to conform to the patent laws and practice of the country of manufacture or sale. In connection with such patent marking, LICENSEE shall also include a statement that the Licensed Product is made under license from MSK.

- 18.4 Waiver. The failure of either party to assert a right hereunder 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 by the other party.
- 18.5 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be an original and all such counterparts shall together constitute but one and the same agreement.
- 18.6 Force Majeure Event. Neither Party shall lose any rights hereunder or be liable to the other Party for damages or losses (except for payment obligations) on account of failure of performance by the defaulting party to the extent such the failure is occasioned by war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions (except if imposed due to or resulting from the Party's violation of law or regulations), failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence, intentional conduct or misconduct of the nonperforming party and the nonperforming Party has exerted all reasonable efforts to avoid or remedy such force majeure (each a "Force Majeure Event"); provided, however, that in no event shall (a) a Party be required to settle any labor dispute or disturbance, or (b) a force majeure excuse performance for a period of more than six months. For clarity, a failure to obtain funding shall not constitute a force majeure event.
- 18.7 Further Assurances. At any time or from time to time on and after the date of this Agreement, MSK shall at the written request of LICENSEE and at LICENSEE's expense, execute, and deliver or cause to be delivered, all such consents, documents or further instruments required by law to register or confirm the licenses granted in this Agreement.

- 18.8 Entire Agreement. This Agreement, including its attachments and exhibits (which attachments and exhibits are incorporated herein by reference), constitutes the entire understanding among and between the parties with respect to the subject matter hereof, and supersedes all prior agreements and communications, whether written, oral or otherwise. This Agreement may only be modified or supplemented in a writing expressly stated for such purpose and signed by the parties to this Agreement
- 18.9 Relationship between the Parties. The relationship between the parties under this Agreement is that of independent contractors. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or agency relationship between any of the Parties. No Party is a legal representative of any

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other party, and no Party can assume or create any obligation, liability, representation, warranty or guarantee, express or implied, on behalf of another Party for any purpose whatsoever.

- 18.10 Construction and Interpretation. Words (including defined terms) denoting the singular shall include the plural and vice versa. The words “hereof”, “herein”, “hereunder” and words of the like import when used in this Agreement shall refer to this Agreement as a whole, and not to any particular provision of this Agreement. The term “include” (and any variant thereof), and the giving of examples, shall not be construed as terms of limitation unless expressly indicated by the context in which they is used. The headings in this Agreement shall not affect its interpretation. Except as expressly provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any other rights or remedies provided by law or otherwise. Each of the Parties has had an opportunity to consult with counsel of its choice. Each provision of this Agreement shall be construed without regard to the principle of contra proferentum. If any provision of this Agreement is held to be invalid or unenforceable the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision by a valid and enforceable provision closest to the intention of the parties when signing this Agreement. This Agreement was negotiated, and shall be construed and interpreted, exclusively in the English language.
- 18.11 Method of Payment. Payments may be made by check or wire transfer. Checks shall be: (a) made payable to Sloan-Kettering Institute for Cancer Research (Tax I.D. No. [\*\*\*\*]); (b) attached to the corresponding invoice (if any); (c) accompanied with a note (on the check stub or on its transmittal letter) that the payment relates to Agreement [\*\*\*\*] and (d) sent to MSKCC’s lock-box:

Memorial Sloan-Kettering Cancer Center  
P. O. Box 29035  
New York, NY 10087-9035

Wire transfers shall be made as follows:

Bank Name: JP Morgan Chase & Co.  
Name on Account: MSKCC- Acct Rec EFTS  
Account Type: Checking

[signature page follows]

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**[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

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IN WITNESS WHEREOF, authorized representatives of the Parties have signed and dated this Agreement below.

Y-MABS THERAPEUTICS, INC.

By: /s/ Thomas Gad  
Name: Thomas Gad  
Title: Founder, Chairman and President

Date: August 20, 2015

MEMORIAL SLOAN-KETTERING  
CANCER CENTER

By: /s/ Gregory Raskin MD  
Name: Gregory Raskin MD  
Title: Vice President  
Technology Development

Date: August 20, 2015

Exhibit A  
PATENT RIGHTS

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Exhibit B  
DEVELOPMENT PLAN

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Exhibit C  
MULTIMERIZATION PLATFORM PATENT RIGHTS

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Exhibit D  
STOCKHOLDERS AGREEMENT

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Exhibit E  
SPONSORED RESEARCH AGREEMENT

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**[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

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Exhibit F  
CLINICAL TRIAL AGREEMENT

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**[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

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Exhibit G  
TANGIBLE KNOW-HOW

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## LICENSE AGREEMENT

for MSK's technology

"CD33 Antibodies and constructs thereof"

between

MEMORIAL SLOAN KETTERING CANCER CENTER

and

Y-MABS THERAPEUTICS, INC.

Dated: November 10, 2017

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Exhibit D	SPONSORED RESEARCH AGREEMENT

## LICENSE AGREEMENT

This Agreement (the "Agreement") is effective on the date of the last signature below ("Effective Date"), and is by and between Memorial Sloan Kettering Cancer Center ("MSK"), a New York not-for-profit corporation with its principal office at 1275 York Avenue, New York, NY, and Y-mAbs Therapeutics, Inc., a Delaware corporation with its principal office at 750 3<sup>rd</sup> Avenue, New York, N.Y. 10017 ("LICENSEE"). MSK and LICENSEE are sometimes referred to singly as "Party" and collectively as "Parties".

## WITNESSETH

WHEREAS, MSK is the owner of certain Licensed Rights (as defined herein) and has the right to grant licenses to its rights under said Licensed Rights; and

WHEREAS, MSK desires to have the Licensed Rights utilized in the public interest and is willing to grant a license to its interest thereunder; and

WHEREAS, the Parties desire to further develop antibodies included in or based upon the Licensed Rights; and

WHEREAS, LICENSEE desire to obtain certain licenses on the terms set forth herein under the Licensed Rights to develop and commercialize Licensed Products and perform Licensed Services (both as defined herein) through a thorough, vigorous and diligent program of exploiting the Licensed Rights whereby public utilization shall result therefrom;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE 1 - DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

- 1.1 “Affiliate” as used herein in either singular or plural means, with respect to a party, any corporation, company, partnership, joint venture or other entity, which directly or indirectly: (a) Controls, is Controlled by or is under common Control with the specified entity; or (b) both (i) owns, is owned by, or is under common ownership with the specified entity, in whole or in part, and (ii) conducts business under a trade identifier of the specified entity, with the authorization of the specified entity. For purposes of this definition, “Control” of an entity means the direct or indirect ownership or control of at least fifty percent (50%) of the right to direct or cause the direction of the policies and management of such person or

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entity, whether by the ownership of equity, by contract or otherwise. In any jurisdiction where 50% control is not permitted by applicable law, the “greater than 50%” threshold shall be deemed satisfied by the possession of substantially the maximum percentage allowable in such jurisdiction. With regard to MSK, “Affiliate” shall include, without limitation, the Sloan-Kettering Institute for Cancer Research and the Memorial Hospital for Cancer and Allied Diseases.

- 1.2 “Antibody Patent Rights” means MSK’s rights in:
- (a) The United States and foreign patents and patent applications listed in Exhibit A;
  - (b) any other patent or patent application that claims priority to, or common priority with, or is a divisional, continuation, reissue, renewal, reexamination, substitution or extension of any patent or patent application identified on Exhibit A;
  - (c) any patents subsequently issuing on any patent application identified in (a) or (b) above, including any reissues, renewals, reexaminations, substitutions or extensions thereof;
  - (d) any claim of a continuation-in-part application or patent (including any reissues, renewals, reexaminations, substitutions or extensions thereof) that is entitled to the priority date of at least one of the patents or patent applications identified in (a), (b) or (c) above;
  - (e) any foreign counterpart (including PCTs) of any patent or patent application identified in (a), (b), (c) or (d) above; and
  - (f) to the extent legally possible and available for MSK to provide, any supplementary protection certificates, pediatric exclusivity periods, any other patent term extensions and exclusivity periods and the like of any patents and patent applications identified in (a) through (e) above.

Antibody Patent Rights exclude CARs and CARs constructs.

- 1.3 “CARs” means any chimeric antigen receptors.
- 1.4 “CARs Option” shall mean the option granted by MSK to LICENSEE in Section 2.2 hereof.
- 1.5 “Clinical Trial Agreement” means the agreement between LICENSEE and MSK containing the terms and conditions under which the clinical research in relating to this Agreement will be performed.
- 1.6 “Commercially Reasonable Efforts” means, with respect to particular obligations or tasks, such level of efforts applied to carry out such obligations or tasks

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consistent with the efforts used in the biopharmaceutical industry by a company of comparable size in connection with the development or commercialization of biopharmaceutical products that are of similar status, to accomplish such obligations or tasks, at the same stage of development or commercialization, as applicable, for internally developed products in a similar area with similar market potential, at a similar stage of their product life taking into account the existence of third parties’ (but not LICENSEE’s, Sublicensee’s, or their respective Affiliates’ own) competitive products, the proprietary position of the product, the regulatory structure involved, and the anticipated profitability of the product.

- 1.7 “Confidential Information” shall mean all confidential or proprietary information disclosed by one Party to the other Party relating to and in the performance of this Agreement, including any uses, processes, methods, formulations, clinical data, test results, research and development plans, pricing policies, business plans, sales, information relating to customer identities, characteristics and agreements, financial information and projections, trade secrets, work in progress, future development, marketing, and investors whether in oral, graphic, electronic or any other media or form.
- 1.8 “Contract Half-Year” shall mean the six month periods ending on June 30 and December 31 of each year.
- 1.9 “Control” or “Controlled” means, with respect to Intellectual Property Rights, ownership together with the ability to grant a license without (a) violating the terms of any written agreement with a third party, and/or (b) incurring any payment obligation to a third party.

- 1.10 “Field of Use” shall mean the use of the Licensed Rights in the field of cancer diagnostics and cancer treatments and includes, without limitation, all therapeutic and diagnostic uses. Field of Use excludes CARs, CARs constructs, and products incorporating CARs.
- 1.11 “Intellectual Property Rights” means any or all of the following, and any and all rights anywhere in the world in, arising out of or associated therewith: (a) patent applications or patents; (b) copyrights and other rights in works of authorship; (c) trade secrets; (d) rights in data or Know-How (including both intellectual property rights and personal property rights in tangible personal property), and (e) all other intellectual property rights similar to the foregoing (but in no event including trademarks, trade names, service marks, service names, trade dress rights or other similar rights); in each case, whether or not any of the foregoing is registered, and including, without limitation, rights to apply for, applications for registration of, and any registrations or issuances of, any of the foregoing.
- 1.12 “Know-How” means tangible and intangible technical information, materials, inventions, processes, protocols, procedures, formulations, compounds, compositions, devices, methods, formulae, protocols, techniques, algorithms,

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software, works of authorship, designs, drawings, results, findings, ideas, concepts, creations, discoveries, developments, techniques, processes, know-how, drawings, designs, specifications, data, content, information, formulas, formulations, algorithms, software, and other technologies or subject matter of any kind, in each case, that are (i) not generally publicly known, (ii) Controlled by MSK, and (iii) necessary to make or use Licensed Products claimed by the Patent Rights or perform Licensed Services claimed by the Patent Rights.

- 1.13 “Licensed Process” shall mean any process that is covered in whole or in part by one or more Valid Claims in any country in which such process is practiced or any process which is based upon in whole or in part or otherwise incorporates the Licensed Rights.
- 1.14 “Licensed Products” shall mean any product or products that (i) is covered by (in whole or in part), or is made, uses or is used by a Licensed Process, or that the making, use, sale, offer to sell, or import of which infringes or would infringe one or more Valid Claims, but for the license granted herein and not taking into account the availability of a legal exemption such as experimental use or drug discovery/development such as that provided by 35 U.S.C. § 271(e)(1) and similar provisions in the laws of other jurisdictions, and/or (ii) embodies, contains, incorporates, uses, is used or made through the use of, or was in whole or in part derived from the Know-How. Licensed Products excludes CARs, CARs constructs, and products incorporating CARs and any constructs using sequences provided to MSK under third party agreements and/or with use restrictions.
- 1.15 “Licensed Rights” shall mean MSK’s rights in (i) the Know-How, (ii) the Patent Rights, and (iii) all Intellectual Property Rights owned in, to or covering the Know-How, [\*\*\*\*]
- 1.16 “Licensed Service” shall mean (a) on a country-by-country basis, any service performed for or on behalf of a third party on a fee-for-services basis or otherwise for consideration, the performance of which in the country in question would, absent the license granted under this Agreement, and not taking into account the availability of a legal exemption such as experimental use or drug discovery/development such as that provided by 35 U.S.C. § 271(e)(1) and similar provisions in the laws of other jurisdictions, (i) infringe or otherwise be within the scope of at least one Valid Claim in that country, and/or (ii) embodies, contains, incorporates, uses, is used or made through the use of, or was in whole or in part derived from the Know-How; or (b) performance of a service for any consideration using a Licensed Product or the practice of a Licensed Process.

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- 1.17 “LICENSEE” shall mean Y-mAbs Therapeutics, Inc.
- 1.18 Intentionally Omitted.
- 1.19 Intentionally Omitted.
- 1.20 Intentionally Omitted.
- 1.21 “Net Sales” means the gross amount billed by LICENSEE or its Affiliates or its Sublicensees for Licensed Products or for Licensed Services, less the following:
- (a) customary trade, quantity, or cash discounts to the extent actually allowed and taken;
  - (b) amounts repaid or credited by reason of rejection or return;
  - (c) to the extent separately stated on purchase orders, invoices, or other documents of sale, any taxes or other governmental charges levied on the production, sale, transportation, delivery, or use of a Licensed Product or performance of a Licensed Service, which is paid by or on behalf of LICENSEE or Affiliates; and
  - (d) outbound transportation costs prepaid or allowed and costs of insurance in transit.

Each of (a) through (d) above being a “Deductible Expense.”

No deductions shall be made for commissions paid to individuals whether they be with independent sales agencies or regularly employed by LICENSEE and on its payroll, or for cost of collections. Net Sales shall occur on the date of billing or invoice for a Licensed Product or Licensed Service.

Customary distribution of samples of Licensed Product or related performance of Licensed Services by LICENSEE or Affiliates shall not be included in any calculation of Net Sales.

In the case of discounts on “bundles” of products or services which include Licensed Products and/or Licensed Services, LICENSEE may, with notice to MSK, discount (or permit the discounting by an Affiliate or Sublicensee of LICENSEE) the bona fide list price of any Licensed Product and/or Licensed Service in such “bundle” by the average percentage discount of all products and services in a particular “bundle,” calculated as follows: average percentage discount on a particular “bundle” =  $[1 - (A/B)] \times 100$ ; where A equals the total discounted price of a particular “bundle” of products and/or services, and B equals the sum of the undiscounted bona fide list prices of each unit of every product and/or services in such “bundle” (including without limitation, the Licensed Products and Licensed Services). With each quarterly royalty report submitted pursuant to Section 6.2 below, LICENSEE shall provide MSK reasonable

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documentation establishing such average discount with respect to each “bundle.” If LICENSEE cannot so establish the average discount of a “bundle,” Net Sales shall be based on the undiscounted list price of the Licensed Product or Licensed Service, as the case may be, in the “bundle.” If a the Licensed Product or Licensed Service in a “bundle” is not sold separately, and no bona fide list price exists for such the Licensed Product or Licensed Service, the Parties shall mutually agree (such agreement not to be unreasonably withheld by either Party) an imputed list price for such the Licensed Product or Licensed Service and Net Sales with respect thereto shall be based on such imputed list price.

Except as provided in the preceding paragraph, no deductions, credits, rebates, or allowances shall be taken or permitted in calculating Net Sales that depend or are based in whole or in part on the sale or purchase of any product or service that is not a Licensed Product or Licensed Service, including without limitation for the practice commonly known as “bundling.”

In no case will Deductible Expenses exceed [\*\*\*\*] of the gross proceeds or exceed [\*\*\*\*] the fair market value, attributable to Net Product Sales.

If a Licensed Product is sold, or a Licensed Service performed, for the purpose of creating a finished product for sale, for example a finished therapeutic product for administration to patients, Net Sales shall be calculated on the first arms’ length sale of such finished product, and the sale of the Licensed Product or Licensed Service for the purpose of creating the finished product for sale shall be excluded.

Net Sales shall be determined in accordance with GAAP, but not in any way that reduces the calculations of Net Sales provided herein.

Additionally, if LICENSEE or a Sublicensee uses a Licensed Product or a Licensed Process for its own internal purposes, or otherwise in a situation that is not related to development of Licensed Products or Licensed Services, then Net Sales shall also include an amount equal to the customary sale price charged to a third party for the same Licensed Product or Process. If there is no customary sale price, then the Net Sales shall be an amount equal to the fair market value.

- 1.22 “Other Product” means any CD33 technology commercialized by LICENSEE or its sublicensee or affiliate which is not a Licensed Product
- 1.23 “Patent Rights” shall mean the Antibody Patent Rights.
- 1.24 “Phase I Trial” means the first phase of a clinical study involving the initial introduction of an investigational new drug into humans (generally, but not always, in the range of 20 to 30 subjects). Phase I studies are typically closely monitored and may be conducted in patients or normal volunteer subjects. These studies are designed to determine the metabolism and pharmacologic actions of the drug in humans, the side effects associated with increasing doses, and, if possible, to gain early evidence on effectiveness that provides data capable of meeting statutory standards for marketing approval. During Phase I, sufficient

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information about the drug’s pharmacokinetics and pharmacological effects should be obtained to permit the design of well-controlled, scientifically valid, Phase II Trials. For example, “Phase I Trial” includes a human clinical study that satisfies the requirements of 21 C.F.R. § 312.21(a) in the United States, or an equivalent or counterpart of the foregoing in any other country or jurisdiction. For clarity, “Phase I Trial” includes both Phase Ia and Phase Ib trials.

- 1.25 “Phase II Trial” means the second phase of a clinical study, the principal purpose of which is to evaluate the effectiveness of the drug for a particular indication and to determine the common short term side effects and risks associated with the drug in patients with the disease target being studied, that provides data capable of meeting statutory standards for marketing approval. Phase II Trials usually involve no more than several hundred subjects. For example, “Phase II Trial” includes a human clinical study that satisfies the requirements of 21 C.F.R. § 312.21(b) in the United States, or an equivalent or counterpart of the foregoing in any other country or jurisdiction. For clarity, “Phase II Trial” includes both Phase IIa and Phase IIb trials.
- 1.26 “Phase III Trial” means the third phase of a clinical study involving expanded controlled and uncontrolled trials. They are performed after preliminary evidence suggesting effectiveness of the drug has been obtained, and are intended to gather the additional information about effectiveness and safety that is needed to evaluate the overall benefit-risk relationship of the drug and to provide an adequate basis for physician labeling, to support registration for a product or compound with the FDA and any FDA counterpart, and that provides data capable of meeting statutory standards for marketing approval. Phase III Trials usually include several hundred to several thousand subjects.

For example, in the United States, “Phase III Trial” includes a human clinical study that satisfies the requirements of 21 C.F.R. § 312.21(c) in the United States, or an equivalent or counterpart of the foregoing in any other country or jurisdiction. For clarity, “Phase III Trial” includes both Phase IIIa and Phase IIIb trials.

- 1.27 Intentionally Omitted.
- 1.28 “Regulatory Approval” means, with respect to a nation or, where applicable, a multinational jurisdiction, such approvals, licenses, registrations or authorizations that are required to be obtained from a Regulatory Agency prior to the marketing and sale of a Licensed Product for use in the Field in such country or multinational jurisdiction (including, where applicable, pricing approvals necessary to obtain reimbursement).
- 1.29 “Regulatory Authority” means, with respect to any particular country or, where applicable, a multinational jurisdiction, the governmental authority, body, commission, agency or other instrumentality of such country or multinational

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jurisdiction (e.g., the EMEA with respect to the European Union), with the primary responsibility for the approval of pharmaceutical products before a Licensed Product can be tested, marketed, promoted, distributed or sold in such country or multinational jurisdiction, including such governmental bodies, if any, that have jurisdiction over the pricing of such pharmaceutical product. The term “Regulatory Agency” includes, without limitation, the USFDA, the European Medicines Agency, and the Japanese MHW.

- 1.30 “Royalty Term” shall mean, on a Licensed Product-by-Licensed Product or Licensed Service-by-Licensed Service basis and country-by-country basis, the period from the first commercial sale of such Licensed Product or provision of Licensed Service in such country until the later of: (a) expiration of the last Patent Rights covering such Licensed Product or provision of Licensed Service in such country; (b) expiration of any market exclusivity period granted by a regulatory agency with respect to such Licensed Product or provision of Licensed Service in such country; or (c) fifteen (15) years from the first commercial sale in such country.
- 1.31 “Royalty Year” shall mean each twelve (12) month period commencing January 1 and ending December 31 during the term of this Agreement; provided however, that: (a) the first Royalty Year shall be the period of time commencing with the Effective Date and ending on December 31, 2015; and (b) the last Royalty Year shall be the period of time commencing on January 1 of the year in which this Agreement expires or is terminated, and ending on the date of expiration or termination of this Agreement.
- 1.32 “Sponsored Research Agreement” means the agreement between LICENSEE and MSK containing the terms and conditions under which the sponsored research at MSK will be performed.
- 1.33 “Sublicensee” means any business entity to which an express sublicense has been granted under the Licensed Rights as further described under Article 3, or with respect to the Licensed Products pursuant to this Agreement. If a third-party wholesaler or distributor does not pay any consideration to LICENSEE for its wholesale or distributor rights, it shall not be considered a Sublicensee; and the resale by such wholesaler or distributor of such Licensed Products or Licensed Services shall not count towards Net Sales by a Sublicensee provided that a royalty is being paid by LICENSEE on the Net Sales of the amount of initial transfer to the wholesaler or distributor pursuant to Article 5.
- 1.34 “Term” shall mean the term of this Agreement which will commence on the Effective Date and expire upon the expiration of the last Royalty Term for any Licensed Product or Licensed Service, unless earlier terminated pursuant to the Article 16 of this Agreement.
- 1.35 “Territory” shall mean worldwide.

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- 1.36 “Valid Claim” shall mean a claim of (i) an issued and unexpired patent included within the Patent Rights unless the claim has been held unenforceable or invalid by the final, un-reversed, and un-appealable decision of a court or other government body of competent jurisdiction, has been irretrievably abandoned or disclaimed, or has otherwise been finally admitted or determined to be invalid, unpatentable or unenforceable, whether through reissue, reexamination, disclaimer or otherwise, or (ii) a pending patent application included within the Patent Rights to the extent the claim continues to be prosecuted in good faith for a time period not to exceed [\*\*\*\*] from its earliest asserted priority filing date.

## ARTICLE 2 - GRANT OF LICENSE AND OPTION

### 2.1 License Grant.

- (a) In consideration of Company’s satisfaction of all of its obligations hereunder, and subject to the terms and conditions of this Agreement, MSK hereby grants to LICENSEE a worldwide license, in the Field of Use, during the Term of this Agreement, including the right to sublicense (subject to Article 3 hereof), to its rights under the Licensed Rights (A) to make, have made, use, offer to sell, sell and import Licensed Products, and (B) to perform Licensed Services.

Except for the reserved rights of MSK in Section 2.1(b), the foregoing license is exclusive with respect to:

· the Antibody Patent Rights; and

those portions of the Know-How identified on Exhibit B that are tangible materials, including MSK's Intellectual Property Rights in such tangible materials.

As to the balance of the Licensed Rights, the foregoing license is nonexclusive.

- (b) The grants in Section 2.1 (a) above are subject to, restricted by and non-exclusive with respect to the following non-transferable rights, all of which are reserved by MSK:
  - (i) the use of Licensed Rights by MSK and its Affiliates for patient care; noncommercial research; and teaching and other educationally related purposes;
  - (ii) the use of Licensed Rights by the inventors thereof (and their laboratories and collaborators) for patient care; noncommercial research; and teaching and other educationally related purposes; and

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- (iii) any rights reserved to the United States of America under 35 U.S.C. §§ 200-212 or any other applicable governmental law or regulation.

Additionally subject to prior notification to LICENSEE, MSK may grant or transfer any of the rights licensed to LICENSEE hereunder to any nonprofit educational or research institutions for their internal, noncommercial research activities only, provided that in the case of a transfer of tangible materials, MSK shall promptly provide LICENSEE a copy of the material transfer agreement under which such materials have been transferred. Material Transfer Agreements may not be subject to further sub-licensing.

- (c) MSK reserves all rights not expressly granted in this Agreement. The licenses granted hereunder shall not be construed to confer any rights upon LICENSEE by implication, estoppel or otherwise as to any intellectual property or technology not included in the Licensed Rights.

2.2 [\*\*\*\*]

#### ARTICLE 3 - SUBLICENSES

- 3.1 LICENSEE shall have the unrestricted right to grant sublicenses of its rights granted under Section 2.1; provided that this Agreement has not been terminated. Within [\*\*\*\*] of granting any such sublicense LICENSEE shall notify MSK of such grant and the name and address of each such Sublicensee and furnish a complete copy of all agreements between it and the Sublicensee. LICENSEE further agrees that any sublicenses granted by it shall provide that the obligations to MSK of Article 2, Sections 4.1, 4.2, 4.3 and 15.5 and Articles 6, 7, 8, 9, 10, 11, 12, 13, 14 of this Agreement shall be binding upon the Sublicensee as if it were a party to this Agreement. If a material breach of any of the clauses of this Agreement is caused by Sublicensee, such breach shall be considered a breach committed by LICENSEE, and MSK shall have the right to terminate the Agreement pursuant to Section 16.2 unless the breach is cured, within [\*\*\*\*] notice period set forth in Section 16.2. LICENSEE shall provide MSK,

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within [\*\*\*\*] days of occurrence, copies of any agreement modifying or terminating a sublicense, or any other agreements with a Sublicensee.

- 3.2 Any subcontractor engaged by LICENSEE to perform for LICENSEE any of its rights and obligations under this Agreement (a "Third Party Subcontractor") shall be party to a written agreement consistent with the terms and conditions of this Agreement, including without limitation, and as applicable, those provisions pertaining to confidentiality, intellectual property rights, and regulatory/safety matters. In all cases, LICENSEE remains fully responsible (i) for the performance of its obligations hereunder regardless of whether such performance has been delegated to a Third Party Subcontractor, and (ii) for the actions and conduct of the Third Party Subcontractor in performance of LICENSEE'S obligations.
- 3.3 LICENSEE may grant a Sublicensee the right to grant further sublicenses provided that the requirements and conditions applicable to the grant of a sublicense shall apply to such grant. Such sub-sublicense agreements shall be treated as sublicense agreements and such sub-Sublicensees shall be treated as Sublicensees for the purpose of this Agreement.

#### ARTICLE 4 - DILIGENCE

- 4.1 LICENSEE and its Sublicensees shall use Commercially Reasonable Efforts to bring Licensed Products and/or Licensed Services to market and to continue Commercially Reasonable Efforts to market one or more Licensed Products and/or Licensed Services throughout the Term. Furthermore, in the event LICENSEE terminates the Sponsored Research Agreement and fails to prove to MSK that LICENSEE is diligently pursuing development of Licensed Products and/or Licensed Services, MSK shall have the right to terminate this Agreement for

breach. LICENSEE shall use Commercially Reasonable Efforts to develop Licensed Products and Licensed Services for use in all applications defined in Licensed Rights, including, but not limited to, pediatric indications, and to form strategic partnerships through sublicensees to exploit such clinical markets. In the event that [\*\*\*\*] of the Effective Date, LICENSEE has failed to sublicense Patent Rights to a bona fide strategic partner for a particular clinical field or additional application claimed in Patent Rights or has failed to prove to MSK that LICENSEE is diligently pursuing development of such additional field(s) and FDA approval for such clinical fields or additional applications, including development of the Licensed Products and Licensed Services for pediatric indications, as shown by written records, such clinical field or additional application shall automatically be excluded from the Field of Use, and MSK shall be free to grant licenses to others for Licensed Products and/or Licensed Services within such excluded field. Without limiting the foregoing: LICENSEE shall meet the following Milestone Activities on or prior to the Expected Completion Date listed below:

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(a) Milestone Activity Expected Completion Date

Milestone Activity	Expected Completion Date
Dosing of first patient with [****] antibody construct in a Phase I clinical trial	Within [****] of Effective Date
Dosing of first patient in Phase II Trial with [****] antibody construct	Within [****] of the Effective Date
Dosing of first patient in Phase III Trial with [****] antibody construct	Within [****] after completion of phase II clinical trial with [****] antibody construct
Filing for Regulatory Approval for sale of [****] antibody construct in <b>first orphan indication</b>	Within [****] of Effective Date for [****]
Filing for Regulatory Approval for sale of [****] antibody construct in <b>first non- orphan indication</b>	Within [****] of Effective Date for [****]

Milestone Activities may be modified and Expected Completion Dates extended with MSK's written approval.

In the event LICENSEE fails to achieve any Milestone Activities on or prior to the Expected Completion Date above, the license granted hereunder shall automatically exclude the Licensed Product for which a Milestone Activity was not completed on or prior to the Expected Completion Date. MSK may treat such failure as a material breach in accordance with Section 16.5. If LICENSEE's failure to meet its diligence obligations under this Agreement is due to circumstances that, in MSK's institutionally reasonable judgment, LICENSEE could not reasonably have avoided and LICENSEE can demonstrate that it has made Commercially Reasonable Efforts to achieve such Milestone Activity on or prior to the allotted Expected Completion Date, then such Milestone Activity Expected Completion Date shall be extended for a commercially reasonable period of time not to exceed [\*\*\*\*]. Such circumstances may include technical difficulties or delays in preclinical or clinical studies or regulatory processes, as well as other conditions beyond the control of LICENSEE, including the occurrence of any Force Majeure Event (as defined herein), but shall not include inability of LICENSEE to obtain funding.

- (b) LICENSEE agrees to give MSK written notice and evidence within thirty (30) days of the achievement of each of the above specific diligence obligations.
- (c) LICENSEE will have delivered to MSK prior to the execution of this Agreement, its detailed business plan for the development of the Licensed

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Rights, including, for example, relevant schedules of capital investments needed to implement the plan, financial, equipment, facility plans, number and kind of personnel and time planned for each phase of development of the Licensed Rights for a [\*\*\*\*] period, to the extent formed by LICENSEE. LICENSEE shall provide similar reports to MSK annually to relay update and status information on LICENSEE's business, research and development progress, including projections of activity anticipated for the next reporting year.

- (d) LICENSEE will be solely responsible, at LICENSEE's sole cost and expense, for securing all Regulatory Approval necessary for commercial sale of Licensed Products or provision of Licensed Services. MSK will provide reasonable cooperation through providing LICENSEE, upon LICENSEE's reasonable written request and in a timely fashion, with copies of such documentation and information Controlled by MSK that is reasonably necessary to secure such Regulatory Approval, provided that LICENSEE shall reimburse MSK for the reasonable expenses of providing such documentation and information. LICENSEE shall advise MSK, through annual reports described in Section 4.2(d) above of its program of development for obtaining said approvals.

4.2 If LICENSEE is the subject of an inquiry or inspection by a Regulatory Authority or other governmental authority or certification agency in relation to any Licensed Product, LICENSEE will notify MSK as soon as reasonably possible and keep MSK reasonably apprised of the results of such inquiry or inspection.

5.1 For the rights, privileges and licenses granted hereunder, LICENSEE shall pay to MSK, in the manner hereinafter provided, until the end of the Term:

- (a) Royalty: LICENSEE shall pay MSK a [\*\*\*\*] royalty on cumulative Net Sales up to [\*\*\*\*], [\*\*\*\*] royalty on cumulative Net Sales of Licensed Products or Licensed Services in excess of [\*\*\*\*] royalty on cumulative Net Sales of Licensed Products or Licensed Services of over [\*\*\*\*] on a Licensed Product-by-Licensed Product or Licensed Service-by-Licensed Service basis. [\*\*\*\*]

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- (i) On a country-by-country basis, if the Patent Rights expire prior to the end of the Royalty Term, or if it is not covered by a Valid Claim in such country, the royalty rates above due to MSK after expiration of the Patent Rights shall be reduced by [\*\*\*\*].
- (ii) If the Licensed Products or Licensed Services are not and were never covered by a Valid Claim, the royalty rates above due for such Licensed Products or Licensed Services shall be reduced by [\*\*\*\*], provided that this reduction shall not apply if a reduction is taken under (i) immediately above.
- (iii) If LICENSEE develops Other Products, the royalty rates above due for such Other Products shall be reduced by [\*\*\*\*], provided that this reduction shall not apply if a reduction is taken under (i) immediately above.
- (iv) In the event that LICENSEE or Sublicensees are legally required to obtain any additional licenses from one or more third parties in order to make, have made, use, lease, offer to sell, sell and/or import Licensed Products or provide Licensed Services, and such license(s) require LICENSEE to make reasonable payments to one or more third parties, LICENSEE may offset a total of [\*\*\*\*] of such third-party payments against any royalty payments that are due to MSK in the same Contract Half-Year.
- (v) Annual minimum royalty payments, due at each anniversary of the Effective Date, starting ten (10) years after the Effective Date, in the amount of forty thousand dollars (\$40,000) per Royalty Year, and sixty thousand dollars (\$60,000) once a patent within the Licensed Rights has issued. The minimum royalty payments shall be nonrefundable but fully creditable against the earned royalty payments required in Section 5.1(b) and may be carried forward until such credit is fully applied.
- (vi) No multiple royalties shall be payable because any Licensed Product or Licensed Service, its manufacture, use, lease, sale or provision is or shall be covered by more than one of the Licensed Rights granted under this Agreement.

Notwithstanding the reductions and deductions provided, in no event shall the royalty rate on tiered Net Sales be less than [\*\*\*\*], respectively.

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Royalties shall be payable twice each year, once for each Contract Half-Year.

- (b) Milestones:

Milestone payments as follows:

Milestone Activity	Milestone Payment	Milestone Payment due at the earlier of completion of Milestone Activity or date indicated below:
First patient dosed with a Licensed Product	[****]	Within [****] of Effective Date
Dosing of first patient in Phase II clinical trial with a Licensed Product	[****]	Within [****] of Effective Date
Completion of Phase II clinical trial with a Licensed Product	[****]	Within [****] of Effective Date
US Regulatory approval for sale of a Licensed Product	[****]	Within [****] of Effective Date
Upon cumulative Net Sales of first Licensed Product to reach [****]	[****]	
Upon cumulative Net Sales of subsequent Licensed Product to reach [****]	[****]	

The same milestone payment shall not be due more than once on an individual Licensed Product. For clarity, different constructs of the same antibody are different products, e.g., two different constructs of an CD33 antibody product are two products.

In the event that a specified clinical trial Phase is skipped (e.g., proceeding directly to Phase III from Phase I, or filing an application for Regulatory Approval after a Phase II trial), or two Phases are combined (e.g., a Phase II/III trial), the milestone shall be due for both events (the Phase that was skipped or the sum of the milestones for the combined trials) such that the total milestone payments are not reduced.

- (c) Sublicensing Income in addition to royalties on Net Sales:

If revenue is generated through the sublicense of Licensed Rights, excluding the sublicense of Platform Technologies, the following shall apply; LICENSEE shall pay MSK a sublicense fee of [\*\*\*\*] on any revenue generated in a transaction or series of related transactions including a sublicense of Licensed Rights to a third party prior to dosing a patient in a clinical trial, [\*\*\*\*] on any revenue generated through sublicense of to a third party [\*\*\*\*]

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[\*\*\*\*] on any revenue generated through sublicense of Licensed Rights to a third party after entering into [\*\*\*\*] on any revenue generated through sublicense of Licensed Rights to a third party after entering into a [\*\*\*\*] on any revenue generated through sublicense of Licensed Rights to a third party after [\*\*\*\*] on any revenue generated through sublicense of Licensed Rights to a third party [\*\*\*\*] excluding amounts paid by Sublicensee to LICENSEE for Net Sales of Licensed Products or Licensed Services and patent cost reimbursement. Determination of which percent sharing applies shall be made on a product-by-product or process-by-process basis if a bona fide allocation between or among a plurality of Licensed Products or Licensed Services has been made in such transaction with the portions allocated to each equaling the entire revenue generated in the transaction or series of related transactions, and; otherwise, the highest applicable percent shall apply.

The value of debt or equity investments by Sublicensee to LICENSEE as part of such transactions may be excluded, but only if such investments are at fair market value (and in the case of loans, not forgiven) and if the transaction is not structured such that said exclusions reduce any payment otherwise due to MSK.

If consideration to LICENSEE that is subject to sharing with MSK under this section is in a form other than cash, the fair market value of such noncash consideration shall be used in calculating the amount due MSK, unless MSK agrees in writing to a different method.

For the avoidance of doubt, the payments under this section are in addition to, and not in lieu of, royalties on Net Sales and milestone payments.

- (d) Research Funding: LICENSEE shall provide research funding to [\*\*\*\*] lab at MSK (or a successor lab reasonably acceptable to the Company at MSK if [\*\*\*\*] lab at MSK is no longer operating) equaling at least one million three hundred and sixty-two thousand and eighty-five dollars (\$1,362,085) including a [\*\*\*\*] overhead for indirect costs (over two (2) years immediately following the Effective Date of this Agreement in accordance with the budget generated by MSK to be incorporated into the Sponsored Research Agreement.

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- (e) Scope and use of such research shall be agreed upon and defined in a separate Sponsored Research Agreement that will be attached to this Agreement as Exhibit D.

For clarity, although separate agreements between the Parties provide the specific terms for paragraphs (d) — (e) above, part of the consideration from LICENSEE to MSK for this Agreement are those agreements, and a material breach by LICENSEE of its obligations under those agreements shall be deemed to be a breach of this Agreement as well.

- (f) Priority Review Voucher: LICENSEE will use Commercially Reasonable Efforts to assess the possibility of obtaining a priority review vouchers (“PRVs”) under Section 908 of the FDA Safety and Innovation Act and will diligently pursue such PRVs for each product developed.

Should LICENSEE be awarded such a PRV for a Licensed Product, LICENSEE shall distribute to MSK twenty-five percent (25%) of income generated from the sale of any such PRV or the sale of other comparable incentive provided by any non-US jurisdiction.

The Parties agree that the LICENSEE shall diligently seek to sell any PRV or other comparable incentive provided by any non-US jurisdiction unless the Parties agree otherwise in writing.

- 5.2 Payment Terms: Payments shall be payable [\*\*\*\*] after they are due, paid in United States dollars in New York, NY, or at such other place as MSK may reasonably designate consistent with the laws and regulations controlling in any foreign country, but not in any other currency. If any currency conversion shall be required in connection with the payment of royalties hereunder, such conversion shall be made by using

the exchange rate prevailing at the JP Morgan Chase Bank on the last business day of the Contract Half-Year reporting period to which such royalty payments relate. The License Fee due under Section 5.1 (a) above and the past patent costs due under Section 7.1 below shall be due within ten (10) days after the Effective Date, and if such payments are not timely received, this Agreement shall be null, void and without effect.

- 5.3 Interest: LICENSEE shall pay to MSK interest on any amounts not paid when due. Such interest will accrue from the [\*\*\*\*] after the payment was due, at a rate of [\*\*\*\*] per month or the highest rate permitted by law (whichever is less), and shall be compounded monthly. The interest payment will be due and payable on the first day of each month after interest begins to accrue, until full payment of all amounts due MSK is made. MSK rights to receive such interest payments shall be in addition to any other rights and remedies available to MSK.
- 5.4 LICENSEE agrees that it shall not reduce any payments due under the Agreement as the result of co-ownership interests by LICENSEE or any other third party in the Patent Rights.

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#### ARTICLE 6 - REPORTS AND RECORDS

- 6.1 LICENSEE shall keep, and shall require its Affiliates and Sublicensees to keep, full, true and accurate books of account containing all particulars that may be necessary for the purpose of showing the amounts payable to MSK hereunder. Said books and records shall be maintained for a period of no less than five (5) years following the period to which they pertain. For the term of this Agreement, upon reasonable written notice, LICENSEE shall allow MSK or its agents to inspect such books and records for the purpose of verifying LICENSEE's royalty statement or compliance in other respects with this Agreement. Such inspections shall be during normal working hours of LICENSEE. Should such inspection lead of the discovery of a discrepancy greater than [\*\*\*\*] and [\*\*\*\*] in reporting to MSK's detriment, for any twelve (12) month period, LICENSEE agrees to pay the full cost of such inspection plus interest as stipulated in Article 5.
- 6.2 Commercialization Reports:

LICENSEE, within thirty (30) days of the end of each Contract Half-Year, shall deliver to MSK true and accurate reports, giving such particulars of the business conducted by LICENSEE and its Sublicensees during the preceding six-month period under this Agreement.

The reports shall include at least the following information, to be itemized per Licensed Product and/ or Licensed Service:

- (a) volumes, and unique identifiers (e.g., SKU or otherwise), of Licensed Products sold or otherwise distributed;
  - (b) total revenue received on account of (i) Licensed Products sold or otherwise distributed, and (ii) other revenue bearing activities subject to payment hereunder;
  - (c) Deductible Expenses (as provided in the definition of "Net Sales");
  - (d) Net Sales;
  - (e) the portion of Net Sales that was received from Sublicensees;
  - (f) total royalties due;
  - (g) country of sale;
  - (h) foreign currency conversion rate; and
  - (i) any other consideration received in the prior quarter.
- 6.3 With each such report submitted, LICENSEE shall pay to MSK the royalties due and payable under this Agreement. If no royalties shall be due, LICENSEE shall so report.

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**[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

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In addition, LICENSEE shall also submit semi-annually a detailed report summarizing LICENSEE'S research, development, commercialization and other business progress during the prior six (6) months, and its projections of activity anticipated for the next six months (6). Once Regulatory Approval is obtained for a Licensed Product or Licensed Service in the United States, such reports shall be submitted annually instead of semi-annually.

- 6.4 Milestone payments shall be reported and paid when due.

- 6.5 LICENSEE shall promptly provide MSK with copies of any royalty or commercialization reports received by LICENSEE from its Sublicensees.

#### ARTICLE 7 - PATENT PROSECUTION

- 7.1 Patent Cost Reimbursement. LICENSEE shall pay during the term of the Agreement reasonable out-of-pocket expenses borne by MSK for filing, prosecuting and maintaining Patent Rights through a patent counsel of MSK's choice, reasonably acceptable to LICENSEE. MSK may choose, at its sole discretion, to have said patent counsel invoice LICENSEE directly for costs incurred in the filing, prosecuting and maintaining of Patent Rights. LICENSEE shall reimburse MSK for all historic patent costs related to the Patent Rights within [\*\*\*\*] upon receiving itemized historic patent costs [\*\*\*\*].
- 7.2 MSK shall diligently prosecute and maintain the Patent Rights in the United States and in such countries as are determined by MSK and agreed to by LICENSEE, using counsel of MSK's choice reasonably acceptable to LICENSEE. If LICENSEE does not agree to bear the expense of filing patent applications in any foreign countries in which MSK wishes to obtain patent protection, then MSK may file and prosecute such applications at its own expense and any license granted hereunder shall exclude such countries.
- 7.3 MSK shall provide LICENSEE with copies of all relevant patent prosecution documentation so that LICENSEE may be informed and to give LICENSEE reasonable opportunity to advise MSK on the continuing prosecution, and LICENSEE agrees to keep this documentation confidential.
- 7.4 Patent counsel remains counsel to MSK with an appropriate contract (and shall not jointly represent LICENSEE unless mutually agreed to in writing by the Parties).
- 7.5 The Parties agree that they share a common legal interest in obtaining valid, enforceable patents and that LICENSEE will maintain confidential all information received pursuant to this Article 7.

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- 7.6 At any time, LICENSEE shall notify MSK if LICENSEE wishes to terminate its license to any of the patent applications or patents within the Patent Rights. LICENSEE shall identify such patent applications and patents to MSK in writing, in which event, thirty (30) days' after receipt of such written notice by MSK, LICENSEE shall have no further obligation to pay any costs and expenses incurred by MSK for the prosecution and maintenance of such identified patents and patent applications. For the avoidance of doubt, MSK may independently, and at its own expense, maintain any such patent applications and patents after such a termination by LICENSEE, and any license granted hereunder shall exclude any such patents and patent applications.
- 7.7 LICENSEE (and its Sublicensees) shall have the right, on a Licensed Product-by-Licensed Product basis, to select a patent within the Patent Rights to seek a term extension for or supplementary protection certificate under in accordance with the applicable laws of any country. Each Party agrees to execute any documents and to take any additional actions as the other party may reasonably request in connection therewith. LICENSEE shall provide MSK with at least thirty (30) days prior written notice before applying for a patent term extension or supplementary protection certificate for any Licensed Product.

#### ARTICLE 8 - INFRINGEMENT

- 8.1 Monitoring. LICENSEE shall use Commercially Reasonable Efforts to monitor third party infringement of the Patent Rights in the Field of Use. LICENSEE shall keep MSK timely informed of any activities by LICENSEE in regard hereto.
- 8.2 Actions. This Section sets forth the parties' right of enforcement and defense in relation to the Patent Rights.
- (a) First Right. LICENSEE (and its Sublicensees) shall have the first right, but not the obligation, to control the conduct and resolution of any adversarial legal proceeding relating to the Patent Rights (including without limitation any declaratory judgment action, patent infringement action or opposition) during the Term and will be responsible for all expenses related thereto. MSK shall join in any such action, at LICENSEE's request and expense.
- (b) Secondary Right. If LICENSEE does not wish to exercise either of the foregoing rights in (a), LICENSEE shall provide MSK with written notice that LICENSEE declines such right, and after receiving such notice, MSK shall have the secondary right to undertake such infringement action or defend against such challenge.
- 8.3 Cooperation. To the extent either Party (or its Sublicensees) conducts any legal proceedings in relation to the enforcement or defense of Patent Rights in the Field of Use, it shall keep the other Party reasonably informed of such proceedings.

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The other Party shall cooperate in all respects and, to the extent reasonably possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens, and the like at the expense of the requesting party. Notwithstanding anything to the contrary: (a) in any action conducted by MSK, MSK may use the name of LICENSEE as party plaintiff, and LICENSEE will join any such action as may be requested by MSK; (b) in any action conducted by LICENSEE, LICENSEE may affect joinder of MSK, if MSK is an indispensable or necessary party under the applicable law; and (c) no settlement, consent judgment or other voluntary final disposition of any action by LICENSEE that admits or impairs the invalidity or unenforceability of the Patent Rights may be entered into without the prior written consent of MSK.

- 8.4 Costs and Recoveries. All costs of any action by either Party to enforce, or to defend against a challenge to, the Patent Rights shall be borne by such party, which shall keep any sums recovered or obtained in connection therewith (whether as damages, reasonable royalties, license fees, or otherwise in judgment or settlement derived therefrom), except that in the case of actions commenced by LICENSEE, the excess of such sums over such costs shall be treated as Net Sales subject to MSK's rights under this Agreement to collect royalties thereon. For the avoidance of doubt, LICENSEE may not deduct from Net Sales any portion of LICENSEE'S costs or expenses related to any investigation, enforcement, defense, judgment or settlement of any such actions.
- 8.5 Third Party Patents. In the event LICENSEE is sued for patent infringement or, threatened with such suit, it shall promptly notify MSK. If LICENSEE is permanently enjoined from exercising its license rights granted hereunder LICENSEE may terminate this Agreement upon thirty (30) days prior written notice to MSK. In any such action, LICENSEE shall be fully responsible for all its costs, including expenses, judgments and settlements.
- 8.6 Patent Challenges by LICENSEE. LICENSEE will provide written notice to MSK at least three (3) months prior to LICENSEE or any of its Affiliates bringing any legal proceeding to challenge the validity or enforceability any claim included in the Patent Rights (a "Patent Challenge"), including: (a) stating the basis for such Patent Challenge; and (b) providing a copy of all relevant prior art or other materials used as the basis for such Patent Challenge. In the event that LICENSEE brings a Patent Challenge: (i) MSK may at any time thereafter terminate this Agreement upon written notice to LICENSEE; (ii) during pendency of the Patent Challenge, all license fees, milestone payments and royalties due under this Agreement will be doubled; and (iii) in the event of an unsuccessful Patent Challenge by LICENSEE, (A) LICENSEE shall reimburse MSK for all reasonable costs and attorney fees that MSK incurs in connection with such Patent Challenge, and (B) starting on the date (if at all) that the Patent Challenge is determined to be Unsuccessful, all license fees, milestone payments and royalty rates due as per this Agreement will be trebled. As used herein, "Unsuccessful"

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means that, upon the conclusion of the action before the court or other governmental authority in which the Patent Challenge was brought, LICENSEE failed to obtain a judgment that all of the patent claims within the Patent Challenge were invalid or unenforceable.

#### ARTICLE 9 - CONFIDENTIALITY

Each Party agrees that Confidential Information of the other Party disclosed to it or to its employees under this Agreement shall for five (5) years after disclosure:

- (a) be used only in connection with the legitimate purposes of this Agreement;
- (b) be disclosed only to those who have a need to know it in connection with the Agreement; and
- (c) be safeguarded with the same care normally afforded confidential information in the possession, custody or control of the party holding the Confidential Information but no less than reasonable.
- (d) not be disclosed, divulged or otherwise communicated except with the express written consent of the disclosing party.

The foregoing shall not apply when, after and to the extent the Confidential Information is required to be disclosed for minimal compliance with court orders, statutes or regulations or MSK or LICENSEE audits for compliance with such regulatory requirements, provided that prior to any such disclosure to the extent reasonably practicable and legally permeable, the Party from whom disclosure is sought shall promptly notify the other Party and shall afford such other Party the opportunity to challenge or otherwise lawfully seek limits upon such disclosure of Confidential Information.

#### ARTICLE 10 - INDEMNIFICATION, PRODUCT LIABILITY

- 10.1 LICENSEE will indemnify, defend and hold harmless (and cause its Sublicensees to so indemnify, defend and hold harmless) MSK and its respective trustees, directors, officers, medical and professional staff, employees, students, and agents and their respective successors, heirs, and assigns (each an "Indemnitee"), against all Third Party Claims (as defined herein) and expenses (including legal expenses and reasonable attorney's fees) arising out of the death of or injury to any person or persons, or out of any damage to property, against any infringement or misappropriation of intellectual property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from the production, manufacture, sale, use, lease, consumption, or advertisement of Licensed Products hereunder or from a breach by LICENSEE of any of its representations, warranties or obligations under this Agreement, provided however, that LICENSEE will not be obligated to indemnify, defend and hold

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harmless any Indemnitee against any claim, proceeding, demand, expense, or liability to the extent it arises out of, results from, or is increased by (a) fraud, the material breach of this Agreement by MSK, or (b) MSK's gross negligence or willful misconduct. The Indemnitee will promptly give notice to LICENSEE of any claims or proceedings which might be covered by this Section 10.1 and LICENSEE will have the right to defend the same, including selection of counsel and control of the proceedings; provided that LICENSEE will not, without the written consent of the Indemnitee, settle or consent to the entry of any judgment with respect to such third party claims (i) that does not release the Indemnitee from all liability with respect to such third party claim, or (ii) which may materially adversely affect the Indemnitee or under which the Indemnitee would incur any obligation or liability, other than one as to which LICENSEE has an indemnity obligation hereunder. MSK agrees to cooperate and provide reasonable assistance to such defense at LICENSEE's expense. MSK at all times reserves the right to select and retain counsel of its own at its own expense to defend MSK's interests.

- 10.2 For the Term of this Agreement, upon the commencement of clinical use, production, sale, or transfer, whichever occurs first, of any Licensed Product or Licensed Service, LICENSEE shall obtain and carry in full force and effect general liability insurance that shall protect

LICENSEE and MSK in regard to events covered by Section 10.1 above. Such insurance shall be written by a reputable insurance company, shall list MSK as an additional named insured thereunder, shall be endorsed to include liability coverage, and shall require thirty (30) days written notice to be given to MSK prior to any cancellation or material change thereof. The limits of such insurance shall not be less than [\*\*\*\*] per occurrence with an annual aggregate of [\*\*\*\*] for personal injury, death or property damage. LICENSEE shall provide MSK with Certificates of Insurance evidencing the same and provide MSK with prior written notice of any material change in or cancellation of such insurance.

- 10.3 This Agreement and the licenses granted herein shall immediately and automatically terminate without notice in the event LICENSEE or its Sublicensees or other party acting under authority of LICENSEE, fails to obtain the insurance required under Section 10.2, or if the insurance lapses or is cancelled. A termination occurring under this paragraph shall occur and become effective at the time such insurance coverage ends or becomes required and is not obtained, and LICENSEE or its Sublicensees shall then have no right to complete production and sale of Licensed Products. Nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination. Notwithstanding the foregoing, in the [\*\*\*\*] period subsequent to the date of such an automatic termination of this Agreement by operation of this paragraph, to the extent that such rights are still available for licensing, LICENSEE shall have the right to reinstate the effectiveness of this

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Agreement by obtaining the required insurance, whereupon this Agreement shall automatically become effective as of the date of reinstatement of said insurance, and shall remain in full force and effect without any further action of the parties.

- 10.4 MSK shall at all times during the term of this Agreement and thereafter, indemnify LICENSEE and its Affiliates, and its/their respective directors, managers, officers, employees, representatives and agents (the "LICENSEE Indemnitees"), against all any and all damages and judgments (including settlements) on claims brought by third parties (a "Third Party Claim") on account of the (i) the development, manufacture, sale, promotion, marketing or use of Licensed Products or MSK products, in or outside the Territory, by MSK or its Affiliates or sublicensees (other than LICENSEE or its Affiliates or sublicensees) or their respective customers (including products liability claims), or (ii) the exercise of rights retained by or on behalf of MSK under this Agreement, including, without limitation, any infringement or third party personal injury or damage to tangible personal property. The foregoing obligations of MSK shall not apply to the extent of any losses for which LICENSEE has an obligation to indemnify MSK pursuant to Section 10.1 For any such losses as to which each Party has an indemnification obligation pursuant to Sections 10.1 and 10.4, each Party shall indemnify the other to the extent of the indemnifying Party's respective fault (a Party's fault being defined by those categories for which it must indemnify the other Party pursuant to Section 10.2 or 10.4) for the losses.

Notwithstanding anything in this Agreement to the contrary, (i) the maximum exposure and liability of MSK under this Section 10.4 is capped at the amounts paid or to be paid by LICENSEE to MSK hereunder, and (ii) any liability of MSK to pay LICENSEE or LICENSEE Indemnitees under this Section 10.4 shall be satisfied only in the form of an offset for LICENSEE of amounts otherwise due and payable by LICENSEE and no actual payments by MSK to LICENSEE or LICENSEE Indemnitees shall ever be required.

- 10.5 In the case of a Third Party Claim made by any Person who is not a Party to this Agreement (or an Affiliate thereof) as to which a Party (the "Indemnitor") may be obligated to provide indemnification pursuant to this Agreement, such Party seeking indemnification hereunder ("Indemnitee") will notify the Indemnitor in writing of the Third Party Claim (and specifying in reasonable detail the factual basis for the Third Party Claim and, to the extent known, the amount of the Third Party Claim) reasonably promptly after becoming aware of such Third Party Claim; provided, however, that failure to give such notification will not affect the indemnification provided hereunder except to the extent the Indemnitor shall have been actually prejudiced as a result of such failure.

If a Third Party Claim is made against an Indemnitee and the Indemnitor acknowledges in writing its obligation to indemnify therefore, the Indemnitor will be entitled, within [\*\*\*\*] after receipt of written notice from the Indemnitee of the commencement or assertion of any such Third Party Claim, to assume

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the defense thereof (at the expense of the Indemnitor) with counsel selected by the Indemnitor and reasonably satisfactory to the Indemnitee, for so long as the Indemnitor is conducting a good faith and diligent defense. Should the Indemnitor so elect to assume the defense of a Third Party Claim, the Indemnitor will not be liable to the Indemnitee for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof; provided, that if under applicable standards of professional conduct a conflict of interest exists between the Indemnitor and the Indemnitee in respect of such claim, such Indemnitee shall have the right to employ separate counsel (which shall be reasonably satisfactory to the Indemnitor) to represent such Indemnitee with respect to the matters as to which a conflict of interest exists and in that event the reasonable fees and expenses of such separate counsel shall be paid by such Indemnitor; provided, further, that the Indemnitor shall only be responsible for the reasonable fees and expenses of one separate counsel for such Indemnitee. If the Indemnitor assumes the defense of any Third Party Claim, the Indemnitee shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnitor. If the Indemnitor assumes the defense of any Third Party Claim, the Indemnitor will promptly supply to the Indemnitee copies of all correspondence and documents relating to or in connection with such Third Party Claim and keep the Indemnitee informed of developments relating to or in connection with such Third Party Claim, as may be reasonably requested by the Indemnitee (including, without limitation, providing to the Indemnitee on reasonable request updates and summaries as to the status thereof). If the Indemnitor chooses to defend a Third Party Claim, all

Indemnitees shall reasonably cooperate with the Indemnitor in the defense thereof (such cooperation to be at the expense, including reasonable legal fees and expenses, of the Indemnitor). If the Indemnitor does not elect to assume control of the defense of any Third Party Claim within the [\*\*\*\*] period set forth above, or if such good faith and diligent defense is not being or ceases to be conducted by the Indemnitor, the Indemnitee shall have the right, at the expense of the Indemnitor, after [\*\*\*\*] Business Days' notice to the Indemnitor of its intent to do so, to undertake the defense of the Third Party Claim for the account of the Indemnitor (with counsel selected by the Indemnitee), and to compromise or settle such Third Party Claim, exercising reasonable business judgment.

If the Indemnitor acknowledges in writing its obligation to indemnify the Indemnitee for a Third Party Claim, the Indemnitee will agree to any settlement, compromise or discharge of such Third Party Claim that the Indemnitor may recommend that by its terms obligates the Indemnitor to pay the full amount of Losses (whether through settlement or otherwise) in connection with such Third Party Claim and unconditionally and irrevocably releases the Indemnitee completely from all liability in connection with such Third Party Claim; provided, however, that, without the Indemnitee's prior written consent, the Indemnitor shall not consent to any settlement, compromise or discharge (including the consent to entry of any judgment), and the Indemnitee may refuse in good faith to agree to any such settlement, compromise or discharge, that provides for injunctive or other non-monetary relief affecting the Indemnitee. If the Indemnitor acknowledges in writing its obligation to indemnify the Indemnitee for a Third Party

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Claim, the Indemnitee shall not (unless required by law) admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Indemnitor's prior written consent (which consent shall not be unreasonably withheld).

#### ARTICLE 11 - REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

##### 11.1 Representations and Warranties of LICENSEE LICENSEE hereby represents and warrants to MSK that

- (a) LICENSEE is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to execute and deliver this Agreement;
- (b) The execution, delivery and performance of this Agreement by LICENSEE have been duly authorized by all corporate action on the part of LICENSEE and that LICENSEE has the right to enter into and bind itself to this Agreement;
- (c) As of the Effective Date, the execution and performance of Licensee's obligations under this Agreement does not conflict with, cause a default under, or violate any existing contractual obligation that may be owed by Licensee to any third party; and
- (d) All Licensed Products produced under the licenses granted herein will be manufactured in all material respects in accordance with applicable federal, state and local laws, rules and regulations, including, without limitation, in all material respects in accordance with all applicable rules and regulations of the USFDA and other Regulatory Authorities.

##### 11.2 Representations and Warranties of MSK

MSK hereby represents and warrants to LICENSEE that:

- (a) MSK is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of New York and has all required corporate power and authority to execute and deliver this Agreement;
- (b) the execution, delivery and performance of this Agreement by MSK have been duly authorized by all necessary corporate action on the part of MSK, and MSK has the right to enter into and bind itself to this Agreement;
- (c) as of the Effective Date, to the best of knowledge of the signatory of this Agreement for MSK and such person's direct reports, the execution and performance of MSK's obligations under this Agreement do not conflict

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- (d) with, cause a default under, or violate any existing contractual obligation that may be owed by MSK to any third party;
- (d) as of the Effective Date, there is no pending, or to the knowledge of the signatory of this Agreement for MSK and such person's direct reports, threatened infringement claim related to any of the Patent Rights granted hereunder.
- (e) to the knowledge of the signatory of this Agreement for MSK and such person's direct reports, MSK is the sole and exclusive legal owner of the entire right, title, and interest in and to all patent applications and issued patents that are part of the Patent Rights, except for the license to and rights of the United States under 35 U.S.C. § 200 et seq. and related regulations;
- (f) to the knowledge of the signatory of this Agreement for MSK and such person's direct reports, MSK has, and throughout the Term will not itself compromise, the right, power and authority to grant the licenses granted hereunder;
- (g) and
- (h) There are no actions, suits, claims, investigations or proceedings involving MSK pending, or to the best of MSK's knowledge threatened, relating to any of the Licensed Rights.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MSK MAKES NO REPRESENTATIONS, NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY OF LICENSED RIGHTS, CLAIMS ISSUED OR PENDING OR THAT THE MANUFACTURE, SALE OR USE OF THE LICENSED PRODUCTS OR THE PROVISION OR THE CONSUMPTION OF LICENSED SERVICES WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFIT, FROM ITS PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

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#### ARTICLE 12 - EXPORT CONTROLS

It is understood that MSK is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act, as amended and the Export Administration Act of 1979), and that its obligations hereunder are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by LICENSEE that LICENSEE shall not export data or commodities to certain foreign countries without prior approval of such agency. MSK neither represents that a license shall not be required nor that, if required, it shall be issued.

#### ARTICLE 13 - NON-USE OF NAMES

Neither Party shall use the name of the other Party, nor of any of their employees, nor any adaptation thereof, in any press release, advertising, promotional or sales literature without prior written consent obtained from the other Party in each case. During and after the term of this Agreement, neither Party shall utilize or register any trademark, service mark, tradename, or other trade identifier of the other Party, or that contains (in whole or in part) or is confusingly similar to the foregoing, or is a translation of any of the foregoing, without the prior express written consent of the other Party. Notwithstanding the above, each Party may freely disclose in the ordinary course of business (but not in a press release, except with prior approval) that it has entered into this Agreement.

#### ARTICLE 14 - PUBLICATION

LICENSEE recognizes and accepts that under MSK's mission as an academic medical center, MSK and its investigators must have a meaningful right to publish without LICENSEE'S approval or editorial control. MSK reserves the right to publish the scientific findings from research related to Licensed Rights and clinical use of Licensed Products and Licensed Services. If any proposed publication (e.g., manuscript, abstract or other public disclosure), contains Confidential Information of LICENSEE or its Affiliates or Sublicensees, MSK will submit the abstract or manuscript to LICENSEE at least thirty (30) calendar days before public disclosure thereof, and LICENSEE shall have the right to review and comment upon the proposed public disclosure in order to protect such Confidential Information and the patentability of any inventions disclosed therein. Upon LICENSEE's request, public disclosure shall be delayed up to sixty (60) additional calendar days to enable LICENSEE to secure adequate intellectual property protection of any patentable subject matter contained therein that would otherwise be affected by the publication.

#### ARTICLE 15 - ASSIGNMENT

No Party may assign or delegate any or all of its rights or obligations under this Agreement, or transfer this Agreement, without the prior written consent of the other Party, except that (a) either Party shall have the right to assign any of its rights, delegate any of its obligations, or transfer this Agreement without such consent (i) to an Affiliate or (ii) as part of a merger or acquisition or other transfer of all or substantially all of the assets of its business to which this Agreement pertains, in each case provided that the assignor remains responsible for

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performance and the assignee accepts all terms and obligations of this Agreement, and (b) MSK may without consent of LICENSEE freely assign all or any portion of the cash payments due under this Agreement to a Third Party. Additionally, LICENSEE shall, on prior consent of MSK (such consent not to be unreasonably withheld or delayed), be permitted to assign this Agreement in connection with the sale or transfer of a limited portion of its business to which this Agreement pertains. Except as set forth herein, any assignment, delegation or transfer by any Party without the consent of the other Party shall be void and of no effect. For the avoidance of doubt, LICENSEE's right to assign is conditioned on its assignee's acceptance of all obligations of this Agreement, including but not limited to those of Article 18 concerning choice of law and forum.

#### ARTICLE 16 - TERMINATION

- 16.1 Term. This Agreement commences on the Effective Date and shall remain in effect, until the end of the Royalty Term, as provided in Section 1.13 unless sooner terminated in accordance with the provisions herein.
- 16.2 Bankruptcy or Cessation/Enjoinder of Business. MSK may terminate this Agreement upon written notice to LICENSEE if: (a) LICENSEE becomes insolvent; (b) a petition in bankruptcy is filed against LICENSEE and is consented to, acquiesced in or remains undismissed for thirty (30) days; (c) LICENSEE or makes a general assignment for the benefit of creditors, or a receiver is appointed for LICENSEE, and LICENSEE does not return to solvency before the expiration of a thirty (30) day period; (d) LICENSEE ceases to do business; or (e) if the enactment of any law, decree, or regulation, or the issuance of any order (including, but not limited to, an injunction), by any governmental authority renders it impracticable or impossible for LICENSEE to perform any of its obligations hereunder.
- 16.3 Nonpayment. If LICENSEE fails to pay MSK fees, royalties, ongoing patent expenses or other amounts payable hereunder, and such payments remain past due for more than thirty (30) days, MSK shall have the right to terminate this Agreement on thirty (30) days prior

written notice to LICENSEE, unless LICENSEE pays to MSK within the thirty (30) day notice period, all fees, royalties and patent expenses, together with any interest then due and payable thereon. If LICENSEE after such written notice makes such payment to avoid termination, and if LICENSEE's obligation to make such payment was or becomes the subject of a good faith dispute between the Parties, such payment shall be returned to LICENSEE by MSK if a final, unappealable judgment in an action commenced within six months of LICENSEE's making of said payment determines in favor of LICENSEE what such payment was not owed.

- 16.4 Criminal Activity. MSK may terminate this Agreement upon immediate written notice to LICENSEE if LICENSEE is convicted in a final judgment of a felony relating to the manufacture, use, or sale of Licensed Products in any jurisdiction where LICENSEE manufactures, uses or sells Licensed Products; provided, no

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such termination may be made until any appeal(s) of such conviction are exhausted and only then if such conviction is not reversed.

- 16.5 Breach. In addition to any other termination right specified this Agreement, MSK may terminate this Agreement [\*\*\*\*] prior written notice to LICENSEE, if LICENSEE materially breaches a provision of this Agreement, unless:
- (a) LICENSEE cures any such breach prior to the expiration of the [\*\*\*\*] day period; or
  - (b) LICENSEE has taken reasonable steps to cure such breach prior to the expiration of the [\*\*\*\*] cure period and has demonstrated to MSK's reasonable satisfaction that such breach is likely to be cured within a reasonable time thereafter not to exceed [\*\*\*\*]; or
  - (c) before the end of the [\*\*\*\*] cure period, LICENSEE notifies MSK that it has failed to achieve any of the Milestone Activities described herein within the timeframes specified due to causes that are beyond the reasonable control of LICENSEE (e.g., regulatory action or delay, low patient enrollment, Force Majeure Event, and/or delays caused by MSK), notwithstanding LICENSEE's reasonable, good faith efforts to achieve those Milestone Activities, then LICENSEE will not be deemed in default or breach of this Agreement and the timeframe for achieving those milestones will be deemed automatically extended by the time of the delay reasonably attributable to the causes that were beyond LICENSEE's control as long as LICENSEE diligently and continuously pursues the achievement of such milestones, but in no event shall such extension be longer [\*\*\*\*].
- 16.6 Termination by LICENSEE. LICENSEE may terminate this Agreement in its entirety without cause on [\*\*\*\*] notice to MSK; provided, however, once the performance of marketing, manufacture, sales, distribution and support activities of a Licensed Product and/ or Licensed Service ("Commercialization") have commenced, LICENSEE may terminate this Agreement with such notice only if all Commercialization activities of LICENSEE, Sublicensees, and their Affiliates have been permanently discontinued.
- 16.7 Product Sell Off. In the event of expiration (but not termination) of this Agreement, LICENSEE and its Sublicensees shall have the right for [\*\*\*\*] thereafter to dispose of all Licensed Products then in its inventory, contingent upon LICENSEE: (a) providing to MSK an inventory identifying the volumes of Licensed Products on hand that were manufactured prior to the termination date, certified and signed by an officer of the LICENSEE; and (b) continuing to submit all reports and make all payments (including, without

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limitation, royalties) that would have been required in accordance with this Agreement, if this Agreement had not terminated.

- 16.8 Dispute Resolution. The Parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner, including, without limitation, the achievement of any Milestone Activities on or prior to any Expected Completion Date, under Article 4 of this Agreement. If a disagreement between the Parties cannot be resolved through informal discussions, it shall be deemed a "Dispute" upon one party (the "Declaring Party") declaring, by the delivery of a written notice (the "Notice") to the other party, that a Dispute exists. The Notice shall specify the nature and cause of the Dispute and the action that the Declaring Party deems necessary to resolve the Dispute. Following receipt of the Notice, the Parties shall use good faith efforts to resolve the Dispute within [\*\*\*\*] days of the date of such Notice, including making personnel with appropriate decision-making authority available to the other Party to discuss resolution of the Dispute. In the event Dispute cannot be resolved by mutual agreement within such [\*\*\*\*] day period, the Parties may, by the election of either Party, submit the Dispute to non-binding dispute resolution before a mediator expert in the field, selected by mutual agreement within [\*\*\*\*] days of a written request for mediation submitted by either Party. Said mediation shall be held in the County of New York, State of New York, at such place as shall be mutually agreed upon by the Parties.
- 16.9 Effect on Sublicensees. All sublicenses, and rights of Affiliates and Sublicensees, will terminate as of the effective date of termination of this Agreement, provided, however, that if at the effective date of termination any Sublicensee is in good standing with regard to its obligations under its sublicense and agrees to assume the applicable obligations of LICENSEE hereunder, then, at the request of the Sublicensee, such sublicense shall survive such termination or expiration of this Agreement and be assigned to MSK with respect to the Licensed Product, Licensed Services, and Licensed Rights; provided, in such case the obligations of MSK to Sublicensee shall not exceed the obligations of MSK to LICENSEE under the Agreement.
- 16.10 Survival. Upon any expiration or termination of this Agreement, the following shall survive:
- (a) any provision expressly indicated to survive;
  - (b) any liability which any Party has already incurred to another Party prior to expiration or termination;

- (c) LICENSEE's reporting and payment obligations for activities occurring prior to expiration or termination (or pursuant to 16.4 (entitled Product Sell Off)); and

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- (d) ARTICLE 1 (entitled Definitions), ARTICLE 9 (entitled Confidentiality), ARTICLE 10 (entitled Indemnification, Product Liability), ARTICLE 11 (entitled Representations, Warranties and Disclaimers), ARTICLE 13 (entitled Non-Use of Names), ARTICLE 17 (entitled Notices and Other Communications), ARTICLE 18 (entitled Miscellaneous Provisions), Section 16.9 (entitled Effect on Sublicensees), and 16.10 (entitled Survival).

#### ARTICLE 17 - NOTICES AND OTHER COMMUNICATIONS

Except for payments, each notice or other communication pursuant to this Agreement shall be sufficiently made or given when delivered by courier or other means providing proof of delivery to such Party at its address below or as it shall designate by written notice given to the other Party:

In the case of MSK:

Memorial Sloan-Kettering Cancer Center  
Office of Technology Development

If by mail: 1275 York Ave., Box 524  
New York, NY 10065

If by courier: 600 Third Avenue, 16th floor  
New York, NY 10016

Attn: Vice President, Technology Development  
Tel: 1-212-639-6181 (not for notice)  
Fax: 1-212-888-1120 (not for notice)

With copies to:

Memorial Sloan-Kettering Cancer Center  
Office of General Counsel

If by mail: 1275 York Ave.  
New York, NY 10065

If by courier: 1275 York Ave.  
New York, NY 10065

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In the case of LICENSEE:

Y-mAbs Therapeutics, Inc.

If by mail: 750 3<sup>rd</sup> Avenue  
9<sup>th</sup> FL.  
New York, N.Y. 10017

If by courier: 750 3<sup>rd</sup> Avenue  
9<sup>th</sup> FL.  
New York, N.Y. 10017

With copies to

Satterlee Stephens Burke & Burke  
230 Park Avenue, Suite 1130  
New York, NY 10169

ARTICLE 18 - MISCELLANEOUS PROVISIONS

- 18.1 Choice of Law; Choice of Forum. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of New York, without giving effect to any choice/conflict of law principles, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was filed or granted. The state and federal courts located in New York County, New York, shall have exclusive jurisdiction of any claims or actions between or among the parties arising out of or relating to this Agreement, and each Party consents to venue and personal jurisdiction of those courts for the purpose of resolving any such disputes.
- 18.2 Severability. Except to the extent a provision is stated to be essential, or otherwise to the contrary, the provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

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- 18.3 Marking. LICENSEE agrees to legibly mark the Licensed Products (and packaging, marketing materials, package inserts, patient information leaflets, and other documentation therefore) sold in the United States with all applicable United States patent numbers, and other notices relating to MSK's Patent Rights, such markings and notices to be in accordance with any written guidelines that may be provided by MSK from time to time. All Licensed Products shipped to or sold in other countries shall be marked in such a manner as to conform to the patent laws and practice of the country of manufacture or sale. In connection with such patent marking, LICENSEE shall also include a statement that the Licensed Product is made under license from MSK.
- 18.4 Waiver. The failure of either party to assert a right hereunder 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 by the other party.
- 18.5 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be an original and all such counterparts shall together constitute but one and the same agreement.
- 18.6 Force Majeure Event. Neither Party shall lose any rights hereunder or be liable to the other Party for damages or losses (except for payment obligations) on account of failure of performance by the defaulting party to the extent such the failure is occasioned by war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions (except if imposed due to or resulting from the Party's violation of law or regulations), failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence, intentional conduct or misconduct of the nonperforming party and the nonperforming Party has exerted all reasonable efforts to avoid or remedy such force majeure (each a "Force Majeure Event"); provided, however, that in no event shall (a) a Party be required to settle any labor dispute or disturbance, or (b) a force majeure excuse performance for a period of more than six months. For clarity, a failure to obtain funding shall not constitute a force majeure event.
- 18.7 Further Assurances. At any time or from time to time on and after the date of this Agreement, MSK shall at the written request of LICENSEE and at LICENSEE's expense, execute, and deliver or cause to be delivered, all such consents, documents or further instruments required by law to register or confirm the licenses granted in this Agreement.
- 18.8 Entire Agreement. This Agreement, including its attachments and exhibits (which attachments and exhibits are incorporated herein by reference), constitutes the entire understanding among and between the parties with respect to the subject matter hereof, and supersedes all prior agreements and communications, whether written, oral or otherwise. This Agreement may only be modified or

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supplemented in a writing expressly stated for such purpose and signed by the parties to this Agreement.

- 18.9 Relationship between the Parties. The relationship between the parties under this Agreement is that of independent contractors. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or agency relationship between any of the Parties. No Party is a legal representative of any other party, and no Party can assume or create any obligation, liability, representation, warranty or guarantee, express or implied, on behalf of another Party for any purpose whatsoever.
- 18.10 Construction and Interpretation. Words (including defined terms) denoting the singular shall include the plural and vice versa. The words "hereof", "herein", "hereunder" and words of the like import when used in this Agreement shall refer to this Agreement as a whole, and not to any particular provision of this Agreement. The term "include" (and any variant thereof), and the giving of examples, shall not be construed as terms of limitation unless expressly indicated by the context in which they is used. The headings in this Agreement shall not affect its interpretation. Except as expressly provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any other rights or remedies provided by law or otherwise. Each of the Parties has had an opportunity to consult with counsel of its choice. Each provision of this Agreement shall be construed without regard to the principle of contra proferentum. If any provision of this Agreement is held to be invalid or unenforceable the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision by a valid and enforceable provision closest to the intention of the parties when signing this Agreement. This Agreement was negotiated, and shall be construed and interpreted, exclusively in the English language.

18.11 Method of Payment. Payments may be made by check or wire transfer. Checks shall be: (a) made payable to Sloan-Kettering Institute for Cancer Research (Tax I.D. No. [\*\*\*\*]) (b) attached to the corresponding invoice (if any); (c) accompanied with an note (on the check stub or on its transmittal letter) that the payment relates to Agreement [\*\*\*\*] and (d) sent to MSKCC's lock-box:

Memorial Sloan-Kettering Cancer Center  
P. O. Box 29035  
New York, NY 10087-9035

Wire transfers shall be made as follows:

Bank Name: JP Morgan Chase & Co.  
Name on Account: MSKCC- Acct Rec EFTS  
Account Type: Checking

[signature page follows]

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IN WITNESS WHEREOF, authorized representatives of the Parties have signed and dated this Agreement below.

Y-MABS THERAPEUTICS, INC.

By: /s/ Thomas Gad  
Name: Thomas Gad  
Title: Founder, Chairman and President

Date: November 13, 2017

MEMORIAL SLOAN KETTERING  
CANCER CENTER

By: /s/ Eric Cottington  
Name: Eric Cottington, PhD  
Title: Senior Vice President  
Research Technology Management

Date: November 10, 2017

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Exhibit A  
PATENT RIGHTS

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Exhibit B  
TANGIBLE MATERIAL EXCLUSIVELY LICENSED

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Research Plan

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**APPENDIX B**  
**PROJECT BUDGET**

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**Project Budget**

**Budget for two years:**

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## SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement (this “**Agreement**”), effective as of the date of the last signature below (“**Effective Date**”), is between Memorial Sloan Kettering Cancer Center, a New York not-for-profit entity, with offices at 1275 York Avenue, New York, NY 10065 (“**MSK**”) and YmAbs, a Delaware corporation with a principal office at 750 Third Avenue, New York, NY 1017, (“**Sponsor**”). MSK and Sponsor may be individually referred to as a “**Party**”, and collectively as the “**Parties**”.

**WHEREAS**, Sponsor is a clinical-stage biotech company; and

**WHEREAS**, Sponsor desires to provide support for the research to be conducted at MSK; and

**WHEREAS**, MSK, a premier cancer center, through its Department of Pediatrics, has valuable skill, experience, and the necessary expertise to conduct the research;

**WHEREAS**, the performance and support of such research is of mutual interest and benefit to YmAbs and MSK and is consistent with the academic, research, and public service objectives of MSK as a nonprofit, tax-exempt institution.

**NOW THEREFORE**, in consideration of the foregoing recitals, mutual agreements, and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. SPONSORED RESEARCH.**

- 1.1. **Research Plan.** The research program subject to this Agreement is specified in **Appendix A**, which is incorporated herein by reference (the “**Sponsored Research**”).
- 1.2. **Compensation.** Sponsor will provide the financial support for the Sponsored Research as detailed in the budget **Appendix B** which is incorporated herein by reference, (the “**Budget**”). If, at any time, a Party has reason to believe that the cost of the Sponsored Research will exceed the amount set forth in the Budget, such Party will notify the other Party, giving a revised budget for completion of the Sponsored Research. The Sponsor will review such revised budget, but is under no obligation to provide financial support for the cost of Sponsored Research that exceeds the total amount stipulated in Section 5.1 (f) of the License Agreement, unless the Sponsor accepts the revised budget in writing. If the Sponsor does not accept the revised budget, MSK shall have the option to adjust the research plan and remove research objectives that cannot be covered by Sponsor’s funding.
- 1.3. By entering into this Agreement, the Parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time, including but not limited to (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations **and** (ii) the limitation on certain physician referrals, also referred to as the “Stark Law” (42 U.S.C. 1395nn). Accordingly, no part

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of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business of the ordering of items or services; nor are the payments intended to induce illegal referrals of business. If as a result of a change in law or otherwise this Agreement is reasonably determined by legal counsel of a party to violate, or present an unacceptable risk of violating, any federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any provision which is in, or which presents an unacceptable risk of, violation.

### **2. ANIMAL STUDIES**

- 2.1. Should warm-blooded animals be used in this the Sponsored Research, MSK will comply with the applicable portions of the Animal Welfare Act (P.L. 99-158) and will follow the guidelines prescribed in the Public Health Services Policy on Humane Care and Use of Laboratory Animals.
- 2.2. MSK’s Animal Care and Use program does not conduct studies subject to the FDA Good Laboratory Practice (**GLP**) regulations. As a result, nonclinical studies conducted at MSK are not GLP studies. Since MSK does not incorporate GLP into its standard animal care, results obtained from animal studies at MSK cannot be described as GLP compliant and should not be so described in applications to the FDA or in other documents.

### **3. CONFIDENTIALITY**

- 3.1. **Confidential Information.** During the Term, one Party (the “**Disclosing Party**”) may provide proprietary or confidential information necessary to conduct the Sponsored Research to the other Party (the “**Receiving Party**”). Accordingly, “**Confidential Information**” is: (i) data and other information that is disclosed by the Disclosing Party to the Receiving Party under this Agreement during the Term and which relates to the Sponsored Research, regardless of whether the information is disclosed in writing, orally, graphically, electronically, or in any other manner, **and** (ii) any information that is expressly marked or designated in writing as confidential and proprietary by the Disclosing Party. The Receiving Party acknowledges and agrees that the Disclosing Party reserves all rights in and to the Disclosing Party’s Confidential Information. This

Agreement shall not constitute a license, assignment, or any other rights, expressed or implied, to the Disclosing Party's Confidential Information, except as expressly provided in this Agreement. Confidential Information does not include, and each Party has no obligation with respect to, any information which, as evidenced by written records: (i) is already known to it; (ii) is or becomes publicly known through lawful means in no violation of this Agreement by the Receiving Party; (iii) is received from a third Party, not bound by a duty of confidentiality, without restriction and without breach of this Agreement; (iv) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (v) is approved for release by written authorization of the Disclosing Party.

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- 3.2. **Confidential Obligation.** All Confidential Information disclosed under this Agreement will be held in confidence by the receiving Party during the Term of this Agreement and for a period of five (5) years following termination or expiration of this Agreement. The Receiving Party shall maintain the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as it maintains the confidentiality of its own confidential information, and in any event, not less than a reasonable standard of care. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party or destroy all copies of the Disclosing Party's Confidential Information; provided, however, that the Receiving Party: (i) may retain a single copy of the Disclosing Party's Confidential Information for the sole purpose of ascertaining its ongoing rights and responsibilities in respect of such information; and (ii) shall not be required to destroy any computer files stored securely by the Receiving Party or its Affiliates that are: (x) created during automatic system back up; or (y) retained for legal purposes by the Receiving Party or its Affiliates.
- 3.3. **Covenants of Non-Use and Non-Disclosure.** The Receiving Party may only use, copy and make extracts of the Disclosing Party's Confidential Information in connection with and in the furtherance of the Sponsored Research. The Receiving Party shall not use the Disclosing Party's Confidential Information for any other purpose without the prior written permission of the Disclosing Party. Except as provided below, the Receiving Party shall not disclose any of the Disclosing Party's Confidential Information to any third Party without the prior written permission of the Disclosing Party.
- 3.3.1. The Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's Affiliates and the directors, officers, employees, contractors, and consultants of the Receiving Party and its Affiliates who have a need to know the Confidential Information and only in connection with and in the furtherance of the Sponsored Research, after advising each of the obligations under this Agreement, and who are bound by obligations of confidentiality substantially similar to those in this Agreement. The Receiving Party shall be liable to the Disclosing Party for any breach by the Receiving Party's directors, officers, employees, contractors, consultants, and its Affiliates.
- 3.3.2. If the Receiving Party is required by applicable law, judicial order or governmental regulation, then the Receiving Party will be permitted to disclose (and the Receiving Party shall not be required to destroy) any of the Disclosing Party's Confidential Information that is required to be disclosed by a governmental authority or applicable law in connection with a legal or administrative proceeding (including in connection with any regulatory approval process), provided that the Receiving Party: (i) notify the Disclosing Party of any such disclosure requirement as soon as practicable; (ii) cooperate with the Disclosing Party (at the Disclosing Party's cost) if the Disclosing Party seeks a protective order or other remedy in respect of any such disclosure and (iii) furnish only that portion of the Confidential Information which the Receiving Party is legally required to disclose.

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- 3.4. **Equitable Relief.** Each Party acknowledges that disclosure or improper use of the Confidential Information might cause the other Party immediate and irreparable harm. Without limiting the following, each Party agrees that the other Party will be entitled to seek equitable relief in addition to any other remedies available.
- 3.5. **Privacy.** MSK will make all attempts to ensure that any information revealing a patient's identity attached to patient samples or results from the Sponsored Research are removed ("**PHI**"). Should Sponsor be exposed to PHI despite MSK's effort to de-identify any such information, Sponsor agrees to use best faith efforts to delete such PHI and further agrees that there shall be no time limit on the Parties' obligation to maintain the confidentiality of PHI, including information whose identifiers may be ascertained by the exercise of reasonable effort through investigation. PHI shall be protected in compliance with all applicable regulations, rules and statutes including the Health Insurance Portability and Accountability Act of 1996 and regulations, laws and guidelines related thereto. Sponsor agrees to refrain from publishing or disclosing any part of such confidential PHI for any purpose. PHI must be maintained in confidence indefinitely. Sponsor shall require that its personnel respect the confidential nature of all medical information relating to MSK patients. Sponsor shall ensure that its personnel have been informed of, and shall comply with all applicable laws, rules, and regulations governing confidentiality, disclosure, and re-disclosure requirements of federal, state, and local laws, rules and regulations, and the standards of The Joint Commission, including but not limited to those provisions concerning HIV, genetic testing, alcohol or drug abuse, and mental health.

#### 4. **RESULTS, REPORTS, & PUBLICATION.**

- 4.1. **“Results”** means data and information generated from the performance of the Sponsored Research during the term of this Agreement. Results expressly exclude Inventions. MSK will provide the Sponsor with a final report within [\*\*\*\*] of the completion of the Sponsored Research and any periodic progress reports specified in **Appendix A (“Reports”)**. MSK owns all Results and Reports arising from the Sponsored Research under this Agreement. Subject to **Section 3 (Confidentiality)**, then Sponsor shall have the right to use the Results disclosed to Sponsor in Reports for its internal research use and solely to the extent such use does not jeopardize MSK’s publication or intellectual property rights.
- 4.2. **Publication.** MSK is free to publish the Results, MSK will submit for review a copy of the proposed publication (including abstracts, or presentation to a journal, editor, meeting, seminar or other third party) resulting from the Sponsored Research to Sponsor at least [\*\*\*\*] prior to submission for publication or presentation. If no response is received from Sponsor within those [\*\*\*\*], it may be conclusively presumed that the publication may proceed without delay. Such delay will not, however, be imposed on the filing of any student thesis or dissertation.
- 4.2.1. If Sponsor determines such proposed publication contains Sponsor’s Confidential Information, it shall notify MSK within such [\*\*\*\*] review period and MSK

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shall delete such Sponsor Confidential Information before proceeding with its planned publication. Upon MSK’s request, Sponsor and MSK shall work in good faith to develop substitute language that is scientifically comparable but does not disclose Sponsor’s Confidential Information. For the purpose of this provision only, the term Confidential Information shall not include the Sponsored Research data, results, materials, or description of the Sponsored Research methodology necessary for a meaningful publication, which may otherwise come within the definition of Confidential Information contained in **Section 3 (Confidentiality)**.

- 4.2.2. If Sponsor determines and requests that the proposed publication or presentation contains patentable subject matter, MSK will delay the publication or presentation for a period of time not to exceed [\*\*\*\*] to allow the filing of appropriate patent applications relating to such subject matter.
- 4.2.3. Any proposed publication disclosed to Sponsor hereunder is MSK’s Confidential Information. Sponsor shall hold such disclosure on a confidential basis and shall not disclose the information to any third party, or use the information, without the prior written consent of MSK.
- 4.3. **Copyrights.** Title to any copyright or copyrightable material first produced or composed in the performance of the Sponsored Research will remain with, or be assigned to, MSK.

## 5. **INTELLECTUAL PROPERTY.**

- 5.1. **Inventions.** “**Invention**” means any invention that is within the scope of the Sponsored Research and is first conceived and reduced to practice during the performance of the Sponsored Research funded under this Agreement that is or may be patentable or otherwise protectable under Title 35 of the United States Code. Ownership of an Invention shall track inventorship, inventorship of Inventions shall be determined according to United States patent law. Sponsor owns the entire right, title and interest in and to all Inventions developed by Sponsor personnel (“**Sponsor Invention**”). An Invention that is jointly developed by MSK and Sponsor personnel will be jointly owned (“**Joint Invention**”). MSK owns the entire right, title, and interest in and to all Inventions developed by MSK personnel (“**MSK Invention**”).
- 5.1.1. **Invention Option.** MSK grants Sponsor the first option to negotiate an exclusive or non-exclusive commercial license to MSK Inventions and the first option to negotiate an exclusive license to MSK rights in Joint Inventions.
- 5.1.2. **Internal Use Only.** The Sponsor will be entitled to a non-exclusive, non-commercial, non-transferable, royalty-free license for all Project Inventions for the Sponsor’s internal, non-commercial research purposes only.
- 5.2. **Other Intellectual Property.** Nothing contained in this Agreement shall affect, either directly or by implication, estoppel, or otherwise, the pre-existing rights of either party in intellectual property developed prior to the Effective Date of this Agreement, or intellectual property developed outside of this Agreement. All such intellectual property

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shall remain the property of its owner and the option granted to Sponsor in this Agreement shall not apply to such intellectual property.

## 6. **Option.**

- 6.1. **Disclosure.** Under MSK policy, inventions and discoveries which result from research or other activities carried out at MSK or with the substantial aid of its facilities or funds administered by it, are disclosed to MSK and are the property of MSK. If an Invention, is disclosed to MSK and MSK believes that it may be amenable to patenting and/or licensing, the MSK Office of Technology Development, in accordance with MSK policies and practices, will promptly notify the Sponsor, thereby creating a “**Disclosure**”. Sponsor shall hold the Disclosure on a confidential basis and shall not disclose the information to any third party, or use the information, without the prior written consent of MSK. Sponsor shall disclose to MSK any Joint Inventions.
- 6.2. **Option Period.** The options granted in §5.1.1 (Invention Option) begin on the date the Sponsor receives the relevant Disclosure and ends [\*\*\*\*] from that date (the “**Option Period**”).
- 6.3. **Negotiation Period.** If Sponsor elects to exercise the option, Sponsor will provide MSK written notice of said election (the “**Notice**”). Upon receipt of the Notice by MSK, the Parties will endeavor to negotiate in good faith, an acceptable license agreement within [\*\*\*\*] (the “**Negotiation Period**”). Licenses elected and negotiated by Sponsor are effective as of the date the Parties sign a separate license agreement, which will contain indemnity, insurance, and no-warranty provisions, in addition to other customary terms and conditions that are based on standards current in the industry. If the Negotiation Period expires and a license agreement has not been negotiated, all rights to the MSK Invention will remain with MSK.
7. **PATENT PROSECUTION.** MSK shall control the preparation and prosecution of all patent applications and the maintenance of all patents related to MSK Inventions and Joint Inventions. Sponsor shall, within [\*\*\*\*] upon receipt of the Disclosure, determine whether to exercise its Option and request MSK to file and prosecute any patent application, domestic or foreign, on the Invention described in the Disclosure.
- 7.1. If Sponsor requests MSK to file and prosecute such patent applications, Sponsor shall bear all costs incurred in connection with the preparation, filing, prosecution and maintenance of U.S. and foreign applications directed to said MSK or Joint Invention and the cost of any activities investigating patentability. MSK shall keep Sponsor advised as to all developments with regard to said application(s) and shall promptly provide to Sponsor copies of all documents received and/or filed in connection with the filing, prosecution or maintenance thereof in reasonable time, subject to statutory deadlines.
- 7.1.1. Sponsor may elect to discontinue its financial support of such prosecution and/or maintenance, provided Sponsor notifies MSK in writing of such decision to

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discontinue reasonably in advance of MSK’s need to respond to any statutory deadlines.

- 7.1.2. If Sponsor elects to discontinue the financial support of such prosecution and/or maintenance, MSK may proceed with such preparation and prosecution at its own cost and expense and Sponsor thereby waives and gives up any right it may have under this Agreement to license the related MSK or Joint Invention. With regard to a Joint Invention, should the Sponsor subsequently use, license or sublicense any Joint Invention for economic gain, Sponsor shall reimburse all fees and expenses incurred by MSK in connection with the patent or other intellectual property protection which applies to such use, license or sublicense,

## 8. **TERM AND TERMINATION.**

- 8.1. **Term.** This Agreement commences on the Effective Date and continues until the earlier of: (i) the completion of the Sponsored Research; **or** (ii) five (5) year(s) from the Effective Date (“**Term**”). Sponsor and MSK will have the option to extend this agreement for a specified period of time, either with or without further compensation, by the mutual written consent of duly authorized representatives of MSK and Sponsor.
- 8.2. **Termination.** Either Party may terminate this Agreement for any reason with [\*\*\*\*] written notice. In the event of such early termination, Sponsor will reimburse MSK for all expenses incurred up to the date of termination, including, but not limited to, all non-cancelable obligations, and shall pro-rate financial support due based upon actual work performed and expenses committed pursuant to the Sponsored Research.
- 8.3. **Survival.** In the event of termination of this Agreement, the provisions of Sections 3 (Confidentiality), 4 (Results, Reports & Publication), 5 (Intellectual Property), 7 (Patent Prosecution) 8 (Term and Termination), 9 (Indemnification), 10 (Disclaimer and Warranties/Limitation of Liabilities), 11 (Use of Name) and 14 (Miscellaneous) will remain in effect, as well as any other provisions of this Agreement, as are necessary to effect the purposes of this Agreement.

9. **INDEMNIFICATION.** The Sponsor will defend, indemnify and hold MSK, the principal investigator and any of MSK’s employees, trustees, officers, Affiliates and agents, harmless from any claim, suit, loss, cost, damage, liability or expense arising out of Sponsor’s (including Sponsor’s employees, Affiliates, contractors, licensees or agents) performance or actions under this Agreement, the Sponsor’s use of any information, results, or deliverables, MSK’s use of Sponsor Resources for the purposes provided by Sponsor, and/or claims by or relating to Sponsor Staff. Such defense will be conducted by attorneys reasonably acceptable to both Parties. Sponsor may not settle any claims admitting MSK’s fault without MSK’s express prior written approval.

10. **DISCLAIMER OF WARRANTIES/LIABILITY LIMITATION.** ANY RESULTS, REPORTS, MATERIALS, INVENTIONS, TECHNOLOGIES, INTELLECTUAL

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PROPERTY OR OTHER PROPERTY OR RIGHTS GRANTED, GRANTED ACCESS TO, OR PROVIDED BY MSK PURSUANT TO THIS AGREEMENT ARE ON AN "AS IS" BASIS. MSK MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, EXCLUSIVITY OR TO FREEDOM FROM INTELLECTUAL PROPERTY INFRINGEMENT. MSK IS NOT LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR INABILITY TO USE SAID INTELLECTUAL PROPERTY OR ANY APPLICATIONS AND DERIVATIONS THEREOF. SPONSOR AGREES THAT IT WILL NOT MAKE ANY WARRANTY ON BEHALF OF MSK, EXPRESSED OR IMPLIED, TO ANY PERSON.

11. **USE OF NAME.** Neither Party will, without the prior written consent of the other Party, use in any advertising, publicity, or otherwise, the name, trademark, logo, symbol, other image of the party, or any variation thereof, or that of the Party's employees, agents, related schools, departments, or Affiliates.
12. **INSURANCE.** Sponsor will maintain insurance in type and amount sufficient to satisfy its obligations under this Agreement.
13. **NOTICES.** Any notice or communication required or permitted to be given to a Party under this Agreement will be made in writing and sent by registered or certified mail or by a nationally recognized overnight courier service. Notices under the preceding sentence will be deemed given on the date of receipt.

**If to MSK**

Memorial Sloan Kettering Cancer  
Center  
Attn: Gregory Raskin, M.D.  
Vice President,  
Technology Development  
1275 York Avenue, Box 524  
New York, NY 10065

**If to Sponsor**

Y-mAbs Therapeutics, Inc  
750 Third Avenue  
New York, NY 10017  
Attn: Thomas Gad

**with a copy to:**

Office of Technology Development  
Attn: Shilpi Banerjee, Esq., Ph.D.  
Associate General Counsel  
1275 York Avenue, Box 524  
New York, N.Y. 10065

**with a copy to:**

A Party may change its contact information immediately upon written notice to the other Party given in the manner provided in this [Section 13](#).

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14. **MISCELLANEOUS**

- 14.1. **Tax Exempt Status.** MSK is a nonprofit 501(c)(3) corporation. Sponsor agrees that if this Agreement is subject to taxation by any governmental authority, Sponsor will pay these taxes in full. MSK will have no liability for the payment of any taxes.
- 14.2. **Governing Law and Venue.** The Parties expressly agree that this Agreement and the enforcement of the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its provisions concerning the applicability of the laws of other jurisdictions. Any and all claims arising out of, relating to or in connection with this Agreement, or the relationship between the Parties hereto, shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within New York and each Party hereby consents to the exclusive jurisdiction and venue of these courts, without regard to any conflicts of law principles. Each Party agrees that all claims and matters may be heard and determined in any such court and each Party waives any right to object to such action on venue, forum non conveniens, or similar grounds.
- 14.3. **Headings.** The captions or headings in this Agreement do not form part of this Agreement, but are included solely for convenience.
- 14.4. **Affiliates.** "Affiliates" as used in this Agreement, means any person, firm, corporation or other entity controlling, controlled by, or under common control with a party hereto. The term "control" wherever used throughout this Agreement shall mean ownership, directly or indirectly, of more than fifty percent (50%) of the equity capital or the ability to effect the election of a majority of the directors. With regard to MSK, "Affiliates" shall include: Memorial Sloan Kettering Cancer Center, Sloan Kettering Institute for Cancer Research, and Memorial Hospital for Cancer and Allied Diseases.
- 14.5. **Waiver, Amendment.** No waiver, amendment or modification of this Agreement will be effective unless in writing and signed by both Parties.

- 14.6. **Assignment.** Neither Party may assign this Agreement or any of its obligations hereunder without the prior written consent of the other Party; however, this Agreement will be binding on any successors or permitted assigns of either Party.
- 14.7. **Risk; Severability.** In the event that the performance of any covenant, condition or provision of this Agreement should jeopardize MSK's status with regard to (i) licensure, (ii) participation in Medicare or Medicaid programs, (iii) full accreditation by The Joint Commission; **or** (iv) tax exempt status or the tax exempt status of any financing, this Agreement shall be renegotiated so as to eliminate the violation or non-complying aspects hereof, but without altering all other material rights and obligations of the Parties hereunder that reasonably can be given effect. If the Parties cannot promptly agree on the renegotiated provisions, either Party may terminate upon [\*\*\*\*] written notice to the other Party. If any term or condition of this Agreement is contrary to applicable law, such term or condition will not apply and will not invalidate any other part of this Agreement. However, if its deletion materially and adversely changes the

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position of either of the Parties, the affected Party may terminate this Agreement by giving [\*\*\*\*] written notice.

- 14.8. **No Agency.** Neither Party is agent, servant, employee, legal representative, partner or joint venturer of the other. Nothing herein will be deemed or construed as creating a joint venture or partnership between the Parties and neither Party has the power or authority to bind or commit the other.
- 14.9. **No Third Party Beneficiaries.** This Agreement does not create any rights, or rights of enforcement, in third Parties.
- 14.10. **Independent Developments.** Nothing contained in this Agreement will prevent either Sponsor or MSK from entering into research projects with third parties which are similar to the Sponsored Research herein, or from independently developing (either through third parties or through the use of its own personnel), or from acquiring from third parties, technologies or products which are similar to and competitive with Inventions or Technologies resulting from the Sponsored Research. Further, nothing herein will be construed to grant either Party any rights in any such independently developed technologies or products so developed or acquired as described in this section or any rights to the revenues or any portion thereof derived by the other from the use, sale, lease, license or other disposal of any such technologies or products. Furthermore, nothing herein will preclude either Party from transferring any such technologies or products to others including to users of the Inventions or Technologies resulting from the Sponsored Research.
- 14.11. **Export Controls.** Each Party acknowledges that any information or materials provided by the other under this Agreement may be subject to U.S. export laws and regulations, including the International Traffic in Arms (**ITAR**) Regulations (22 CFR Chapter I, Subchapter M, Parts 120-130), Export Administration Regulations (**EAR**) (15 CFR Chapter VII, Subchapter C, Parts 730-774), Office of Foreign Assets Control (**OFAC**) Regulations (31 CFR, Subtitle B, Chapter V), and Assistance to Foreign Atomic Energy Activities (10 CFR Part 810); each Party agrees to comply with all such laws. Because MSK is an academic institution and has many faculty, staff, students, and visitors who are foreign persons, MSK intends to conduct the Sponsored Research as fundamental research under the export regulations, such that the results generated by MSK qualify as "public domain" under ITAR Parts 120.10 and 120.11 or "publicly available" under EAR Parts 734.3(b)(3) and 734.8(a,b). Sponsor will not knowingly disclose, and will use commercially reasonable efforts to prevent disclosure to MSK of any information subject to export controls under the ITAR's United States Munitions List (USML, 22 CFR Part 121), the EAR's Commerce Control List (CCL, 15 CFR Part 774 and Supplements), or 10 CFR Part 810 Restricted Data or Sensitive Nuclear Technology. If for purposes of the Sponsored Research, Sponsor intends to disclose export-controlled information to MSK, Sponsor will not disclose such information to MSK unless and until a plan for transfer, use, dissemination and control of the information has been approved by MSK. If Sponsor learns of an export control classification by the U.S. or any other government during the course of the Research,

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Sponsor shall inform MSK of such promptly. In the event Sponsor inadvertently (i) discloses export controlled information **or** (ii) breaches this **Section 14.12**, deadlines contemplated by the Sponsored Research will be adjusted based on the time it takes to address the disclosure. The Sponsor represents and agrees that it shall not export from the U.S. directly or indirectly, or transfer to a non-U.S. Person located in the U.S., any technical information (or the direct product thereof) furnished to the Sponsor either directly or indirectly by MSK without first complying with all requirements of all relevant U.S. export regulations, including any government license requirements, if applicable. Sponsor agrees to indemnify, defend and hold harmless MSK, its officers, agents and employees from all liability involving the violation of such export regulations, either directly or indirectly by the Sponsor. Sponsor acknowledges it may be subject to criminal liability under U.S. laws for the Sponsor's failure to obtain any required export licenses.

- 14.12. **Force Majeure.** Each of the Parties will be excused from performance of this Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the Party affected. The Parties will, however, use their best efforts to avoid or cure such conditions. The Party claiming such conditions as an excuse for delaying performance will give prompt written notice of the conditions, and its intent to delay performance, to the other Party and will resume its performance as soon as performance is possible.

14.13. **Entire Agreement.** This Agreement embodies the entire agreement of the Parties. It supersedes all prior agreements between the Parties with respect to the subject matter.

14.14. **Counterparts.** This Agreement may be executed by one or more counterparts by the Parties by signature of a person having authority to bind the Party, each of which when executed and delivered by facsimile, electronic transmission or by mail delivery, will be an original and all of which will constitute but one and the same Agreement. The Parties agree to the use of electronic signatures, and agree to being subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (enacted June 30, 2000, and codified at 15 U.S.C. § 7001 et seq)).

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement, effective as of the date of the last signature below:

**SPONSOR**

**MEMORIAL SLOAN KETTERING  
CANCER CENTER**

By: /s/ Thomas Gad  
Name: Thomas Gad  
  
Title: President  
Date: 11-10-15

By: /s/ Eric Cottington  
Name: Eric Cottington, PhD  
Senior Vice President Research and  
Title: Techonology Development  
Date: 11-4-15

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Although not individually a party to this Agreement, I, the undersigned MSK Investigator, as an employee of MSK, have read and understand the terms of this Agreement.

By: \*\*\*\*  
Name: \*\*\*\*  
Title: \*\*\*\*  
Date: 11/5/15

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**APPENDIX A**  
**The Sponsored Research**

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**APPENDIX B**  
**PROJECT BUDGET**

1. **Payment Method.** Sponsor will make payments to, and checks made payable to “Memorial Sloan Kettering Cancer Center”, and will have: (i) a note on the check stub or on its transmittal letter that the payment relates to this Agreement; (ii) references the MSK Investigator; (iii) the MSK reference number, [\*\*\*\*]; **and** (iv) the invoice number. Payments will be sent to the following address (or other address, or direct wire transfer, as may be agreed to by the Parties):

Memorial Sloan Kettering Cancer Center  
P.O. Box 29035  
New York, N.Y. 10087

- 1.1. Should Sponsor fail to pay MSK monies due and payable hereunder for more than [\*\*\*\*] following the date of invoicing or payment due under a Budget, MSK will have the right to terminate this Agreement on [\*\*\*\*] written notice, unless Sponsor pays MSK within the [\*\*\*\*] period all such payments due. Upon failure to receive timely payment MSK may choose to halt any current work until full payments (including late fees) are received. Sponsor shall be responsible for all collection costs associated with non-payment.

- 1.2. Payments made after the due date will accrue interest beginning the [\*\*\*\*] following the due date, calculated at the annual rate of the sum of: (i) [\*\*\*\*]; **plus** (ii) the prime interest rate quoted by the Wall Street Journal on the date said payment is due.

2. **Equipment and Property.** Title to and ownership of all equipment and property provided to or purchased by MSK under this Agreement will be in and remain with MSK even after completion or termination of this Agreement.

3. **Budget.** [See Attached].

4. **Payment Schedule.** MSK shall invoice [\*\*\*\*] of the total annual budget for each year of research detailed under “Total Budget” on the following page at the beginning of each calendar quarter, except that the first invoice for [\*\*\*\*] of the total annual budget for Year 1 shall be sent immediately upon execution of this Agreement, the second invoice shall follow at the beginning of the following quarter.

5. **Invoice Instructions from Sponsor.**

5.1. Purchase Order No.: SRA01.

5.2. Invoices are to be submitted as follows: via email to bk@ymabs.com.

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**Budget**

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**Exhibit D**  
**SPONSORED RESEARCH AGREEMENT**

This Sponsored Research Agreement (this “**Agreement**”), effective as of the date of the signature of the underlying license agreement, SK2017-1696, dated November 13, 2017, (“**Effective Date**”), is between Memorial Sloan Kettering Cancer Center, a New York not-for-profit entity, with offices at 1275 York Avenue, New York, NY 10065 (“**MSK**”) and Y-mAbs Therapeutics, Inc., a Delaware corporation with a principal office at 750 3<sup>rd</sup> Avenue, New York, N.Y. 10017 (“**Sponsor**”). MSK and Sponsor may be individually referred to as a “**Party**”, and collectively as the “**Parties**”. This Exhibit D, including Appendix A and Appendix B attached hereto, replaces the Exhibit D (including Appendix B) of the License Agreement for MSK’s technology “CD33 Antibodies and constructs thereof” between Memorial Sloan Kettering Cancer Center and Y-mAbs Therapeutics, Inc., dated November 10, 2017 in its entirety, and such original Exhibit D is hereby cancelled and void.

**WHEREAS**, Sponsor is a clinical-stage biopharmaceutical company; and

**WHEREAS**, Sponsor desires to provide support for the research to be conducted at MSK; and

**WHEREAS**, MSK, a premier cancer center, through its Neuroblastoma Program, has valuable skill, experience, and the necessary expertise to conduct the research;

**WHEREAS**, the performance and support of such research is of mutual interest and benefit to Sponsor and MSK and is consistent with the academic, research, and public service objectives of MSK as a nonprofit, tax-exempt institution.

**NOW THEREFORE**, in consideration of the foregoing recitals, mutual agreements, and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. SPONSORED RESEARCH.**

- 1.1. **Research Plan.** The research program subject to this Agreement is specified in **Appendix A**, which is incorporated herein by reference (the “**Sponsored Research**”).
- 1.2. **Compensation.** Sponsor will provide the financial support for the Sponsored Research as detailed in the budget **Appendix B** which is incorporated herein by reference, (the “**Budget**”). If, at any time, a Party has reason to believe that the cost of the Sponsored Research will exceed the amount set forth in the Budget, such Party will notify the other Party, giving a revised budget for completion of the Sponsored Research.
- 1.3. By entering into this Agreement, the Parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time, including but not limited to (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations **and** (ii) the limitation on certain physician referrals, also referred to as the “Stark Law” (42 U.S.C. 1395nn). Accordingly, no part of any

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consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business of the ordering of items or services; nor are the payments intended to induce illegal referrals of business. If as a result of a change in law or otherwise this Agreement is reasonably determined by legal counsel of a Party to violate, or present an unacceptable risk of violating, any federal, state, or local laws, rules, or regulations, the Parties agree to negotiate in good faith revisions to any provision which is in, or which presents an unacceptable risk of, violation. The Parties acknowledge that rights of MSK may be subject to statutory rights of agencies of the United States government under terms of 35 USC §§200-212 or other statutes, or rights of other funding agencies.

**2. ANIMAL STUDIES**

- 2.1. Should warm-blooded animals be used in the Sponsored Research, MSK will comply with the applicable portions of the Animal Welfare Act (P.L. 99-158) and will follow the guidelines prescribed in the Public Health Services Policy on Humane Care and Use of Laboratory Animals.
- 2.2. MSK’s Animal Care and Use program does not conduct studies subject to the FDA Good Laboratory Practice (**GLP**) regulations. As a result, nonclinical studies conducted at MSK are not GLP studies. Since MSK does not incorporate GLP into its standard animal care, results obtained from animal studies at MSK cannot be described as GLP compliant and should not be so described in applications to the FDA or in other documents.

**3. CONFIDENTIALITY**

- 3.1. **Confidential Information.** During the Term, one Party (the “**Disclosing Party**”) may provide proprietary or confidential information necessary to conduct the Sponsored Research to the other Party (the “**Receiving Party**”). Accordingly, “**Confidential Information**” is:

(i) data and other information that is disclosed by the Disclosing Party to the Receiving Party under this Agreement during the Term and which relates to the Sponsored Research, regardless of whether the information is disclosed in writing, orally, graphically, electronically, or in any other manner, **and** (ii) any information that is expressly marked or designated in writing as confidential and proprietary by the Disclosing Party. The Receiving Party acknowledges and agrees that the Disclosing Party reserves all rights in and to the Disclosing Party's Confidential Information. This Agreement shall not constitute a license, assignment, or any other rights, expressed or implied, to the Disclosing Party's Confidential Information, except as expressly provided in this Agreement Confidential Information does not include, and each Party has no obligation with respect to, any information which: (i) is already known to it; (ii) is or becomes publicly known through lawful means in no violation of this Agreement by the Receiving Party; (iii) is received from a third party, not bound by a duty confidentiality, without restriction and without breach of this Agreement; (iv) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; **or** (v) is approved for release by written authorization of the Disclosing Party.

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3.2. **Confidential Obligation.** All Confidential Information disclosed under this Agreement will be held in confidence by the Receiving Party during the Term of this Agreement and for a period of five (5) years following termination or expiration of this Agreement. The Receiving Party shall maintain the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as it maintains the confidentiality of its own confidential information, and in any event, not less than a reasonable standard of care. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party or destroy all copies of the Disclosing Party's Confidential Information; provided, however, that the Receiving Party: (i) may retain a single copy of the Disclosing Party's Confidential Information for the sole purpose of ascertaining its ongoing rights and responsibilities in respect of such information; **and** (ii) shall not be required to destroy any computer files stored securely by the Receiving Party or its Affiliates that are: (x) created during automatic system back up; **or** (y) retained for legal purposes by the Receiving Party or its Affiliates.

3.3. **Covenants of Non-Use and Non-Disclosure.** The Receiving Party may only use, copy and make extracts of the Disclosing Party's Confidential Information in connection with and in the furtherance of the Sponsored Research. The Receiving Party shall not use the Disclosing Party's Confidential Information for any other purpose without the prior written permission of the Disclosing Party. Except as provided below, the Receiving Party shall not disclose any of the Disclosing Party's Confidential Information to any third Party without the prior written permission of the Disclosing Party.

3.3.1. The Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's Affiliates and the directors, officers, employees, contractors, and consultants of the Receiving Party and its Affiliates who have a need to know the Confidential Information and only in connection with and in the furtherance of the Sponsored Research, after advising each of the obligations under this Agreement, and who are bound by obligations of confidentiality substantially similar to those in this Agreement. The Receiving Party shall be liable to the Disclosing Party for any breach by the Receiving Party's directors, officers, employees, contractors, consultants, and its Affiliates.

3.3.2. If the Receiving Party is required by applicable law, judicial order or governmental regulation, then the Receiving Party will be permitted to disclose (and the Receiving Party shall not be required to destroy) any of the Disclosing Party's Confidential Information that is required to be disclosed by a governmental authority or applicable law in connection with a legal or administrative proceeding (including in connection with any regulatory approval process), provided that the Receiving Party: (i) notifies the Disclosing Party of any such disclosure requirement as soon as practicable; (ii) reasonably cooperate with the Disclosing Party (at the Disclosing Party's cost) if the Disclosing Party seeks a protective order or other remedy in respect of any such disclosure **and** (iii) furnishes only that portion of the Confidential Information which the Receiving Party is legally required to disclose.

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3.4. **Equitable Relief.** Each Party acknowledges that disclosure or improper use of the Confidential Information might cause the other Party immediate and irreparable harm. Without limiting the following, each Party agrees that the other Party will be entitled to seek equitable relief in addition to any other remedies available.

3.5. **Privacy.** MSK will make all attempts to ensure that any information revealing a patient's identity attached to patient samples or results from the Sponsored Research are removed ("PHI"). Should Sponsor be exposed to PHI despite MSK's effort to de-identify any such information, Sponsor agrees to use good faith efforts to delete such PHI and further agrees that there shall be no time limit on the Parties' obligation to maintain the confidentiality of PHI, including information whose identifiers may be ascertained by the exercise of reasonable effort through investigation. PHI shall be protected in compliance with all applicable regulations, rules and statutes including the Health Insurance Portability and Accountability Act of 1996 and regulations, laws and guidelines related thereto. Sponsor agrees to refrain from publishing or disclosing any part of such confidential PHI for any purpose. PHI must be maintained in confidence indefinitely. Sponsor shall require that its personnel respect the confidential nature of all medical information relating to MSK patients. Sponsor shall ensure that its personnel have been informed of, and shall comply with all applicable laws, rules, and regulations governing confidentiality, disclosure, and re-disclosure requirements of

#### 4. RESULTS, REPORTS, & PUBLICATION.

- 4.1. **“Results”** means data and information generated from the performance of the Sponsored Research during the term of this Agreement. Results expressly exclude Inventions. MSK will provide the Sponsor with a final report within [\*\*\*\*] of the completion of the Sponsored Research and any periodic progress reports specified in Appendix A (“Reports”). MSK owns all Results and Reports arising from the Sponsored Research under this Agreement. Subject to Section 3 (Confidentiality), Sponsor shall have the right to use the Results disclosed to Sponsor in Reports for its internal research use and solely to the extent such use does not jeopardize MSK’s publication or intellectual property rights.
- 4.2. **Publication.** MSK is free to publish the Results, MSK will submit for review a copy of the proposed publication (including abstracts, or presentation to a journal, editor, meeting, seminar or other third party) resulting from the Sponsored Research to Sponsor at least [\*\*\*\*] prior to submission for publication or presentation. If no response is received from Sponsor within those [\*\*\*\*] it may be conclusively presumed that the publication may proceed without delay. Such delay will not, however, be imposed on the filing of any student thesis or dissertation.
- 4.2.1. If Sponsor determines such proposed publication contains Sponsor’s Confidential Information, it shall notify MSK within such [\*\*\*\*] review period and MSK shall delete such Sponsor Confidential Information before proceeding with its

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planned publication, Upon MSK’s request, Sponsor and MSK shall work in good faith to develop substitute language that is scientifically comparable but does not disclose Sponsor’s Confidential Information. For the purpose of this provision only, the term Confidential Information shall not include the Sponsored Research data, results, materials, or description of the Sponsored Research methodology necessary for a meaningful publication, which may otherwise come within the definition of Confidential Information contained in Section 3 (Confidentiality).

- 4.2.2. If Sponsor determines and requests that the proposed publication or presentation contains patentable subject matter, MSK will delay the publication or presentation for a period of time not to exceed [\*\*\*\*] to allow the filing of appropriate patent applications relating to such subject matter.
- 4.2.3. Any proposed publication disclosed to Sponsor hereunder is MSK’s Confidential Information. Sponsor shall hold such disclosure on a confidential basis and shall not disclose the information to any third party, or use the information, without the prior written consent of MSK.
- 4.3. **Copyrights.** Title to any copyright or copyrightable material first produced or composed in the performance of the Sponsored Research will remain with, or be assigned to, MSK.

#### 5. INTELLECTUAL PROPERTY.

- 5.1. **Inventions.** **“Invention”** means any invention that is within the scope of the Sponsored Research and is first conceived and reduced to practice during the performance of the Sponsored Research funded under this Agreement that is or may be patentable or otherwise protectable under Title 35 of the United States Code. Ownership of an Invention shall track inventorship, inventorship of Inventions shall be determined according to United States patent law. Sponsor owns the entire right, title and interest in and to all Inventions developed by Sponsor personnel (**“Sponsor Invention”**). An Invention that is jointly developed by MSK and Sponsor personnel will be jointly owned (**“Joint Invention”**). MSK owns the entire right, title, and interest in and to all Inventions developed by MSK personnel (**“MSK Invention”**).
- 5.1.1. **Invention Option.** MSK grants Sponsor the first option to negotiate an exclusive or non-exclusive commercial license to MSK Inventions and the first option to negotiate an exclusive license to MSK rights in Joint Inventions.
- 5.1.2. **Internal Use Only.** MSK grants Sponsor a non-exclusive, non-commercial, non-transferable, royalty-free license under MSK’s rights in Joint Inventions and MSK Inventions for the Sponsor’s internal non-commercial research purposes.
- 5.2. **Other Intellectual Property.** Nothing contained in this Agreement shall affect, either directly or by implication, estoppel, or otherwise, the pre-existing rights of either Party in intellectual property developed prior to the Effective Date of this Agreement or intellectual property developed outside of this Agreement. All such intellectual property

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shall remain the property of its owner and the option granted to Sponsor in this Agreement shall not apply to such intellectual property.

## 6. Option.

6.1. **Disclosure.** Under MSK policy, inventions and discoveries which result from research or other activities carried out at MSK or with the substantial aid of its facilities or funds administered by it, are disclosed to MSK and are the property of MSK. If an Invention, is disclosed to MSK and MSK believes that it may be amenable to patenting and/or licensing, the MSK Office of Technology Development, in accordance with MSK policies and practices, will promptly notify the Sponsor, thereby creating a "**Disclosure**". Sponsor shall hold the Disclosure on a confidential basis and shall not disclose the information to any third party, or use the information, without the prior written consent of MSK. Sponsor shall disclose to MSK any Joint Inventions.

6.2. **Option Period.** The options granted in §5.1.1 (Invention Option) begin on the date the Sponsor receives the relevant Disclosure and ends [\*\*\*\*] from that date (the "**Option Period**").

6.3. **Negotiation Period.** If Sponsor elects to exercise the option, Sponsor will provide MSK written notice of said election (the "**Notice**"). Upon receipt of the Notice by MSK, the Parties will endeavor to negotiate in good faith, an acceptable license agreement within [\*\*\*\*] (the "**Negotiation Period**"). Licenses elected and negotiated by Sponsor are effective as of the date the Parties sign a separate license agreement, which will contain indemnity, insurance, and no-warranty provisions, in addition to other customary terms and conditions that are based on standards current in the industry. If the Negotiation Period expires and a license agreement has not been negotiated, all rights to the MSK Invention will remain with MSK.

7. **PATENT PROSECUTION.** MSK shall control the preparation and prosecution of all patent applications and the maintenance of all patents related to MSK Inventions and Joint Inventions. Sponsor shall, within [\*\*\*\*] upon receipt of the Disclosure, determine whether to exercise its Option request MSK to file and prosecute any patent application, domestic or foreign, on the Invention described in the Disclosure.

7.1. If Sponsor requests MSK to file and prosecute such patent applications, Sponsor shall bear all costs incurred in connection with the preparation, filing, prosecution and maintenance of U.S. and foreign applications directed to said MSK or Joint Invention and the cost of any activities investigating patentability. MSK shall keep Sponsor advised as to all developments with regard to said application(s) and shall promptly provide to Sponsor copies of all documents received and/or filed in connection with the filing, prosecution or maintenance thereof in reasonable time, subject to statutory deadlines.

7.1.1. Sponsor may elect to discontinue its financial support of such prosecution and/or maintenance, provided Sponsor notifies MSK in writing of such decision to

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discontinue reasonably in advance of MSK's need to respond to any statutory deadlines.

7.1.2. If Sponsor elects to discontinue the financial support of such prosecution and/or maintenance, then Sponsor thereby waives and gives up any right it may have under this Agreement to license the related MSK or Joint Invention and MSK may proceed with such preparation and prosecution at its own cost and expense. With regard to a Joint Invention, should the Sponsor subsequently use, license or sublicense any Joint Invention for economic gain, Sponsor shall reimburse all fees and expenses incurred by MSK in connection with the patent or other intellectual property protection which applies to such use, license or sublicense.

## 8. TERM AND TERMINATION.

8.1. **Term.** This Agreement commences on the Effective Date and continues until the earlier of: (i) the completion of the Sponsored Research; or (ii) two (2) year(s) from the Effective Date ("**Term**"). Sponsor and MSK will have the option to extend this Agreement for a specified period of time, either with or without further compensation, by the mutual written consent of duly authorized representatives of MSK and Sponsor.

8.2. **Termination.** Either Party may terminate this Agreement for any reason with [\*\*\*\*] written notice. In the event of such early termination, Sponsor will reimburse MSK for all expenses incurred up to the date of termination, including, but not limited to, all non-cancelable obligations, and shall pro-rate financial support due based upon actual work performed and expenses committed pursuant to the Sponsored Research.

8.3. **Survival.** In the event of termination of this Agreement, the provisions of Sections 3 (Confidentiality), 4 (Results, Reports & Publication), 5 (Intellectual Property), 7 (Patent Prosecution) 8 (Term and Termination), 9 (Indemnification), 10 (Disclaimer and Warranties/Limitation of Liabilities), 11 (Use of Name) and 14 (Miscellaneous) will remain in effect, as well as any other provisions of this Agreement, as are necessary to effect the purposes of this Agreement.

9. **INDEMNIFICATION.** The Sponsor will defend, indemnify and hold MSK, the MSK Investigator and any of MSK's employees, trustees, officers, Affiliates and agents, harmless from any claim, suit, loss, cost, damage, liability or expense arising out of Sponsor's (including Sponsor's employees, Affiliates, contractors, licensees or agents) performance or actions under this Agreement, the Sponsor's use of any information, results, or deliverables, MSK's use of Sponsor Resources for the purposes provided by Sponsor, and/or claims by or relating to Sponsor Staff. Such defense will be conducted by attorneys reasonably acceptable to both Parties. Sponsor may not settle any claims admitting MSK's fault without MSK's express prior written approval.

10. **DISCLAIMER OF WARRANTIES/LIABILITY LIMITATION.** ANY RESULTS, REPORTS, MATERIALS, INVENTIONS, TECHNOLOGIES, INTELLECTUAL.

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PROPERTY OR OTHER PROPERTY OR RIGHTS GRANTED, GRANTED ACCESS TO, OR PROVIDED BY MSK PURSUANT TO THIS AGREEMENT ARE ON AN "AS IS" BASIS. MSK MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, EXCLUSIVITY OR TO FREEDOM FROM INTELLECTUAL PROPERTY INFRINGEMENT. MSK IS NOT LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR INABILITY TO USE SAID INTELLECTUAL PROPERTY OR ANY APPLICATIONS AND DERIVATIONS THEREOF. SPONSOR AGREES THAT IT WILL NOT MAKE ANY WARRANTY ON BEHALF OF MSK, EXPRESSED OR IMPLIED, TO ANY PERSON.

11. **USE OF NAME.** Neither Party will, without the prior written consent of the other Party, use in any advertising, publicity, or otherwise, the name, trademark, logo, symbol, other image of the Party, or any variation thereof, or that of the Party's employees, agents, related schools, departments, or Affiliates.
12. **INSURANCE.** Sponsor will maintain insurance in type and amount sufficient to satisfy its obligations under this Agreement.
13. **NOTICES.** Any notice or communication required or permitted to be given to a Party under this Agreement will be made in writing and sent by registered or certified mail or by a nationally recognized overnight courier service. Notices under the preceding sentence will be deemed given on the date of receipt.

**If to MSK**

Memorial Sloan Kettering Cancer Center  
Attn: Gregory Raskin, M.D.  
Vice President,  
Technology Development  
1275 York Avenue, Box 524  
New York, NY 10065

**If to Sponsor**

Y-m Abs Therapeutics, Inc  
Attn: Thomas Gad  
Chairman, President  
750 3<sup>rd</sup> Avenue, 9<sup>th</sup> Floor  
New York, N.Y. 10017

**with a copy to:**

Office of Technology Development  
Attn: Shilpi Banerjee, Esq., Ph.D.  
Chief Intellectual Property Counsel  
1275 York Avenue, Box 524  
New York, N.Y. 10065

**with a copy to:**

Satterlee Stephens LLP  
Attn: Dwight A. Kinsey, Esq  
General Counsel  
230 Park Avenue, Suite 1130  
New York, N.Y. 10169

A Party may change its contact Information immediately upon written notice to the other Party given in the manner provided in this Section 13.

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14. **MISCELLANEOUS**

- 14.1. **Tax Exempt Status.** MSK is a nonprofit 501(c)(3) corporation. Sponsor agrees that if this Agreement is subject to taxation by any governmental authority, Sponsor will pay these taxes in full. MSK will have no liability for the payment of any taxes.
- 14.2. **Governing Law and Venue.** The Parties expressly agree that this Agreement and the enforcement of the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its provisions concerning the applicability of the laws of other jurisdictions. Any and all claims arising out of, relating to or in connection with this Agreement, or the relationship between the Parties hereto, shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within New York and each Party hereby consents to the exclusive jurisdiction and venue of these courts, without regard to any conflicts of law principles. Each Party agrees that all claims and matters may be heard and determined in any such court and each Party waives any right to object to such action on venue, forum non conveniens, or similar grounds.
- 14.3. **Headings.** The captions or headings in this Agreement do not form part of this Agreement, but are included solely for convenience.
- 14.4. **Affiliates.** "Affiliates" as used in this Agreement, means any person, firm, corporation or other entity controlling, controlled by, or under common control with a Party hereto. The term "control" wherever used throughout this Agreement shall mean ownership, directly or

indirectly, of more than fifty percent (50%) of the equity capital or the ability to effect the election of a majority of the directors. With regard to MSK, "Affiliates" shall include: Memorial Sloan Kettering Cancer Center, Sloan Kettering Institute for Cancer Research, and Memorial Hospital for Cancer and Allied Diseases.

- 14.5. **Waiver, Amendment.** No waiver, amendment or modification of this Agreement will be effective unless in writing and signed by both Parties.
- 14.6. **Assignment.** Neither Party may assign this Agreement or delegate any of its obligations hereunder without the prior written consent of the other Party; however, this Agreement will be binding on any successors or permitted assigns of either Party. Any purported assignment of rights or delegation of performance in violation of this Section is void.
- 14.7. **Risk; Severability.** In the event that the performance of any covenant, condition or provision of this Agreement should jeopardize MSK's status with regard to (i) licensure, (ii) participation in Medicare or Medicaid programs, (iii) full accreditation by The Joint Commission; or (iv) tax exempt status or the tax exempt status of any financing, this Agreement shall be renegotiated so as to eliminate the violation or non-complying aspects hereof, but without altering all other material rights and obligations of the Parties hereunder (that reasonably can be given effect. If the Parties cannot promptly agree on the renegotiated provisions, either Party may terminate upon [\*\*\*\*] written notice to the other Party. If any term or condition of this Agreement is contrary to applicable law, such term or condition will not apply and will not invalidate any other part of this

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Agreement. However, if its deletion materially and adversely changes the position of either of the Parties, the affected Party may terminate this Agreement by giving [\*\*\*\*] written notice.

- 14.8. **No Agency.** Neither Party is agent, servant, employee, legal representative, partner or joint venturer of the other. Nothing herein will be deemed or construed as creating a joint venture or partnership between the Parties and neither Party has the power or authority to bind or commit the other.
- 14.9. **No Third Party Beneficiaries.** This Agreement does not create any rights, or rights of enforcement, in third parties.
- 14.10. **Independent Developments.** Nothing contained in this Agreement will prevent either Sponsor or MSK from entering into research projects with third parties which are similar to the Sponsored Research herein, or from independently developing (either through third parties or through the use of its own personnel), or from acquiring from third parties, technologies or products which are similar to and competitive with Inventions resulting from the Sponsored Research. Further, nothing herein will be construed to grant either Party any rights in any such independently developed technologies or products so developed or acquired as described in this section or any rights to the revenues or any portion thereof derived by the other from the use, sale, lease, license or other disposal of any such technologies or products. Furthermore, nothing herein will preclude either Party from transferring any such technologies or products to others including to users of the Inventions resulting from the Sponsored Research.
- 14.11. **Export Controls.** Each Party acknowledges that any information or materials provided by the other under this Agreement may be subject to U.S. export laws and regulations, including the International Traffic in Arms (**ITAR**) Regulations (22 CFR Chapter I, Subchapter M, Parts 120-130), Export Administration Regulations (**EAR**) (15 CFR Chapter VII, Subchapter C, Parts 730-774), Office of Foreign Assets Control (**OFAC**) Regulations (31 CFR, Subtitle B, Chapter V), and Assistance to Foreign Atomic Energy Activities (10 CFR Part 810); each Party agrees to comply with all such laws. Because MSK is an academic institution and has many faculty, staff, students, and visitors who are foreign persons, MSK intends to conduct the Sponsored Research as fundamental research under the export regulations, such that the results generated by MSK qualify as "public domain" under ITAR Parts 120.10 and 120.11 or "publicly available" under EAR Parts 734.3(b)(3) and 734.8(a,b). Sponsor will not knowingly disclose, and will use commercially reasonable efforts to prevent disclosure to MSK of any information subject to export controls under the ITAR's United States Munitions List (USML, 22 CFR Part 121), the EAR's Commerce Control List (CCL, 15 CFR Part 774 and Supplements), or 10 CFR Part 810 Restricted Data or Sensitive Nuclear Technology. If for purposes of the Sponsored Research, Sponsor intends to disclose export-controlled information to MSK, Sponsor will not disclose such information to MSK unless and until a plan for transfer, use, dissemination and control of the information has been approved by MSK. If Sponsor learns of an export control classification by the U.S. or any other government during the course of the Research, Sponsor shall inform MSK of such promptly. In the event Sponsor

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inadvertently (i) discloses export controlled information or (ii) breaches this **Section 14.11**, deadlines contemplated by the Sponsored Research will be adjusted based on the time it takes to address the disclosure. The Sponsor represents and agrees that it shall not export from the U.S. directly or indirectly, or transfer to a non-U.S. Person located in the U.S., any technical information (or the direct product thereof) furnished to the Sponsor either directly or indirectly by MSK without first complying with all requirements of all relevant U.S. export

regulations, including any government license requirements, if applicable. Sponsor agrees to indemnify, defend and hold harmless MSK, its officers, agents and employees from all liability involving, the violation of such export regulations, either directly or indirectly by the Sponsor. Sponsor acknowledges it may be subject to criminal liability under U.S. laws for the Sponsor's failure to obtain any required export licenses.

**14.12. Force Majeure.** Each of the Parties will be excused from performance of this Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the Party affected, The Parties will, however, use their best efforts to avoid or cure such conditions. The Party claiming such conditions as an excuse for delaying performance will give prompt written notice of the conditions, and its intent to delay performance, to the other Party and will resume its performance as soon as performance is possible.

**14.13. Entire Agreement.** This Agreement embodies the entire agreement of the Parties. It supersedes all prior agreements between the Parties with respect to the subject matter.

**14.14. Counterparts.** This Agreement may be executed by one or more counterparts by the Parties by signature of a person having authority to bind the Party, each of which when executed and delivered by facsimile, electronic transmission or by mail delivery, will be an original and all of which will constitute but one and the same Agreement. The Parties agree to the use of electronic signatures, and agree to being subject to the provisions of the U.S. K-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (enacted June 30, 2000, and codified at 15 U.S.C. § 7001 et seq)).

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have executed this Agreement below:

**SPONSOR**

**MEMORIAL SLOAN KETTERING  
CANCER CENTER**

By: /s/ Thomas Gad  
Name: Thomas Gad  
Title: Chairman, President  
Date: 3/2/2018

By: /s/ Eric Cottington  
Name: Eric Cottington, Ph.D.  
Title: Senior Vice President, Research and Technology Management  
Date: 3-5-18

Although not individually a party to this Agreement, I, the undersigned MSK Investigator, as an employee of MSK, have read and understand the terms of this Agreement.

By: \*\*\*\*  
Name: \*\*\*\*

\*\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Title: \*\*\*\*  
Date: 3/5/18

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**APPENDIX A**  
**The Sponsored Research**

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**APPENDIX B**  
**PROJECT BUDGET**

1. **Payment Method.** Sponsor will make payments to, and checks made payable to "Memorial Sloan Kettering Cancer Center", and will have: (i) a note on the check stub or on its transmittal Letter that the payment relates to this Agreement; (ii) references the MSK Investigator; (iii) the \*\*\*\*;

**and (iv)** the invoice number. Payments will be sent to the Mowing address (or other address, or direct wire transfer, as may be agreed to by the Parties):

Memorial Sloan Kettering Cancer Center  
P.O. Box 29035  
New York, N.Y. 10087

- 1.1. Should Sponsor fail to pay MSK monies due and payable hereunder for more than [\*\*\*\*] following the date of invoicing or payment due under a Budget, MSK will have the right to terminate this Agreement on [\*\*\*\*] written notice, unless Sponsor pays MSK within the [\*\*\*\*] period all such payments due. Upon failure to receive timely payment MSK may choose to halt any current work until full payments (including late fees) are received. Sponsor shall be responsible for all collection costs associated with non-payment.
- 1.2. Payments made after the due date will accrue interest beginning the [\*\*\*\*] following the due date, calculated at the annual rate of the sum of: **(i)** [\*\*\*\*]; **plus (ii)** the prime interest rate quoted by the Wall Street Journal on the date said payment is due.

2. **Equipment and Property.** Title to and ownership of all equipment and property provided to or purchased by MSK under this Agreement will be in and remain with MSK even after completion or termination of this Agreement.

3. **Budget and Payment Schedule.**

Payment Schedule. MSK shall invoice [\*\*\*\*] of the total annual budget for each year of research detailed under “Total Budget “ on the following page at the beginning of each calendar quarter, except that the first invoice for [\*\*\*\*] of the total annual budget for Year I shall be sent immediately upon execution of this Agreement, the second invoice shall follow at the beginning of the following quarter.

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<b>BUDGET CATEGORY</b>	<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>TOTAL</b>
TOTALS	[****]	[****]	[****]
A.PERSONNEL COSTS (including Fringe)	[****]	[****]	[****]
B. OTHER COSTS	[****]	[****]	[****]
MAJOR EQUIPMENT	[****]	[****]	[****]
TRAVEL COSTS	[****]	[****]	[****]
MATERIALS, SUPPLIES, AND CONSUMABLES	[****]	[****]	[****]
CONSULTANT COSTS	[****]	[****]	[****]
SUBAWARD/CONSORTIUM/ CONTRACTUAL COSTS	[****]	[****]	[****]
ANIMAL COSTS	[****]	[****]	[****]
RESEARCH-RELATED SUBJECT COSTS	[****]	[****]	[****]
OTHER EXPENSES	[****]	[****]	[****]
C. TOTAL DIRECT COSTS	[****]	[****]	[****]
D. TOTAL INDIRECT COSTS (71/1% IDC)	[****]	[****]	[****]
E.TOTAL COST			

4. **Invoice Instructions from Sponsor.**

- 4.1. Purchase Order No [\*\*\*\*]
- 4.2. Invoices are to be submitted As follows: bk@ymabs.com

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## INVESTIGATOR-SPONSORED MASTER CLINICAL TRIAL AGREEMENT

**THIS INVESTIGATOR-SPONSORED TRIAL AGREEMENT** (together with Appendix A, the “**Agreement**”) is made as of the date last signed below (the “**Effective Date**”) by and among Y-mAbs Therapeutics, Inc, a corporation with offices at 750 Third Avenue, 9<sup>th</sup> floor, New York, NY 10017 (“**Company**”), on the one hand; and **MEMORIAL SLOAN KETTERING CANCER CENTER**, a New York not-for-profit corporation with principal offices at 1275 York Avenue, New York, New York 10065, on behalf of Memorial Hospital for Cancer and Allied Diseases, its Regional Network sites, MSK Alliance Clinical Trial Sites, and its Cancer Health Equity Research Program Sites (“**MSK**”), and on behalf of itself and its employee specified in the applicable Study Addendum (“**Investigator-Sponsor**”), on the other hand. The parties agree that INVESTIGATOR-SPONSOR is not a party to this Agreement.

### 1. **Background.**

**1.1 The Studies.** Investigator-Sponsor, who is employed by MSK, has been and wishes to continue to conduct at MSK, a clinical study which will be set forth in a separate clinical study addendum which shall be signed by the parties hereto, acknowledged by the Investigator-Sponsor, and shall contain terms in a form set forth in the template contained in Appendix A (“**Study Addendum**”). Each Study Addendum shall specify the study product to be supplied by Company for each Study (the “**Study Drug Products**”) under the protocol specified in the Study Addendum, and amended from time to time (such clinical studies are hereinafter referred to as the “**Studies**” and each protocol is hereinafter a “**Protocol**”). Company is willing to supply the Study-support funding specified in Section 3 and further described in each Study Addendum (the “**Funding**”), and MSK, through the Investigator-Sponsor, agrees to conduct the Study under the terms and conditions set forth in this Agreement and each Study Addendum.

**1.2 Network Sites.** Subject to prior written approval by the Company, MSK may seek to conduct any Study hereunder at local care providers with which MSK has formed a partnership (“**MSK Alliance Clinical Trial Sites**”), local hospitals which are members of MSK’s Cancer Health Equity Research Program (“**Cancer Health Equity Research Program Sites**”), and/or its regional care network locations (“**Regional Network Sites**”).

**2. Compliance with Protocol/Law.** MSK and Investigator-Sponsor will conduct the Study in accordance with (a) the Protocol; (b) this Agreement and its applicable Study Addendum; (c) all applicable provisions of any and all federal, state and local laws, rules, regulations, orders and guidances relevant to the conduct of the Study including, (i) the United States Federal Food, Drug, and Cosmetic Act, as amended, and the applicable regulations promulgated under it from time to time, the Public Health Service Act, the Anti-Kickback Statute set forth at 42 U.S.C. §1320a-7b(b), United States Code of Federal Regulations and comparable state laws and regulations; (ii) the United States Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and comparable state laws and regulations to the extent applicable; and (iii) publications of the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use as adopted by the United States Food and Drug Administration (“**FDA**”), including current Good Clinical Practice guidelines. Investigator-Sponsor is and will continue to be the regulatory sponsor of the Study and represents that all responsibilities of a regulatory sponsor (including postings on clinicaltrials.gov) have been and will continue to be fulfilled. MSK has filed and will maintain an Investigational New Drug Application (“**IND**”) related to the Study Drug Products, to the extent applicable, authorizing the

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Study with the FDA. MSK has obtained and will maintain all other required authorizations for, and reviews of, the Study including approval of the IRB (as defined in Section 5 below) and proper oversight by all other applicable entities (e.g., ethics committees). The parties agree that Company shall have the right during the term of the applicable Study Addendum to become the holder of the investigational new drug application (“**IND**”) held by MSK for a Study Drug Product under such Study Addendum. The foregoing shall not apply to the extent Company breaches any license agreement in place between Company and MSK. In the event such breach takes place during or after the transfer of an IND from MSK to Company, Company agrees that it will engage in good faith discussions with MSK to determine the final disposition of the applicable IND, which disposition may include reverting the IND holder status back to MSK.

### 3. **Company Support.**

**3.1 Funding.** Company has agreed to provide the Funding to MSK for the Study as set forth in Appendix A. MSK agree that the amounts payable or otherwise provided by Company under this Agreement represent amounts actually and reasonably required to enable the work to be performed by MSK and Investigator-Sponsor in connection with the Study and have not been determined in a manner that takes into account the volume or value of any referrals or business. MSK or its authorized designee will maintain complete and accurate records of the use and disposition of the Funding.

**3.2 Amendment Requirement.** Company will not be obligated to provide any quantity of Funding other than the total budget per Study specified in Appendix A unless additional Funding is included in a written amendment to this Agreement signed by MSK and Company.

**3.3 Declaration of Company Support.** Subject to Section 11 (Confidentiality), MSK agrees to accurately describe Company’s support for the Study in accordance with any law, regulation and institutional or publication policies applicable to the activities authorized by this Agreement. MSK and Investigator-Sponsor agree that: (a) all claims that either MSK or Investigator-Sponsor (in their sole responsibility) submit for reimbursement to any federal healthcare program or third party payor for any procedure that involves the Funding and Investigator-Sponsor will accurately reflect the provision of such Funding by or on behalf of Company; and (b) MSK and Investigator-Sponsor will not seek reimbursement from any federal healthcare program or third party payor for any amounts paid under this Agreement; and (c) MSK and Investigator-Sponsor will seek to maximize reimbursements from any source, including but not limited to, federal healthcare program, before seeking reimbursement from the Company.

### 4. **Reports, Audits and Study Data.**

**4.1 Reports and Audits.** MSK and Investigator-Sponsor will maintain complete and up-to-date medical and other records relating to the Study and will keep Company informed of the Study’s results and status through written reports, as reasonably requested by Company. MSK will

provide a final Study report within [\*\*\*\*] after completion or early termination of the Study. MSK and Investigator-Sponsor will also submit Study data using the Electronic Data Capture system provided by the Company. MSK and Investigator-Sponsor shall comply with Company's instructions for data entry into the system, which includes that investigational staff using the system understands that their electronic signatures are the legally binding equivalent of handwritten signatures, and they attest to the accuracy and completeness of the data entered. MSK and Investigator-

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Sponsor agrees to implement and use any electronic system that Company may specify for use in the reporting and monitoring of the Study and Study findings. At mutually agreeable times during normal business hours, MSK will give Company and its authorized designees access to all records and documentation (however stored) relating to the Study including any Network Sites as identified under 1.3. Such access shall be subject to applicable law, regulation, MSKCC written policy as provided to Company, and terms expressed in a Study Subject informed consent and/or privacy forms. If a regulatory agency wishes to audit MSK or Investigator-Sponsor in connection with the Study or Study Drug Product, MSK agrees, to the extent feasible and not legally prohibited to, and after advice of counsel, (a) promptly notify Company of such audit, including reviewing documentation to be provided to the regulatory agency; and (b) cooperate with the regulatory agency as required by law, comply with the legitimate requirements of the audit, and make appropriate personnel available to explain and discuss records and documentation related to the Study and Study Drug Product. MSK shall retain Study records and documents for the period required by law ("Retention Period"), and agree not to destroy the Study records and documents during such Retention Period without first giving Company written notice and the opportunity to store them at Company's expense.

- 4.2. **Communications with Regulatory Agencies.** MSK will, to the extent permitted by law and MSK policy, and after review by MSK's legal counsel (a) notify Company of any communications from or to any regulatory authority having an impact on the Study; (b) include Company in any discussions or meetings with the FDA regarding the Study; (c) supply Company with a copy of any correspondence from the FDA regarding the Study, including any IND, approval letter, and any other IND-related correspondence; and (d) allow Company a reasonable opportunity to comment on any correspondence being sent to the FDA by MSK or Investigator-Sponsor regarding the Study, including any submitted IND and IND annual reports.
- 4.3. **Access to Study Data.** MSK and Investigator-Sponsor will ensure that Company is named in the Informed Consent Form(s) (as defined in Section 5 below) and in the HIPAA authorization form(s) or analogous documents if signed separately from the Informed Consent Form ("HIPAA Authorization(s)") (each, a "Consent Document"), as parties to whom Study subjects' protected health information (as that term is defined in HIPAA) ("PHI") may be disclosed in connection with the Study, and that such Consent Document(s) will permit Company and its authorized designees access to Study subjects' PHI as may be necessary to audit the Study and to use the Study data and Biological Samples (defined in Section 5 below) for the purposes of performing the applicable Study. The Company will not a) use PHI except for purposes of the Study and as authorized by Study subjects; b) disclose Subject identifying information or PHI to any third party unless required to do so by law, regulation, government order, or pursuant to a written request by a Study subject; or c) maintain or dispose of PHI in an unsecure manner. The Company will immediately notify MSK after discovery or suspicion by Company that any Study subject PHI is improperly used, copied, stolen or removed by anyone or that any suspected or confirmed security incident has occurred involving a breach of security, intrusion or unauthorized use of Study subject PHI.
5. **Biological Samples.** "Biological Samples" means blood, fluid and/or tissue samples collected from Study subjects pursuant to the Protocol, and tangible materials directly or indirectly derived from such samples. MSK shall own all Biological Samples and may retain and use for any lawful purpose, to the extent consistent with the applicable Study subject informed consent form.

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6. **Institutional Review Board, Informed Consent Form, and Review and Approvals.** MSK certifies that the requisite institutional review board ("IRB") approvals for initiation and performance of the Study at MSK have been (and will continue to be) obtained and maintained. Upon Company's request, MSK will provide copies of all such approvals to Company, including all previously approved informed consent forms. MSK will further supply Company with a copy of the informed consent form that is to be signed (or re-signed, as the case may be) by all subjects enrolled in the Study (together with any amendments thereto, the "Informed Consent Form") for Company's review and approval prior to submission to the IRB. If a HIPAA Authorization form that is separate from the Informed Consent Form will be used for the Study, then MSK will also supply Company with a copy of such HIPAA Authorization form for Company's review and approval prior to submission to the IRB. The parties acknowledge that final approval of the Informed Consent Form and any HIPAA Authorization form is the responsibility of the IRB. Each party will cooperate in the amendment of the applicable consent documents as may be necessary from time to time to comply with HIPAA to the extent HIPAA applies to such party, and to ensure that the Data and Biological Samples may be disclosed to and used by Company and its designees for the purposes contemplated by this Agreement, including for research and product development purposes related to the applicable Protocol.
7. **Protocol Changes.** MSK and / or Investigator-Sponsor will not make any changes to the Protocol without first informing Company of any such change and obtaining the written approval of the appropriate regulatory entity, IRB and of Company, unless such changes are required for the health and safety of Study subjects, in which case such Protocol change shall not be considered a breach of this Agreement by MSK nor a cause for termination by Company. If these changes affect the cost of conducting the Study, MSK will submit to Company a written estimate of such changes for prior written approval. MSK will provide Company with a copy of all Protocols approved by the IRB, including Protocol(s) approved prior to the Effective Date of this Agreement and any later versions, which will be revised in accordance with this Section 6.
8. **Qualified Personnel.** MSK will ensure that all personnel, including personnel at Network Sites as defined in 1.3, conducting the Study (a) are qualified to conduct the Study; (b) are subject to confidentiality obligations substantially similar to those contained in this Agreement; (c) have signed agreements that give ownership to MSK of any rights they might have in the results of their work; and (d) will do so under the direction of the

Investigator-Sponsor at MSK, with the prior approval and ongoing review of all appropriate and necessary review authorities. MSK will notify Company immediately of any proposed change in Investigator-Sponsor.

9. **No Conflicts or Debarment.** MSK will ensure that MSK, the Investigator-Sponsor, and other Study personnel, to the best of MSK's knowledge: (a) are under no contractual obligation that would knowingly breach this Agreement; (b) do not have any undisclosed financial or other interest in Company or the outcome of the Study that would knowingly interfere with their independent judgment; (c) have not been, and are not under consideration to be (i) debarred from providing services pursuant to Section 306 of the United States Federal Food, Drug and Cosmetic Act 21 U.S.C. §335a; (ii) excluded, debarred or suspended from, or otherwise ineligible to participate in any federal or state health care programs or federal procurement or non-procurement programs (as that term is defined in 42 U.S.C. §1320a-7b(f)); (iii) disqualified by any government or regulatory agencies from performing specific services, and are not subject to a pending disqualification proceeding; or (iv) convicted of a criminal offense related to the provision of health care items or services. During each Study, to the extent permitted by law, MSK will notify Company immediately if MSK, the Investigator-Sponsor, and any other Study personnel are subject to the foregoing.

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10. **Adverse Event Reporting.** MSK will report all Adverse Events (as defined in the Protocol) to the applicable regulatory authorities and the appropriate IRB as required by the Protocol and applicable law and/or regulation within the requisite applicable timeframes. MSK will conduct follow-up activities with respect to Adverse Events as required by the Protocol and applicable law and/or regulation. MSK will report Serious Adverse Events (as such term is defined in the Protocol) requiring expedited reporting to applicable regulatory authorities and concurrently provide a copy of such report to Company if permitted by law.

11. **Confidentiality and Publication.**

11.1 **Definition.** For purposes of this Agreement, Company confidential information means (a) any and all scientific, technical, business, regulatory, or financial information in whatever form (written, oral, electronic or visual) that is delivered or otherwise disclosed to MSK or Investigator-Sponsor, by or on behalf of Company or its affiliates, under this Agreement or an applicable Study Addendum, including the financial terms of this Agreement which is marked as confidential or proprietary or which a reasonable person would consider to be the confidential or proprietary information of Company ("**Company Confidential Information**"); and (b) the Protocol, the Investigators' Drug Brochure, all approvals and correspondence with or from an IRB or other entities with oversight responsibilities for the Study, including ethics committees or data safety monitoring committees, all Study correspondence, all Study Drug Product accountability forms, and all CRFs (collectively, the "**Study Documentation**"), all Study data, and all information disclosed by MSK to Company under this Agreement or an applicable Study Addendum which is marked as confidential or proprietary or which a reasonable person would consider to be the confidential or proprietary information of MSK (collectively, "**MSK Confidential Information**"). Collectively, Company Confidential Information and MSK Confidential Information are hereinafter referred to as "**Confidential Information.**" Each disclosing party will, to the extent practical, use reasonable efforts to label or identify as confidential its Confidential Information disclosed to the other party hereunder.

11.2 **Nondisclosure of Confidential Information.** Each party agrees the other party's Confidential Information shall:

- (a) be used only in connection with the legitimate purposes of this Agreement, including the exercise by MSK of its rights under this Agreement, and the use of Study data by MSK in connection with Study Subject care;
- (b) be disclosed only to those who have a need to know it in connection with this Agreement;
- (c) be safeguarded with the same care normally afforded confidential information in the possession, custody or control of the receiving party, but no less than reasonable; and
- (d) not be disclosed, divulged or otherwise communicated except with the express written consent of the disclosing party, or as otherwise expressly permitted in this Agreement, including the publication of Study data pursuant to Section 11.4.

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The confidentiality obligations under this Agreement and each Study Addendum will apply for a period of five (5) years from the effective date of each applicable Study Addendum.

11.3 **Exceptions.** The obligations of non-disclosure under this Agreement and each Study Addendum will not apply when, after and to the extent the Confidential Information disclosed:

- a) can be demonstrated to have been in the public domain prior to the date of the disclosure; or
- b) enters the public domain through no fault of receiving party; or
- c) was already known to receiving party at the time of disclosure as evidenced by written records in the possession of receiving party prior to such time; or
- d) is subsequently received by receiving party from a third party without breaching any confidential obligation between the third party and Company; or
- e) was independently developed, as established by tangible evidence, by the receiving party without reference to information or material provided by disclosing party; or
- f) is published by MSK in accordance with the terms herein.

Notwithstanding the foregoing, either party may disclose particular Confidential Information to the extent such information is required to be disclosed in order to comply with court orders, statutes or regulations, *provided that* prior to any such disclosure, to the extent reasonably practicable, receiving party shall promptly notify the other party and shall afford such party the opportunity to challenge or otherwise lawfully seek limits upon such disclosure of its Confidential Information, and that receiving party only discloses such Confidential Information as is legally required to be disclosed, taking into account any protective or other order limiting or quashing the disclosure obligation.

**11.4 Publication.** MSK and/or Investigator-Sponsor shall exercise reasonable efforts to publish the results of the Study in a timely manner provided such publication is consistent with the terms set forth in this Agreement. Any publication or presentation permitted under this Section 11.4 must (i) be made in a recognized medical or scientific journal or at a recognized scientific conference; (ii) make use of all Study data and not subsets of Study data; and (iii) be made in accordance with the provisions of subsections (1) and (2) below.

(1) **Review Period.** A copy of any proposed publication or disclosure of the results of the Study will be given to Company for review at least [\*\*\*\*] prior to the date of submission for publication (including abstracts) or of public disclosure (the “**Review Period**”). If during the Review Period Company requests that MSK remove any Confidential Information other than Study data from a proposed publication or disclosure, MSK will do so, to the extent such removal does not cause the publication to be inaccurate, incomplete, or misleading. MSK agrees to reasonably discuss with

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[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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Company any of Company’s suggestions with respect to the presentation of Study data, and the timing of the proposed publication or disclosure.

(2) **Patent Filings.** If during the Review Period Company notifies MSK that Company desires patent application(s) to be filed on any Licensed Tangible Materials and/or Licensed Know-How disclosed or contained in the proposed publication or disclosure, then MSK will defer publication or other disclosure for a period, not to exceed an additional [\*\*\*\*], sufficient to permit Company or its designee to file or have filed any desired patent application(s).

(3) If the Company is publicly listed all Publications will be subject to existing regulations and laws by the exchange on which the Company is listed.

**11.5 Study Subject Information.** All medical records of Study Subjects (or other Study Subject information) not transcribed into the eCRFs are confidential information of MSK. There shall be no time limit on the Company’s obligation to maintain the confidentiality of Study Subject identifiable health information, including information whose identifiers may be ascertained by the exercise of reasonable effort through investigation. Subject identifiable health information shall be protected in compliance with all applicable regulations, rules and statutes.

## **12. Intellectual Property**

**12.1 Study Data.** All information resulting from the Study conducted under this Agreement, including all data (including Subject-level data), results, and conclusions based on such data and/or results (hereinafter “**Study Data**”) shall be owned exclusively by MSK.

**12.2 Inventions.** “**Invention**” means any invention or discovery that is within the scope of the Study and is first conceived and reduced to practice during the performance of the Study funded under this Agreement that is or may be patentable or otherwise protectable under Title 35 of the United States Code. Ownership of an Invention shall track inventorship, inventorship of Inventions shall be determined according to United States patent law. Company owns the entire right, title and interest in and to all Inventions developed by Company personnel (“**Company Invention**”). An Invention that is jointly developed by MSK and Company personnel will be jointly owned (“**Joint Invention**”). MSK owns the entire right, title, and interest in and to all Inventions developed by MSK personnel (“**MSK Invention**”).

**12.3 Disclosure of Inventions.** Under MSK policy, inventions and discoveries which result from research or other activities carried out at MSK or with the substantial aid of its facilities or funds administered by it, are disclosed to MSK and are the property of MSK. If MSK Invention or Joint Invention, is disclosed to MSK and MSK believes that it may be amenable to patenting and/or licensing, the MSK Office of Technology Development, in accordance with MSK policies and practices, will promptly notify Company, thereby creating a “**Disclosure**”. Company shall hold the Disclosure on a confidential basis and shall not disclose the information to any third party, or use the information, without the prior written consent of MSK. Company shall disclose to MSK any Joint Inventions.

**12.4 License to MSK Inventions.** MSK hereby grants to Company a non-exclusive, non-transferable, worldwide, royalty-free license, without right to sublicense, to use MSK Inventions for Company’s internal, non-commercial research purposes.

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[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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**12.5 Pre-existing Property.** Nothing contained in this Agreement shall affect, either directly or by implication, estoppel, or otherwise, the pre-existing rights of either party in intellectual property developed prior to the Effective Date of this Agreement, or intellectual property

developed outside of this Agreement. All such intellectual property shall remain the property of its owner and the option granted to Company in this Agreement shall not apply to such intellectual property.

13. **Option.**

- 13.1 **Invention Option.** MSK grants Company the first option to negotiate an exclusive or a non-exclusive commercial license to MSK's rights in MSK Inventions and the first option to negotiate an exclusive license to MSK's rights in Joint Inventions. Nothing contained in this Agreement shall affect, either directly or by implication, estoppel, or otherwise, the pre-existing rights of MSK in intellectual property developed prior to the Effective Date of this Agreement, or intellectual property developed outside of this Agreement. All such intellectual property shall remain the property of its owner and the option granted to Company in this Agreement shall not apply to such intellectual property.
- 13.2 **Option Period.** The options granted in Section 13.1 (Invention Option) begin on the date the Company receives the relevant Disclosure and ends [\*\*\*\*] from that date (the "**Option Period**").
- 13.3 **Negotiation Period.** If Company elects to exercise any option hereunder, Company will provide MSK written notice of said election (the "**Notice**"). Upon receipt of the Notice by MSK, the Parties will endeavor to negotiate in good faith, an acceptable license agreement within [\*\*\*\*] (the "**Negotiation Period**"). Licenses elected and negotiated by Company are effective as of the date the Parties sign a separate license agreement, which will contain indemnity, insurance, and no-warranty provisions, in addition to other customary terms and conditions that are based on standards current in the industry, and the license will be subject to certain rights reserved by MSK. If the Negotiation Period expires and a license agreement has not been negotiated, all rights to the MSK Invention will remain with MSK.

14. **Patent Prosecution.**

- 14.1 MSK shall control the preparation, filing, and prosecution of all patent applications and the maintenance of all patents related to MSK Inventions and Joint Inventions. MSK shall have the exclusive right but not the obligation to prepare, file, prosecute and maintain any such patent applications and patents. If Company elects to exercise any of its options in Section 13.1, it may, within the Option Period, request MSK to file and prosecute any patent application, U.S. or foreign, on the MSK Inventions or Joint Inventions described in the Disclosure related to the exercised option.
- 14.2 If Company elects to exercise any of its options in Section 13.1, Company shall bear all costs incurred in connection with the preparation, filing, prosecution and maintenance of U.S. and foreign applications directed to said MSK Invention or Joint Invention and the cost of any activities investigating patentability, whether or not the applications have been requested by Company or initiated by MSK. MSK shall keep Company advised as to all developments with regard to said application(s) and shall promptly provide to Company copies of all documents received and/or filed in connection with the filing, prosecution or maintenance thereof in reasonable time, subject to statutory deadlines.

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[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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- 14.3 Company may elect to discontinue its financial support of such prosecution and/or maintenance, provided Company notifies MSK in writing of such decision to discontinue reasonably in advance of MSK's need to respond to any statutory deadlines. MSK may, at its discretion, proceed with such prosecution and/or maintenance at its own cost and expense.
- 14.4 If Company elects to discontinue the financial support of such prosecution and/or maintenance, Company thereby waives and gives up any right it may have in the related MSK Inventions and Joint Inventions it licensed through the exercise of its options in Section 13.1. With regard to a Joint Invention, should the Company subsequently use, license or sublicense any Joint Invention for economic gain, shall reimburse all fees and expenses incurred by MSK in connection with the patent or other intellectual property protection which applies to such use, license or sublicense..

15. **Term and Termination; Completion.**

- 15.1 **Term.** This Agreement is effective as of the Effective Date and will continue in effect through completion of the Study, unless earlier terminated pursuant to this Section 15. Any Study Addendum will become effective as of the date of last signature ("Addendum Effective Date"), and will terminate on the earlier of (i) five (5) years after the Addendum Effective Date, (ii) completion of the applicable Study in accordance with the Protocol, or (iii) earlier termination in accordance with the terms herein.
- 15.2 **Termination.** Any applicable Study Addendum may be terminated by any party (a) immediately upon written notice to the other parties if necessary to protect the safety, health or welfare of subjects enrolled in the Study; or (b) for a breach of a material provision hereof by a party, which breach is not cured within [\*\*\*\*] following receipt of written notice thereof. This Agreement and/or any Study Addendum hereunder may be terminated by either party upon [\*\*\*\*] prior written notice to the non-terminating party.
- 15.3 **Effect of Termination of Study.** Upon termination of any Study Addendum, (a) Investigator-Sponsor will immediately stop enrolling subjects into the Study and determine the appropriate manner to cease conducting Study procedures and administration of the Study Drug Product to subjects already entered into the Study; and (b) each party will return Confidential Information of the other party.
- 15.4 **Survival.** No termination of this Agreement will release the parties from their rights and obligations accrued prior to the effective date of termination. The rights and duties under Sections 2, 3, 4, 5, 8, 11 (however, the obligations of confidentiality shall only survive for the time period set forth in Section 11.2), 12, 13, 14, 16, and 17 will survive the termination of this Agreement.

16. **Indemnification; Study-Related Injury.**

**16.1 Indemnification by Company.** Company shall indemnify, defend and hold harmless MSK, Investigator, IRB and their respective trustees, directors, officers, employees and agents (collectively, the “**MSK Indemnitees**”) from and against any and all claims, liabilities, damages, costs and expenses arising out of (a) Company’s negligence, gross negligence or willful misconduct; (b) Company’s use of Study Data or Inventions; (c) Company’s failure to adhere to the terms of this Agreement; or (d) the Study Drug provided

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**[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

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by or on behalf of Company; however, such indemnification obligations will not apply to the extent a claim results from (i) MSK’s negligence, gross negligence or willful misconduct in the performance of its obligations under this Agreement, or (ii) MSK’s failure to adhere to the terms of this Agreement.

**16.2 Indemnification by MSK.** MSK agrees to indemnify, defend and hold harmless Company and its affiliates and its and their respective directors, officers, employees and agents (collectively, the “**Company Indemnitees**”) against all Costs resulting directly from a Claim to the extent such Claim arises out of (a) an Institution Indemnitee’s (i) negligence, gross negligence or willful misconduct or (ii) negligent failure to adhere to the material terms of the Protocol; or (b) MSK’s or Investigator-Sponsor’s material of this Agreement.

**16.3 Indemnification Procedure.** MSK Indemnities and Company Indemnities are hereinafter referred to collectively as “Indemnitees” and each an “Indemnitee.” The Indemnitee will promptly give notice to the indemnifying party of any claims for which it seeks indemnification hereunder, and indemnifying party will have the right to defend the same, including selection of counsel reasonably acceptable to Indemnitee, and to control of all the proceedings; *provided* that indemnifying party will not, without the written consent of the Indemnitee, settle such claim or consent to the entry of any judgment to the extent that such settlement or judgment: (a) does not release the Indemnitee from all liability with respect to such claim, or (b) likely will materially adversely affect the Indemnitee or impose a material obligation or liability on Indemnitee. Indemnitee agree to cooperate and provide all reasonable assistance to the defense of any such claim, at indemnifying party’s expense. Indemnitee at all times reserves the right to select and retain counsel of its own at its own expense to defend Indemnitee’s interests, *provided* that Indemnitee shall be responsible for any costs incurred or resulting from any actions of such counsel that are contrary to indemnifying party’s control or conduct of the defense.

**16.4 Study-Related Injury.** Without limiting the parties’ respective rights under this Section 16.3, if a Study subject is injured or becomes ill as a result of participating in the Study, MSK and Investigator-Sponsor will be solely responsible for providing, at their expense, the medical treatment necessary to diagnose and treat such injury or illness. Company will pay for any such injuries that are a result of the use of the Study Drug Product.

**17. Miscellaneous.**

**17.1 Independent Contractor.** The relationship between the parties under this Agreement is that of independent contractors. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or agency relationship between any of the parties. No party is a legal representative of any other party, and no party can assume or create any obligation, liability, representation, warranty or guarantee, express or implied, on behalf of another party for any purpose whatsoever.

**17.2 Use of Names; Publicity.** Except to the extent required by applicable law or regulation or the rules of any stock exchange or listing agency, no party will use the name of another party in any form of advertising, promotion or publicity or in any press release, without the prior written consent of that other party. MSK and Investigator-Sponsor agree not to answer inquiries regarding the Study or the Study Drug Product from financial analysts.

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**17.3 Certain Disclosures and Transparency.** MSK acknowledges that Company and its affiliates are required to abide by federal and state disclosure laws and certain transparency policies governing their activities including providing reports to the government and to the public concerning financial or other relationships with healthcare providers. MSK agrees that Company and its affiliates may, in their sole discretion, disclose information about the Agreement and about the Study, including relating to any transfers of value pursuant to this Agreement. MSK agrees to supply information reasonably requested by Company for disclosure purposes. To the extent that MSK is independently obligated to disclose specific information concerning the Study, including relating to transfers of value from Company or its affiliates pursuant to this Agreement, MSK will make timely and accurate required disclosures.

**17.4 Notice.** Except for payments, each notice or other communication pursuant to this Agreement shall be sufficiently made or given when delivered by courier or other means providing proof of delivery to such party at its address below or as it shall designate by written notice given to the other parties:

**In the case of MSK:**

Memorial Sloan Kettering Cancer Center  
1275 York Avenue, Box 524  
New York, New York 10065  
Attention: Gregory Raskin, MD  
Vice President  
Technology Development

With a Copy to:

Memorial Sloan Kettering Cancer Center  
Office of Technology Development  
Attention: Shilpi Banerjee, Esq., Ph.D.  
Chief Intellectual Property Counsel  
If by mail: 1275 York Avenue, Box 524  
New York, N.Y. 10065  
If by courier: 600 Third Avenue, 16th Fl.  
New York, NY 10016

**In the case of Company:**

Y-mAbs Therapeutics, Inc  
750 Third Avenue, 9<sup>th</sup> floor  
New York  
NY 10017  
Att.: President

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- 17.5 **Subcontracting.** Upon prior written notification to Company, MSK shall be permitted to subcontract or assign a portion of its obligations under this Agreement or any Study Addendum. MSK shall be responsible for negotiating and executing an agreement (“Subcontract”) with the appropriate subcontractor. The terms and conditions of the Subcontract shall be similar to those contained herein. MSK collaborates with a network of affiliated alliance sites, regional network sites, underserved minority populations and community health clinics (collectively, “Network Sites”). For avoidance of doubt, Network Sites include Regional Network Sites, MSK Alliance Clinical Trial Sites, and Cancer Health Equity Research Program Sites. Company shall supply to Network Sites (or procure the supply) at no cost, quantities of Study Drug required for conducting the Study in accordance with the Protocol and applicable laws.
- 17.6 **Entire Agreement; No Modification.** This Agreement, including its attachments and exhibits (which attachments and exhibits are incorporated herein by reference), constitute the entire understanding among and between the parties with respect to the specific subject matter hereof, and supersede all prior agreements and communications, whether written, oral or otherwise. This Agreement may only be modified or supplemented in a writing expressly stated for such purpose and signed by the parties to this Agreement.
- 17.7 **Force Majeure.** A party shall not lose any rights hereunder or be liable to the other party for damages or losses (except for payment obligations) on account of a delay or failure of performance by such party to the extent such the delay or failure is occasioned or caused by war, strike, fire, Act of God, tornado, hurricane, earthquake, fire, flood, lockout, embargo, governmental acts or orders or restrictions (except if imposed due to or resulting from the party’s violation of law or regulations), failure of suppliers, or any other circumstance or reason where the delay or failure to perform is beyond the reasonable control of such party (a “Force Majeure”), and *provided that* such failure is not caused by the gross negligence or intentional misconduct of the party and the party has exerted reasonable efforts to avoid or remedy the effects of such Force Majeure; However, if a Force Majeure event causes a material failure of performance by a party for a period of more than six months, then the other party may terminate this Agreement on written notice. For clarity, a failure to obtain funding shall not constitute a force majeure event.
- 17.8 **Severability; Reformation.** Except to the extent a provision is stated to be essential, or otherwise to the contrary, or such provision is material and essential to the main purpose and intent of the Agreement, the provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof, *provided that* the parties will endeavor in good faith to agree on a replacement, valid provision, to add to this Agreement in the stead of such invalid provision, that comes closest to achieving the intent of the parties in such provision.
- 17.9 **Governing Law.** This Agreement and all Study Addenda shall be construed, governed, interpreted and applied in accordance with the laws of the State of New York, without giving effect to any choice/conflict of law principles that would require the application of the law of another jurisdiction. The state and federal courts located in New York County, New York, shall have exclusive jurisdiction of any claims or actions between or among the parties arising out of or relating to this Agreement or any aspect of the parties’ relationship, and each party consents to venue and personal jurisdiction of those courts for the purpose of resolving any such disputes.

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- 17.10 **Waivers.** The failure of either party to assert a right hereunder 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 by the other party.
- 17.11 **Construction and Interpretation.** Words (including defined terms) denoting the singular shall include the plural and vice versa. The words “hereof”, “herein”, “hereunder” and words of the like import when used in this Agreement shall refer to this Agreement as a whole, and not to any particular provision of this Agreement. The headings in this Agreement shall not affect its interpretation. Except as expressly provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any other rights or remedies provided by law or otherwise. Each of the parties has had an opportunity to consult with counsel of its choice. Each provision of this Agreement shall be construed without regard to the principle of contra proferentem.
- 17.12 **Counterparts.** This Agreement may be executed with electronic signature and in any number of counterparts and each of such counterparts shall for all purposes be an original and all such counterparts shall together constitute but one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date by Investigator-Sponsor and by a duly authorized representative of each of Company and MSK.

<b>Company</b>	<b>Memorial Sloan Kettering Cancer Center</b>
By: <u>/s/ Thomas Gad</u>	By: <u>/s/ Lawrence Lupkin</u>
Print Name: <u>Thomas Gad</u>	Print Name: <u>Lawrence Lupkin</u>
Title: <u>President</u>	Title: <u>Senior Manager, Operations and Finance</u>
Date: <u>06/21/2017</u>	Date: <u>6/21/17</u>

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#### AMENDMENT ONE TO THE INVESTIGATOR-SPONSORED MASTER CLINICAL TRIAL AGREEMENT

**THIS AMENDMENT ONE TO THE INVESTIGATOR-SPONSORED CLINICAL TRIAL AGREEMENT** (“Amendment”) is made as of the June 21, 2017, by and among Y-mAbs Therapeutics, Inc, a corporation with offices at 750 Third Avenue, 9th floor, New York, NY 10017 (“Company”), on the one hand; and **MEMORIAL SLOAN KETTERING CANCER CENTER**, a New York not-for-profit corporation with principal offices at 1275 York Avenue, New York, New York 10065, on behalf of Memorial Hospital for Cancer and Allied Diseases, its Regional Network sites, MSK Alliance Clinical Trial Sites, and its Cancer Health Equity Research Program Sites (“**MSK**”), and on behalf of itself and its employee specified in the applicable Study Addendum (“**Investigator-Sponsor**”), on the other hand. The parties agree that **INVESTIGATOR-SPONSOR** is not a party to this Amendment

**WHEREAS**, the Parties have entered into an Investigator-Sponsored Master Clinical Trial Agreement as of June 21, 2017 (the “Master Agreement”);

**WHEREAS**, the Parties wish to amend certain terms and conditions in the Master Agreement;

**THEREFORE**, the Parties agree as set forth below.

#### 1. Additional Terms

A. Section 11.1 of the Master Agreement, Confidentiality and Publication, Definition, shall be deleted in its entirety and replaced as follows:

**“11.1 Definition.** For purposes of this Agreement, confidential information includes (a) any and all scientific, technical, business, regulatory, or financial information in whatever form (written, oral, electronic or visual) that is delivered or otherwise disclosed to MSK or Investigator-Sponsor, by or on behalf of Company or its affiliates, under this Agreement or an applicable Study Addendum, including the financial terms of this Agreement which is marked as confidential or proprietary or which a reasonable person would consider to be the confidential or proprietary information of Company (“**Company Confidential Information**”); and (b) all Study data, and all information disclosed by MSK to Company under this Agreement or an applicable Study Addendum which is marked as confidential or proprietary or which a reasonable person would consider to be the confidential or proprietary information of MSK (collectively, “**MSK Confidential Information**”). Collectively, Company Confidential Information and MSK Confidential Information are hereinafter referred to as “**Confidential Information**.” Each disclosing party will, to the extent practical, use reasonable efforts to label or Identify as confidential its Confidential Information disclosed to the other party hereunder.”

B. Section 12.4 of the Master Agreement, Intellectual Property, License to MSK Inventions, shall be deleted in its entirety and replaced as follows:

**“12.4 License to MSK Inventions.** MSK hereby grants to Company a non-exclusive, non-transferable, worldwide, royalty-free license, without right to sublicense, to use MSK Inventions for Company’s internal, non-commercial research purposes until such MSK Invention is commercially available. Company hereby grants to MSK a non-exclusive, non-

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transferable, worldwide, royalty-free license, without right to sublicense, to use Company Inventions for MSK’s internal, non-commercial research purposes until such Company Invention is commercially available. Each Party respectively grants to the other a non-exclusive, non-transferable, worldwide, royalty-free license, without right to sublicense, to use its respective rights in any Joint Inventions for the other Party’s internal, non-commercial research purposes.”

2. Any capitalized terms set forth herein but not defined shall have the meaning as set forth in the Master Agreement.

3. Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its terms, and in the event of any inconsistency between the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

4. This Amendment will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any conflict of law principles.

5. This Amendment may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The exchange of copies of this Amendment and of executed signature pages by facsimile transmission or by electronic mail in

[SIGNATURES ON FOLLOWING PAGE — REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**PROJECT DESCRIPTION AGREED TO AND ACCEPED BY:**

**MEMORIAL SLOAN KETTERING  
CANCER CENTER**

By: /s/ Eric Cottington, PhD

Print Name: Eric Cottington, PhD

Title: Senior Vice President, Research and Technology Management

Date: 10-11-17

**Y-MABS THERAPEUTICS, INC.**

By: /s/ Thomas Gad

Print Name: Thomas Gad

Title: President

Date: 10/10/17

**Appendix A— Study Addendum**

**FUNDING**

**Investigator:** [\*\*\*\*]

**Protocol Title:** A Phase II Study of Humanized Monoclonal Antibody 3F8 (Hu3F8) with Granulocyte-Macrophage Colony Stimulating Factor (GM-CSF) in the Treatment of Recurrent Osteosarcoma (attached hereto as Attachment 1)

This Appendix A — Study Addendum (“Study Addendum”) is effective as of the date of the last party to sign (“Addendum Effective Date”), by and between Y-mAbs Therapeutics, Inc. a corporation with offices at 750 Third Avenue, 9th floor, New York, NY 10017 (“Company”), on the one hand; and MEMORIAL SLOAN KETTERING CANCER CENTER, a New York not-for-profit corporation with principal offices at 1275 York Avenue, New York, New York 10065, on behalf of Memorial Hospital for Cancer and Allied Diseases, its Regional Network sites, MSK Alliance Clinical Trial Sites, and its Cancer Health Equity Research Program Sites (“MSK”), and on behalf of itself and the Investigator referenced herein on the other hand.

**A. Funding.**

1. For each Study subject properly enrolled into the Study by Institution and Investigator after the Effective Date, Company will pay to Institution each completed visit as per payment schedule:

<u>Time Point</u>	<u>Frequency</u>	<u>Total Cost</u>
Cycle 1	1	[****]
Cycle 2	1	[****]
Cycle 3	1	[****]
Cycle 4	1	[****]
Cycle 5	1	[****]
Work Up Pre-Cycle 3 and post Cycle 5	2	[****]
EOT	1	[****]
Disease Progression FU	8	[****]
Survival FU	15	[****]
<b>Total Per Patient</b>		[****]

2. An initial payment of [\*\*\*\*] (upfront payment of [\*\*\*\*] subjects enrolled prior to Effective Date) will be made upon Company’s receipt of a reasonable detailed invoice following execution of the Agreement.
3. Subsequent payments to Institution shall be made on a quarterly basis. For subject related payments in accordance with section 1, such payments will be based on an invoice received from Institution that lists by patient identification number of each Subject treated during the previous quarter.
4. For other Study-related patient care costs, payments will be made based on reasonably detailed approved invoices submitted by Institution on a quarterly basis:

\*\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Per Patient Care Costs (RNBS):	Unit Cost
Venipunctures	\$ [****]
HAHA	\$ [****]
PKs	\$ [****]

5. Company will also reimburse the following actual itemized administrative fees:

Description	Fees
Safety Management and Oversight fee (annual)	[****]
Amendment fee (IRB) (per amendment)	[****]
Annual Review fee (IRB) (per year)	[****]
Amendment fee (IND Office) (per amendment)	[****]
Annual Report (IND office) (per year)	[****]
Annual Pharmacy fee	[****]
Pharmacy Close Out	[****]
Record Retention fee	[****]
Close Out fee	[****]
Radiology Research Read (RECIST, PERCIST, Cheson, Etc) (per read)	[****]
Radiology de-identification fee (per scan)	[****]
Translations Fee (average)	[****]

6. The Company’s payment shall not exceed the total amount of [\*\*\*\*] for this study and none of the line item amounts defined below shall be exceeded. All charges shall be based on expenses incurred during the quarter:

Description	Total Cost
Prior 10 pts enrolled, as per 2.	[****]
Treatment of 30 pts, as per 1.	[****]
Patient Care and Administrative fees, and per 4 and 5.	[****]
Total	[****]

\*\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**B. Agreement**

- The parties are party to an investigator-initiated master clinical trial agreement (“Master Agreement”), and this Study Addendum is incorporated by reference into such Master Agreement, which shall fully govern the performance of this Study Addendum and the Protocol as set forth herein.
- Any capitalized terms set forth herein but not defined shall have the meaning as set forth in the Master Agreement.
- This Study Addendum shall effective on the Addendum Effective Date, and shall terminate and expire solely in accordance with the terms of the Master Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date by Investigator-Sponsor and by a duly authorized representative of each of Company and MSK.

**Company**

By: /s/ Thomas Gad

Print Name: Thomas Gad

Title: President

Date: 08/07/2017

**Memorial Sloan Kettering Cancer Center**

By: /s/ Lawrence Lupkin

Print Name: Lawrence Lupkin, MPA

Title: Senior Manager, Operations and Finance

Date: 8/11/17

Read and Acknowledged

INVESTIGATOR-SPONSOR  
[\*\*\*\*]

Print Name: [\*\*\*\*]

Date: 8/9/2017

[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**Appendix A**

**STUDY DRUG PRODUCT SUPPLY AND FUNDING**

**MSK/ [\*\*\*\*]**

**Protocol Title: Phase I Study of Intrathecal Radio Immunotherapy Using 131I-burtomab for Central Nervous System/Leptomeningeal Neoplasms (MSKCC IRB# 03-133)**

This Appendix A — Study Addendum (“Study Addendum”) is effective as of the date of the last party to sign (“Addendum Effective Date”), by and between Y-mAbs Therapeutics, Inc, a corporation with offices at 750 Third Avenue, 9th floor, New York, NY 10017 (“Company”), on the one hand; and MEMORIAL SLOAN KETTERING CANCER CENTER, a New York not-for-profit corporation with principal offices at 1275 York Avenue, New York, New York 10065, on behalf of Memorial Hospital for Cancer and Allied Diseases, its Regional Network sites, MSK Alliance Clinical Trial Sites, and its Cancer Health Equity Research Program Sites (“MSK”), and on behalf of itself and the Investigator referenced herein on the other hand.

**A. Study Drug Product Supply**

MSK will be the primary supplier and manufacturer of the Study Drug Product for this Study. Company will provide Investigator-Sponsor with instructions for how to request and obtain the Study Drug Product if and when MSK will no longer act as the supplier/manufacturer of the Study Drug Product.

**B. Funding**

- For each Study subject properly enrolled into the Study by Institution and Investigator after the Effective Date, Company will pay to Institution each completed visit as per payment schedule:

<u>Time Point</u>	<u>Unit Cost</u>	<u>Frequency</u>	<u>Total Cost</u>
Screening	[****]	1	[****]
Cycle 1 Wk 1	[****]	1	[****]
Cycle 1 Wk 2	[****]	1	[****]
Cycle 1 Wk 3	[****]	1	[****]
Cycle 1 Wk 4	[****]	1	[****]
Cycle 1 Wk 5	[****]	1	[****]
Cycle 2 Wk 1	[****]	1	[****]
Cycle 2 Wk 2	[****]	1	[****]
Cycle 2 Wk 3	[****]	1	[****]
Cycle 2 Wk 4	[****]	1	[****]
Cycle 2 Wk 5	[****]	1	[****]
3 mo Followup	[****]	1	[****]
Annual Followup	[****]	6	[****]
<b>Total Per Patient</b>			[****]

[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

- An initial payment of [\*\*\*\*] (upfront payment of [\*\*\*\*] subjects completing milestones as of 8/15/17) will be made upon Company’s receipt of a reasonable detailed invoice following execution of the Agreement.
- Subsequent payments to SKI/Memorial shall be made quarterly basis. For subject related payments in accordance with section 1, such payments will be based on an invoice received from SKI/Memorial that lists by patient identification number of each Subject treated during the previous quarter.
- For other Study-related patient care costs, payments will be made based on reasonably detailed approved invoices submitted by SKI/Memorial on a quarterly basis:

Per Patient Care Costs (RNBs):	Unit Cost	
8H9 Imaging scan (per infusion)	\$	[****]
Isotope/Radiolabeling per infusion	\$	[****]
Anesthesia (per infusion)	\$	[****]

5. Y-mAbs Therapeutics, Inc. will also reimburse the following expenses:

Description	Fees	
Investigational Product Core Facility	\$	[****]
Auditing Service per hour	\$	[****]
Safety Management and Oversight fee (annual)	\$	[****]
Amendment fee (IRB) (per amendment)	\$	[****]
Annual Review fee (IRB) (per year)	\$	[****]
Record Retention fee	\$	[****]
Close Out fee	\$	[****]
Radiology Research Read (RECIST, Etc) (per read)	\$	[****]
Radiology de-identification fee (per scan)	\$	[****]
Translations Fee (average per translation)	\$	[****]

6. The Company's payment shall not exceed the total amount of [\*\*\*\*] for this study and none of the line item amounts defined below shall be exceeded. All charges shall be based on expenses incurred during the quarter:

[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**Do Not Exceed Amount\*:**

Description	Total Cost
Management of [****] patients thus far treated in 2017 as of 8/15/17	[****]
[****] Imaging Scans for pts treated in 2017 as of 8/15/17	[****]
Isotope/Radiolabeling (per infusion) for [****] pts treated in 2017 as of 8/15/17	[****]
De-Identified Scans as of 8/15/17	[****]
Management of [****] additional patients	[****]
[****] Imaging Scans/anesthesia (per infusion)	[****]
Isotope/Radiolabeling (per infusion)	[****]
Administrative Fees	[****]
<b>Total</b>	[****]

\* Does not include de-identification fees, radiology reads, and auditing fees, which will be invoiced at the unit cost specified.

7. The parties agree that upon the later of (i) the approval by [\*\*\*\*] ("Protocol 101") or (ii) the execution of a clinical trial agreement governing the conduct of Protocol 101, MSK shall not enroll more than an additional [\*\*\*\*] subjects on this Study without the prior approval of Company, which shall not be unreasonably withheld.

**C. Agreement**

- The Parties are party to an investigator-initiated master clinical trial agreement ("Master Agreement"), and this Study Addendum is incorporated by reference into such Master Agreement, which shall fully govern the performance of this Study Addendum and the Protocol as set forth herein.
- The Parties agree that, in accordance Section 2 of the Master Agreement, Company shall become the holder of the IND for Study Drug Product as used under this Study Addendum for this Protocol, and accordingly shall be come the sponsor of the Study, Accordingly, for the purposes of this Study, Section 2 of the Master Agreement shall be deleted in its entirety, and replaced with the following:

**"Compliance with Protocol/Law.** MSK and Investigator-Sponsor will conduct the Study in accordance with (a) the Protocol; (b) this Agreement and its applicable Study Addendum; (c) all applicable provisions of any and all federal, state and local laws, rules, regulations, orders and guidances relevant to the conduct of the Study including, (i) the United States Federal Food, Drug, and Cosmetic Act, as amended, and the applicable regulations promulgated under it from

[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

time to time, the Public Health Service Act, the Anti-Kickback Statute set forth at 42 U.S.C. §1320a-7b(b), United States Code of Federal Regulations and comparable state laws and regulations; (ii) the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and comparable state laws and regulations to the extent applicable; and (iii) publications of the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use as adopted by the United States Food and Drug Administration ("FDA"), including current Good Clinical Practice guidelines. Company shall be the regulatory sponsor of the Study and represents that all responsibilities of a regulatory sponsor (including postings on clinicaltrials.gov) have been and will continue to be fulfilled. Company has

obtained and will maintain all other required authorizations for the Study, as required by law. MSK shall maintain Study approval by its IRB (as defined in Section 5 below) and proper oversight by all other applicable entities (e.g., ethics committees). The parties agree that Company shall have the right during the term of the applicable Study Addendum to become the holder of the investigational new drug application (“IND”) held by MSK for a Study Drug Product under such Study Addendum. The foregoing shall not apply to the extent Company breaches any - license agreement concerning the Study Drug Product, in place-between Company and MSK. In the event such breach takes place during or after the transfer of an IND from MSK to Company, Company agrees that it will engage in good faith discussions with MSK to determine the final disposition of the applicable IND, which disposition may include reverting the IND holder status back to MSK.”

Notwithstanding the foregoing, the term “Sponsor-Investigator” shall continue to be defined as MSK’s employee specified in the applicable Study Addendum whom acts as MSK’s principal investigator for the Study.

3. Section 4.2 of the Master Agreement shall be deleted in its entirety, and replaced with the following:

**“Communications with Regulatory Agencies.** MSK will, to the extent permitted by law and MSK policy, and after review by MSK’s legal counsel (a) notify Company of any communications from or to any regulatory authority having an impact on the Study; (b) include Company in any discussions or meetings with the FDA regarding the Study; (c) allow Company a reasonable opportunity to comment on any correspondence being sent to the FDA by MSK or Investigator-Sponsor regarding the Study; and (d) allow Company a reasonable opportunity to review copies of the “Safe to Proceed” letter from the FDA.”

4. Section 7 of the Master Agreement shall be deleted in its entirety.

5. Section 11.4 of the Master Agreement shall be deleted in its entirety, and replaced with the following:

**“11.4 Publication.** The Company, MSK and/or Investigator-Sponsor shall exercise reasonable efforts to publish the results of the Study in a timely manner provided such publication is consistent with the terms set forth in this Agreement. Any publication or presentation permitted under this Section 11.4 must be prepared in collaboration with Company and (i) be made in a recognized medical or scientific journal or at a recognized scientific conference; (ii) make use of all Study data and not subsets of Study data; and (iii) be made in accordance with the provisions of subsections (1) and (2) below.”

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6. Section 16.2 of the Master Agreement shall be deleted in its entirety, and replaced with the following:

“MSK shall be responsible for its own acts in the performance of the Study to the extent such acts are the result of MSK’s negligence, recklessness, or willful misconduct.”

7. Section 16.3 of the Master Agreement shall be deleted in its entirety, and replaced with the following:

**“Indemnification Procedure.** MSK shall be referred to hereinafter as “Indemnitee.” The Indemnitee will promptly give notice to Company of any claims for which it seeks indemnification hereunder, and Company will have the right to defend the same, including selection of counsel reasonably acceptable to Indemnitee, and to control of all the proceedings; *provided* that Company will not, without the written consent of the Indemnitee, settle such claim or consent to the entry of any judgment to the extent that such settlement or judgment: (a) does not release the Indemnitee from all liability with respect to such claim, or (b) likely will materially adversely affect the Indemnitee or impose a material obligation or liability on Indemnitee. Indemnitee agree to cooperate and provide all reasonable assistance to the defense of any such claim, at Company’s expense. Indemnitee at all times reserves the right to select and retain counsel of its own at its own expense to defend Indemnitee’s interests, *provided* that Indemnitee shall be responsible for any costs incurred or resulting from any actions of such counsel that are contrary to Company’s control or conduct of the defense.”

8. Section 16.4 of the Master Agreement shall be deleted in its entirety, and replaced with the following:

**“Study-Related Injury.** Company will pay for all costs any expenses related to any injuries or illnesses to a Study subject that result from the performance of the Study or the provision of the Study Drug Product in accordance with the Protocol.”

Company represents and warrants that, as the regulatory Sponsor of the Study, Company shall ensure that: (a) it has obtained all necessary governmental and regulatory approvals to perform its obligations under the Agreement and provide the Study Drug Product; (b) such approvals will be in full force and effect during the Study; (c) Study Drug Product has been manufactured, formulated and passed quality control tests in accordance with applicable laws and regulations; (d) it has disclosed to MSK and applicable government authorities all relevant, material information concerning the safety, use, efficacy and Study Drug Product experience; (e) use of the Study Drug Product for Study purposes will not infringe the rights, patent or otherwise, of any third party; (f) any hazardous material packaging provided by Company meets regulatory requirements for MSK’s use according to the Protocol; (g) it will register the Study and maintain Study results on a public clinical trials registry, and any other information registered about the Study, when and to the extent required by applicable laws and regulations; and (h) it has sufficient funds to provide compensation and Study Drug Product for the entirety of this Study, as provided in this Agreement.

9. Any capitalized terms set forth herein but not defined shall have the meaning as set forth in the Master Agreement.

10. This Study Addendum shall be effective on the Addendum Effective Date.

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[SIGNATURES ON FOLLOWING PAGE]

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## MASTER DATA SERVICES AGREEMENT

This **MASTER DATA SERVICES AGREEMENT** (together with Appendix A and any Project Descriptions (as defined in Section 1), the “**Agreement**”) is made on September 20, 2016 (the “**Effective Date**”) by and between **YMABS THERAPEUTICS, INC.**, a for profit having a place of business at 701 Gateway Drive, Suite 200, South San Francisco, Ca 94080 (“**Ymabs**”) and **MEMORIAL SLOAN KETTERING CANCER CENTER**, a New York membership corporation with principal offices at 1275 York Avenue, New York, New York 10065 (“**Institution**”).

1. **Background and Definitions.** Ymabs and Institution have entered into an Exclusive License Agreement dated as of August 20, 2015 (the “**License Agreement**”) pursuant to which, among other things, (i) Ymabs has obtained exclusive license rights to the Licensed Products (as defined in the License Agreement) and (ii) Institution has agreed to transfer clinical data and databases, regulatory files and other Licensed Know-How to Ymabs and Ymabs’s designees. Capitalized terms used, but not defined in this Agreement, are used as defined in the License Agreement.
  - 1.1. “**Affiliate**” means, with respect to either Ymabs or Institution, any corporation company, partnership, joint venture and/or firm which controls, is controlled by or is under common control with Ymabs or Institution, as applicable. For the purpose of this definition, “control” means (i) in the case of corporate entities, direct or indirect ownership of more than percent (50%) of the stock or shares having the right to vote for the election of directors (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction); and (ii) in the case of non-corporate entities, the direct or indirect power to manage, direct or cause the direction of the management and policies of the non-corporate entity or the power to elect more than fifty percent (50%) of the members of the governing body of such non-corporate entity.
  - 1.2. “**Applicable Law**” means all applicable ordinances, rules, regulations, laws, guidelines, guidances, requirements and court orders of any kind whatsoever of any Authority, as amended from time to time, including Good Laboratory Practices (GLP) and/or Good Clinical Practices (GCP).
  - 1.3. “**Ymabs Representative**” has the meaning set forth in Section 3.1.
  - 1.4. “**Authority**” means any government regulatory authority responsible for granting approvals for the performance of Services under this Agreement or for issuing regulations pertaining to the Licensed Products or the Services, including the FDA.
  - 1.5. “**Facility**” means the Institution’s 1275 York Avenue, New York, NY 10065.
  - 1.6. “**FDA**” means the United States Food and Drug Administration, and any successor agency having substantially the some functions.
  - 1.7. “**Institution Personnel**” has the meaning set forth in Section 4.2.
  - 1.8. “**Materials**” has the meaning set forth in Section 6.1.
  - 1.9. “**Project Description**” has the meaning set forth in Section 2.
  - 1.10. “**Project Leader**” has the meaning set forth in Section 3.1.

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  - 1.11. “**Records**” has the meaning set forth in Section 6.3.
  - 1.12. “**Services**” means the transfer of clinical date and databases, regulatory files and other Licensed Know-How to Ymabs and Ymabs’ designees, and/or other services for clinical studies as described in a Project Description entered into by the parties.
2. **Agreement Structure.** From time to time, Ymabs may request that Institution provide certain Services. This Agreement contains general terms and conditions under which Ymabs would engage Institution and under which Institution would provide such Services. Ymabs and Institution must complete and execute a project description referencing this Agreement (each, a “**Project Description**”) before any Services arc provided. Each Project Description will include, at a minimum, the information relating to the specific Services outlined in the sample Project Description attached as Appendix A. Once executed, each Project Description becomes part of this Agreement, although the terms in a Project Description will apply only to Services described in that Project Description. A Project Description may not change any term in this Agreement
3. **About Services.**
  - 3.1. **Provision of Services.** Institution agrees to provide all Services identified in any Project Description: (a) within the time period specified in the relevant Project Description; and (b) with the requisite care, skill and diligence. For each Project Description. Institution will designate a “**Project Leader**” who will be available for communications with Ymabs regarding Services provided under that Project Description, as well as contacts for administrative and payment matters for those Services. Ymabs will designate an “**Ymabs Representative**” who will be the point of contact for the Project Leader. Institution will provide all staff necessary to perform the Services in accordance with the terms of the applicable Project Description and this Agreement.
  - 3.2. **Subcontracting.** Institution may not subcontract the performance of specific obligations of Institution under a Project Description to any third party without Ymabs’s prior written approval (such prior written approval shall not be unreasonably withheld), and provided, that, if such approval is given (a) such third party performs those Services in a manner consistent with the terms and conditions of this Agreement.

3.3. **Audits.** With reasonable notice by Ymabs to Institution and during normal business hours and mutually agreed upon times. Institution will allow Ymabs employees and representative to review Institution's standard operating procedures and records pertaining to Services and to inspect the facilities used to render Services. In addition, the Project Leader and the Ymabs Representative and their designees will participate in meetings to review the performance of Services and to coordinate Services as necessary. The Ymabs Representative, or his or her designee, will also have access during normal business hours and mutually agreed upon times to observe performance of the Services. If any Authority wishes to audit Institution in connection with the Services or any Licenced Product, Institution agrees, to the extent feasible and not legally prohibited to (a) promptly notify Ymabs of such audit and cooperate with Ymabs and/or its designees with respect to audit preparation, and (b) cooperate with the Authority, comply with the legitimate requirements of the audit, and make appropriate Institution Personnel available to explain and discuss records and documentation related to the Services of Licensed Product, as the case may be.

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3.4. **Regulatory Contacts.** Except as otherwise specified in a Project Description, Ymabs will be solely responsible for all contacts and communications with any Authorities with respect to matters relating to the Services rendered under such Project Description.

3.5. **Key Institution Personnel.** All Institution Personnel (as defined in Section 4.2) identified in a Project Description as "**Key Institution Personnel**" will remain assigned to perform Services covered by the applicable Project Description as long as such individuals remain employed by or under contract with Institution, unless an individual is unavailable for reasons of disability, illness or promotion. The parties agree to periodically review the performance of the Key Institution Personnel and promptly remedy any concerns to Ymabs' reasonable satisfaction.

4. **Representations and Warranties of Institution.** Institution represents and warrants as follows:

4.1. **Absence of Other Contractual Restrictions.** To the best of Institution knowledge, Institution is under no contractual or other obligation or restriction that is inconsistent with Institution's execution or performance of this Agreement, Institution use reasonable efforts to not enter into any agreement, either written or oral, that would materially conflict with Institution's responsibilities under this Agreement.

4.2. **Qualifications of Institution Personnel.** Institution has engaged and will engage employees and permitted third parties (collectively, "**Institution Personnel**") with the proper skill, training and experience to provide Services. Before providing Services, all Institution Personnel must be subject to binding agreements with Institution under which they (a) have confidentiality obligations that apply to Ymabs's Confidential Information and that are similar to terms of this Agreement, and (b) assign and effectively vest in Institution any and all rights that such personnel might have in the results of their work without any obligation of Ymabs to pay any royalties or other consideration to such Institution Personnel.

4.3. **Compliance.** Institution will perform all Services in accordance with all Applicable Laws.

4.4. **Conflicts with Rights of Third Parties.** Institution agrees that it will not use any patent, trade secret or other proprietary or intellectual property right of any third party in the performance of Services unless it is authorized by Ymabs to do so.

4.5. **Absence of Debarment.** Neither Institution nor any Institution Personnel have been, and are not under consideration to be (a) debarred from providing services pursuant to Section 306 of the United States Federal Food, Drug and Cosmetic Act 21 U.S.C. 335a; (b) excluded, debarred or suspended from, or otherwise ineligible to participate in any federal or state health care programs or federal procurement or non-procurement programs (as that term is defined in 42 U.S.C. §1320a-7b(f)); (c) disqualified by any government or regulatory agencies from performing specific services, and are not subject to a pending disqualification proceeding; or (d) convicted of a criminal offense related to the provision of health care items or services, or under investigation or subject to any such action that is pending. Institution will notify Ymabs immediately if Institution, or any Institution Personnel are subject to the foregoing, or if any action, suit, claim, investigation, or proceeding relating to the foregoing is pending, or to the best of Institution's knowledge, is threatened

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5. **Compensation.** As full consideration for the Services. Ymabs will pay Institution as set forth in the applicable Project Description, in accordance with the terms of the License Agreement. Institution will invoice Ymabs for all amounts due in United States Dollars. All undisputed payments will be made by Ymabs within [\*\*\*\*] after its receipt of an invoice and reasonable supporting documentation for such invoice.

6. **Proprietary Rights.**

6.1. **Materials.** All documentation, information, and biological, chemical or other materials controlled by Ymabs and furnished to Institution by or on behalf of Ymabs (collectively, with all associated intellectual property rights, the "**Materials**") will remain the exclusive property of Ymabs. Institution will use Materials only as necessary to perform Services. Institution will not analyze Materials except as necessary to perform Services and will not transfer or make the Materials available to third parties without the prior written consent of Ymabs.

6.2. **Intellectual Property Rights.** All inventions, discoveries, improvements, ideas, processes, formulations, products, computer programs, works of authorship, databases, know-how, information, data, documentation, reports, research, creations and all other products and/or materials arising from or made in the performance of the Services (whether or not patentable or subject to copyright or trade secret protection), together with all associated intellectual property rights, will be deemed to be Licensed Rights and subject to the terms of the License Agreement.

6.3. **Records; Records Storage.** Institution will maintain all materials, data and documentation obtained or generated by Institution in the course of preparing for and providing Services, including computerized records and files (collectively, the "**Records**") in a secure area reasonably protected from fire, theft and destruction. All Records will be the property of Ymabs. Institution will not transfer, deliver or otherwise provide any Records to any party other than Ymabs or its Affiliates or designees, without the prior written approval of Ymabs.

- 6.4. **Record Retention.** All Records will be retained by Institution until Ymabs requests the transfer of such Records in writing. Institution will, at the direction and written request of Ymabs, promptly deliver Records to Ymabs or its designee, or dispose of the Records, unless the Records are required to be retained by Institution by Applicable Law or for insurance purposes. In no event will Institution dispose of any Records without first giving Ymabs [\*\*\*\*] prior written notice of its intent to do so.
7. **Confidential Information; Identifiable Information.** All confidential or proprietary information disclosed by Ymabs or its designees to Institution in connection with this Agreement, and all data, information and Records generated by Institution in the performance of this Agreement, will be deemed Ymabs's Confidential Information and subject to the terms of the License Agreement. Notwithstanding anything to the contrary in this Section 7. (a) Institution will not disclose to any third party nor use any protected health information, personal data or required biological samples of subjects enrolled in clinical studies that are the subject of Services (collectively, "**Personal Identifiable Information**") except as expressly required in the applicable Project Description and as long as such disclosure and use is in compliance with Applicable Law; and (b) such restrictions on the disclosure and use of Personal Identifiable Information will remain in place for as long as such restrictions are required under Applicable

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[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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Law. Ymabs' use and disclosure of Personal Identifiable Information will be in accordance with Applicable Law.

## 8. **Expiration and Termination.**

- 8.1. **Expiration.** This Agreement will expire on the later of (a) two (2) years from the Effective Date or (b) the completion of all Services under all Project Description(s) executed by the parties prior to the second anniversary of the Effective Date; provided, however, that the term of this Agreement may be extended by written notice to Institution from Ymabs prior to the expiration of the then current term. This Agreement may be earlier terminated in accordance with Section 8.2 or 8.3.
- 8.2. **Termination by Ymabs.** In the event of a material breach of this Agreement if Institution fails to cure a material breach (e.g., breach of confidentiality obligations under Section 6), Ymabs may terminate this Agreement or any Project Description with immediate effect, at any time upon [\*\*\*\*] prior written notice to Institution.
- 8.3. **Termination by Institution.** Institution may terminate this Agreement or any Project Description if Ymabs fails to cure a material breach of this Agreement or of a Project Description within [\*\*\*\*] after receiving written notice from Institution of such breach.
- 8.4. **Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, neither Institution nor Ymabs will have any further obligations under this Agreement, or in the case of termination or expiration of a Project Description, under that Project Description, except that:
- (a) Institution will terminate all affected Services in progress in an orderly manner as soon as practical and in accordance with a schedule agreed to by Ymabs and Institution, unless Ymabs specifies in the notice of termination that Services in progress should be completed;
  - (b) Ymabs will pay Institution any monies due and owing institution, up to the time of termination or expiration, for Services properly performed and all authorized expenses actually incurred (as specified in the applicable Project Description);
  - (c) Institution will promptly refund any monies paid in advance by Ymabs for Services not rendered;
  - (d) each Recipient will promptly return to the Discloser all of Discloser's Confidential Information (including all copies) provided to Recipient under this Agreement or under any Project Description which has been terminated or has expired, except for one (1) copy which Recipient may retain solely to monitor Recipient's surviving obligations of confidentiality and non-use, and in the case of Ymabs, to exercise all surviving rights of Ymabs under this Agreements; and
  - (e) the terms and conditions under Sections 1, 3.2 - 3.4, 4, 6, 7, 8, and 9 will survive any such termination or expiration

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[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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## 9. **Miscellaneous.**

- 9.1. **Relationship between the parties; taxes.** The relationship between the parties under this Agreement is that of independent contractors. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or agency relationship between any of the parties. No party is a legal representative of any other party, and no party can assume or create any obligation, liability, representation, warranty or guarantee, express or implied, on behalf of another party for any purpose whatsoever. Institution is responsible for, and will withhold and/or pay, any and all applicable federal, state or local taxes, payroll taxes, workers' compensation contributions, unemployment insurance contributions or other payroll deductions from the compensation of Institution's employees and other Institution Personnel and no such employees or other Institution Personnel will be entitled to any benefits applicable to or available to employees of Ymabs.



best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of Applicable Law.

- 9.9. **Governing Law.** This Agreement and any disputes arising out of or relating to this Agreement will be governed by, construed and interpreted in accordance with the internal laws of the State of New York, without regard to any choice of law principle that would require the application of the law of another jurisdiction. The state and federal courts located in New York Country, New York, shall have exclusive jurisdiction of any claims or actions between or among the parties arising out of or relating to this Agreement or any aspect of the parties' relationship, and each party consents to venue and personal jurisdiction of those courts for the purpose of resolving any such disputes.
- 9.10. **Waivers.** Any delay in enforcing a party's rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving party, as applicable.
- 9.11. **No Strict Construction; Heading; Interpretation.** This Agreement has been prepared jointly and will not be strictly construed against either party. The section headings, are included solely for convenience of reference and will not control or affect the meaning or interpretation of any of the provisions of this Agreement. The words "include," "includes" and "including" when used in this Agreement (and any Project Description(s)) are deemed to be followed by the phrase "but not limited to".
- 9.12. **Liability.** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors to the extent allowed by law.
- 9.13. **Counterparts.** This Agreement may be executed by electronic signature and in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

**MEMORIAL SLOAN KETTERING CANCER CENTER**

By: /s/ Gregory Raskin  
Print Name: Gregory Raskin, MD  
Title: Executive Vice President, Technology Development  
Date: 9/21/16

**YMABS BIOTHERAPEUTICS, INC.**

By: /s/ Thomas Gad  
Print Name: Thomas Gad  
Title: President  
Date: 9/23/2016

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**APPENDIX A**

**SAMPLE PROJECT DESCRIPTION**

**THIS PROJECT DESCRIPTION** (the "**Project Description**") by and between **YMABS THERAPEUTICS, INC.** and **MEMORIAL SLOAN KETTERING CANCER CENTER**, will be effective as of the last date of signature below, and upon execution will be incorporated into the Data Services Agreement between Ymabs and Institution dated [**EFFECTIVE DATE OF DATA SERVICES AGREEMENT**] (the "**Agreement**"). Capitalized terms used in this Project Description will have the same meaning as set forth in the Agreement.

Ymabs hereby engages Institution to provide Services, as follows"

1. **Services.** Institution will provide the following Services to Ymabs:

*Describe specific Services to be provided.*

2. **Institution Contacts.**

Project Leader: [NAME AND TITLE]

Administration Contact: [NAME AND TITLE]

Payment Contact: [NAME AND TITLE]

3. **Ymabs Representative.** [NAME AND TITLE]

4. **Compensation.** All amounts due under this Project Description will be invoiced in United States Dollars to the attention of [NAME AND TITLE] as follows: [INVOICE SCHEDULE]. Payment will be made in accordance with Section 4 (Compensation) of the Agreement. Institution agrees that the amounts payable or otherwise provided by Ymabs under this Agreement represent the fair market value of the Services and have not been determined in a manner that takes into account the volume or value of any referrals or business.

All terms and conditions of the Agreement will apply to this Project Description, in the event of any conflict between this Project Description and the terms of the Agreement, the terms of the Agreement will control. A facsimile or portable document format (“**.pdf**”) copy of this Project Description, including the signature pages, will be deemed an original.

**PROJECT DESCRIPTION AGREED TO AND ACCEPTED BY:**

**MEMORIAL SLOAN KETTERING CANCER CENTER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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Title: \_\_\_\_\_

Date: \_\_\_\_\_

**YMABS THERAPEUTICS, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**APPENDIX A**

**PROJECT DESCRIPTION**

**THIS PROJECT DESCRIPTION** (the “**Project Description**”) by and between **YMABS THERAPEUTICS, INC.** and **MEMORIAL SLOAN KETTERING CANCER CENTER**, will be effective as of the last date of signature below, and upon execution will be incorporated into the Data Services Agreement between Ymabs and Institution dated September 20, 2016 (the “**Agreement**”). Capitalized terms used in this Project Description will have the same meaning as set forth in the Agreement.

Ymabs hereby engages Institution to provide Services, as follows:

**I. Services**

Provided below are descriptions of the general services to be fulfilled under the Master Data Services Agreement (“**Agreement**”) by and between YMabs, and Institution, made effective September 20, 2016. These services will be provided by the Department of Pediatrics’ Clinical Trials office within Institution. Any requests beyond the activities described below will be subject to a mutually agreed upon amendment to this Project Description with appropriate funding support provided.

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[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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**II. Institution Contacts.**

Project Leader: [\*\*\*\*]

Payment Contact: [\*\*\*\*]

**III. Ymabs Representative.** Thomas Gad, President**IV. Compensation.**

All amounts due under this Project Description will be invoiced in United States Dollars to the attention of Bo Kruse, Chief Financial Officer as follows. Payment will be made in accordance with Section 4 (Compensation) of the Agreement. Institution agrees that the amounts payable or otherwise provided by Ymabs under this Agreement represent the fair

[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

market value of the Services and have not been determined in a manner that takes into account the volume or value of any referrals or business.

All terms and conditions of the Agreement will apply to this Project Description. In the event of any conflict between this Project Description and the terms of the Agreement, the terms of the Agreement will control. A facsimile or portable document format (".pdf") copy of this Project Description including the signature pages, will be deemed an original.

For this scope of work, payments will be made according the schedule below:

Payment	Timeline	Amount
Personnel Support	Upon execution (for January 1, 2016 – August 31, 2016)	[****]
Personnel Support	Quarterly, beginning September 2016	[****]
Data Transfer (initial)	Upon transfer	[****]
Data Transfer (ongoing)	Ad hoc, upon transfer	[****]
IND Support	Upon Execution	[****]

If the scope of services is revised, the parties agree to negotiate revised payments in good faith.

Invoices will be directed to:

Name: Bo Kruse  
 Email: BK@ymabs.com  
 Phone: +45 25 27 47 07

Payments will be directed to

Payee: Memorial Sloan Kettering Cancer Center  
 Attn: Trang Left of Pediatrics Fund Manager  
 Tax ID: [\*\*\*\*]  
 Mailing Address: P.O. BOX 29035  
 New York, NY 10087

All terms and conditions of the Agreement will apply to this Project Description. In the event of any conflict between this Project Description and the terms of the Agreement, the terms of the Agreement will control. A facsimile or portable document format (".pdf") copy of this Project Description, including the signature pages, will be deemed an original.

[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

PROJECT DESCRIPTION AGREED TO AND ACCEPTED BY:

MEMORIAL SLOAN KETTERING CANCER CENTER

By: /s/ Gregory Raskin  
Print Name: Gregory Raskin, MD  
Title: Vice President, Technology Development  
Date: 9/21/16

**YMABS THERAPEUTICS, INC.**

By: /s/ Thomas Gad  
Print Name: Thomas Gad  
Title: President  
Date: 9/23/2016

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**FIRST AMENDMENT TO APPENDIX A**  
**AMENDED PROJECT DESCRIPTION**

**THIS AMENDED PROJECT DESCRIPTION** (the “**Amendment**”) by and between **YMABS THERAPEUTICS, INC.** and **MEMORIAL SLOAN KETTERING CANCER CENTER**, will be effective as of the last date of signature below, and upon execution will amend the Appendix A Project Description, effective as of September 23, 2016 (“**Project Description**”), which is incorporated into the Data Services Agreement between Ymabs and Institution dated September 23, 2016 (the “**Agreement**”). Capitalized terms used in this Amended Project Description will have the same meaning as set forth in the Project Description and the Agreement.

1. Section I, Services, shall be deleted in its entirety and replaced as follows:

**1. Services**

Provided below are descriptions of the general services to be fulfilled under the Master Data Services Agreement (“Agreement”) by and between YMabs, and Institution, made effective September 23, 2016. These services will be provided by the Department of Pediatrics’ Clinical Trials Office within Institution. Any requests beyond the activities described below will be subject to a mutually agreed upon amendment to this Project Description with appropriate funding support provided. The Parties agree that as Project personnel described herein are added to the performance or the Project during the term hereof, Institution shall provide notice to Y-mAbs including the name and contact information of such personnel.

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**Confidential**

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[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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2. Section II, Compensation, shall be deleted in its entirety and replaced as follows:

**II. Compensation.**

All amounts due under this Project Description will be invoiced in United States Dollars to the attention of Bo Kruse, Chief Financial Officer as follows: Payment will be made in accordance with Section 4 (Compensation) of the Agreement. Institution agrees that the amounts payable or otherwise provided by Ymabs under this Agreement represent the fair market value of the Services and have not been determined in a manner that takes into account the volume or value of any referrals or business.

All terms and conditions of the Agreement will apply to this Project Description. In the event of any conflict between this Project Description and the terms of the Agreement, the terms of the Agreement will control. A facsimile or portable document format (".pdf") copy of this Project Description, including the signature pages, will be deemed an original.

For this scope of work, payments will be made according the schedule below:

Personnel Support	Quarterly, beginning October 2017	[****]
Data Transfer (ongoing)	Ad hoc, upon transfer	[****]

If the scope of services is revised, the parties agree to negotiate revised payments in good faith.

Invoices will be directed to:

Name: Bo kruse  
Email: bk@ymabs.com  
Phone: +45 25274707

Payments will be directed to:

Payee: Memorial Sloan Kettering Cancer Center  
Attn: Trang Left Department of Pediatrics Fund Manager  
Tax ID: [\*\*\*\*]  
Mailing Address: P.O. Box 29035

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**[\*\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.**

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New York, NY 10087

3. Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its terms and in the event of any inconsistency between the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.
4. This Amendment will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any conflict of law principles.
5. This Amendment may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The exchange of copies of this Amendment and of executed signature pages by facsimile transmission or by electronic mail in "portable document format" (".pdf") or by a combination of such means, will constitute effective execution and delivery of this Amendment as to the parties and may be used in lieu of an original Amendment for all purposes.

**[SIGNATURES ON FOLLOWING PAGE – REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

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**PROJECT DESCRIPTION AGREED TO AND ACCEPTED BY:**

**MEMORIAL SLOAN KETTERING CANCER CENTER**

By: /s/ Eric Cottington  
Print Name: Eric Cottington, PhD  
Title: Senior Vice President, Research and Technology Management  
Date: 10-11-17

**YMABS THERAPEUTICS, INC.**

By: /s/ Thomas Gad  
Print Name: Thomas Gad

Title: President

Date: 10/10/2017

## Y-MABS THERAPEUTICS, INC.

## AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN

1. Purposes of the Plan. The purposes of this Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide additional incentive to Employees, Directors and consultants, and
- to promote the success of the Company's Business

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock and Restricted Stock Units.

2. Definitions. As used herein, the following definitions will apply:

a. "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the Plan.

b. "Affiliate" of any a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

c. "Applicable Laws" means the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.

d. "Award" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, or Restricted Stock Units.

e. "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

f. "Board" means the Board of Directors of the Company.

g. "Cause" means (i) conviction of the Participant of any felony; (ii) conviction of the Participant of any lesser crime or offense involving fraud, misappropriation, theft or embezzlement of the property of the Company or its affiliates; (iii) gross negligence or willful misconduct by the Participant in connection with the performance of any material portion

of his or her duties under any employment agreement or arrangement or other agreement between the Participant and the Company; (iv) conviction of a crime involving a violation of federal or state securities laws, a breach of a fiduciary duty or moral turpitude; (v) abuse of alcohol or another drug while performing his or her duties as an employee of the Company; or (vi) a breach of or a failure or refusal by Participant to comply with any material provision of his or her employment agreement or arrangement with the Company if not cured within ten (10) days after written notice thereof from the Company.

h. "Change in Control" means the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change in Control; or

(ii) Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the Exchange Act, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 2(f), persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the jurisdiction of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

- i. "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.
- j. "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board, or by the compensation committee of the Board, in accordance with Section 4 hereof.
- k. "Common Stock" means the common stock, par value \$.0001 per share, of the Company.
- l. "Company" means Y-mAbs Therapeutics, Inc., a Delaware corporation, or any successor thereto.
- m. "Consultant" means any person, including an advisor, engaged by the Company or a Parent or Subsidiary to render services to such entity.
- n. "Director" means a member of the Board.
- o. "Disability" means total and permanent disability as defined in Code Section 22(e)(3), provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.
- p. "Employee" means any person, including officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.
- q. "Exchange Act" means the Securities Exchange Act of 1934, as amended.
- r. "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for Awards of the same type (which may have higher or lower exercise prices and different terms), Awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is reduced or increased. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.
- s. "Fair Market Value" means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(iii) In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

Notwithstanding the foregoing, if the determination date for the Fair Market Value occurs on a weekend or holiday, the Fair Market Value will be the price as determined in accordance with subsections (i) through (iii) above (as applicable) on the next business day, unless otherwise determined by the Administrator.

t. "Good Reason" means the occurrence of any of the following, in each case during the term of the Participant's employment relationship with the Company, without the Participant's written consent: (i) a material reduction in the Participant's base salary or compensation; (ii) a material reduction in the Participant's bonus opportunity; (iii) a relocation of the Participant's principal place of employment by more than 50 miles; (iv) any material breach by the Company of any provision of a Participant's employment agreement or arrangement, or any material provision of any other agreement between the Participant and the Company; (v) the Company's failure to obtain an agreement from any successor to the Company to assume and agree to perform a Participant's employment agreement or arrangement in the same manner and to the same extent that the Company would be required to perform if no succession had taken place, except where such assumption occurs by operation of law; (vi) a material, adverse change in the Participant's title, authority, duties, or responsibilities (other than temporarily while the Participant is physically or mentally incapacitated or as required by applicable law); or (vii) a material change in the reporting structure applicable to the Participant.

u. “Incentive Stock Option” means an Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Code Section 422 and the regulations promulgated thereunder.

v. “Nonstatutory Stock Option” means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

w. “Option” means an option to purchase Common Stock of the Company granted pursuant to the Plan.

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x. “Parent” means a “parent corporation,” whether now or hereafter existing, as defined in Code Section 424(e).

y. “Parent Board” means a member of the board of directors of a Parent.

z. “Parent Director” means a member of a Parent Board.

aa. “Participant” means the holder of an outstanding Award.

bb. “Period of Restriction” means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

cc. “Person” means an individual, trust, estate, partnership, limited liability company, corporation, joint venture, governmental authority, any other incorporated or unincorporated organization or association or any other entity.

dd. “Plan” means this 2015 Equity Incentive Plan.

ee. “Restricted Stock” means Shares issued pursuant to an Award of Restricted Stock under Section 8 of the Plan.

ff. “Restricted Stock Unit” means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 9. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

gg. “Retirement” — means an Participant’s voluntary termination of his or her employment relationship with the Company or any of its Subsidiaries after reaching the age of 65, provided that thereafter the Participant does not either directly or indirectly, whether as an operator, employee, officer, director, shareholder (other than as a shareholder of less than five percent (5%) of the issued and outstanding stock of a publicly-held company), member, owner, consultant, adviser, manager, partner or in any other capacity engage or participate in any business which is engaged in providing any products and services that compete, in whole or in part, with the products and services of the company or any of its Subsidiaries or Affiliates anywhere in the geographic market being serviced by the Company or any of its Subsidiaries or Affiliates.

hh. “Service Provider” means an Employee, Director, Parent Director, Subsidiary Director or Consultant.

ii. “Share” means a share of the Common Stock, as adjusted in accordance with Section 13 of the Plan.

jj. “Stock Appreciation Right” means an Award, granted alone or in connection with an Option, that pursuant to Section 7 is designated as a Stock Appreciation Right.

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kk. “Subsidiary” means a “subsidiary corporation,” whether now or hereafter existing, as defined in Code Section 424(f).

ll. “Subsidiary Board” means the board of directors of any Subsidiary.

mm. “Subsidiary Director” means a member of a Subsidiary Board.

### 3. Stock Subject to the Plan.

a. Stock Subject to the Plan. Subject to the provisions of Section 13 of the Plan, the maximum aggregate number of Shares that may be issued under the Plan is Four Million Five Hundred Thousand (4,500,000). The Shares may be authorized, but unissued, or reacquired Common Stock.

b. Automatic Share Reserve Increase. Subject to the provisions of Section 13 of the Plan, the number of Shares available for issuance under the Plan will be increased on the first day of each Fiscal Year beginning with the 2016 Fiscal Year, so that the total number of Shares available for issuance under the Plan shall be a number equal to six percent (6%) of the issued and outstanding Shares on the last day of the immediately preceding Fiscal Year.

c. Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an Exchange Program, or, with respect to Restricted Stock or Restricted Stock Units, is forfeited to or repurchased by the Company due to the failure to vest, the unpurchased Shares (or for Awards other than Options or Stock Appreciation Rights the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). With respect to Stock Appreciation Rights, only Shares actually issued pursuant to a Stock Appreciation Right will cease to be available under the Plan; all remaining Shares under Stock Appreciation Rights will remain available for future grant or sale under the Plan (unless the Plan has terminated). Shares that have actually been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if Shares issued pursuant to Awards of Restricted Stock or Restricted Stock Units are repurchased by the Company or are forfeited to the Company due to the failure to vest, such Shares will

become available for future grant under the Plan. Shares used to pay the exercise price of an Award or to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Notwithstanding the foregoing and, subject to adjustment as provided in Section 13, the maximum aggregate number of Shares that may be issued upon the exercise of Incentive Stock Options will not exceed Four Million Five Hundred Thousand (4,500,000), plus, to the extent allowable under Section 422 of the Code, any Shares that become available for issuance under the Plan pursuant to Sections 3(b) and 3(c).

d. Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

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4. Administration of the Plan.

a. Procedure.

(i) Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which Committee will be constituted to satisfy Applicable Laws.

b. Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

- (i) to determine the Fair Market Value;
- (ii) to select the Service Providers to whom Awards may be granted hereunder;
- (iii) to determine the number of Shares to be covered by each Award granted hereunder;
- (iv) to approve forms of Award Agreements for use under the Plan;
- (v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;
- (vi) to institute and determine the terms and conditions of an Exchange Program;
- (vii) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;
- (viii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;
- (ix) to modify or amend each Award (subject to Section 10 and Section 18(c) of the Plan), including but not limited to the discretionary authority to extend the post-termination exercisability period of Awards and to extend the maximum term of an Option (subject to Section 6(d));

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- (x) to allow Participants to satisfy withholding tax obligations in a manner prescribed in Section 14;
- (xi) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator; and
- (xii) subject to the provisions of Section 10 of the Plan, to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that otherwise would be due to such Participant under an Award; and
- (xiii) to make all other determinations deemed necessary or advisable for administering the Plan.

c. Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility. Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, and Restricted Stock Units may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options.

a. Grant of Options. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Options in such amounts as the Administrator, in its sole discretion, will determine.

b. Option Agreement. Each Award of an Option will be evidenced by an Award Agreement that will specify the exercise price, the term of the Option, the number of Shares subject to the Option, the exercise restrictions, if any, applicable to the Option, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

c. Limitations. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. Notwithstanding such designation, however, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars (\$100,000), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(c), Incentive Stock Options will be taken into account in the order in which they were granted, the Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted, and calculation will be performed in accordance with Code Section 422 and Treasury Regulations promulgated thereunder.

d. Term of Option. The term of each Option will be stated in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. In the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or

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Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

e. Option Exercise Price and Consideration.

(i) Exercise Price. The per Share exercise price for the Shares to be issued pursuant to the exercise of an Option will be determined by the Administrator, but will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. In addition, in the case of an Incentive Stock Option granted to an Employee who owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than one hundred ten percent (110%) of the Fair Market Value per Share on the date of grant. Notwithstanding the foregoing provisions of this Section 6(e)(i), Options may be granted with a per Share exercise price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Code Section 424(a).

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of: (1) cash; (2) check; (3) promissory note, to the extent permitted by Applicable Laws, (4) other Shares, provided that such Shares have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option will be exercised and provided further that accepting such Shares will not result in any adverse accounting consequences to the Company, as the Administrator determines in its sole discretion; (5) consideration received by the Company under cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; (6) by net exercise, (7) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws, or (8) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator will consider if acceptance of such consideration may be reasonably expected to benefit the Company.

f. Exercise of Option.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the

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Option is exercised (together with applicable tax withholding). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 of the Plan.

Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option, but only within such period of time ending on the earlier of (A) three (3) months of termination, or such longer or shorter period of time as is specified in the Award Agreement; or (B) the expiration of the term of such Option as set forth in the Award Agreement, in each case to the extent that the Option is vested on the date of termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option but only within such period of time ending on the earlier of (A) twelve (12) months of termination, or such longer or shorter period of time as is specified in the Award Agreement; or (B) the expiration of the term of such Option as set forth in the Award Agreement, in each case to the extent the Option is vested on the date of termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised within six (6) months following the Participant's death, or within such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent that the Option is vested on the date of death, by the Participant's designated beneficiary, provided such beneficiary has been designated prior to the Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to

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whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan

7. Stock Appreciation Rights.

a. Grant of Stock Appreciation Rights. Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

b. Number of Shares. The Administrator will have complete discretion to determine the number of Shares subject to any Award of Stock Appreciation Rights.

c. Exercise Price and Other Terms. The per Share exercise price for the Shares that will determine the amount of the payment to be received upon exercise of a Stock Appreciation Right as set forth in Section 7(f) will be determined by the Administrator and will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. Otherwise, the Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan.

d. Stock Appreciation Right Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the exercise price, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

e. Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement. Notwithstanding the foregoing, the rules of Section 6(d) relating to the maximum term and Section 6(f) relating to exercise also will apply to Stock Appreciation Rights.

f. Payment of Stock Appreciation Right Amount. Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying:

- (i) The difference between the Fair Market Value of a Share on the date of exercise over the exercise price; times
- (ii) The number of Shares with respect to which the Stock Appreciation Right is exercised.

At the discretion of the Administrator, the payment upon Stock Appreciation Right exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

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8. Restricted Stock.

a. Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

b. Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the Period of Restriction or other restrictions on such Shares have lapsed.

c. Transferability. Except as provided in this Section 8 or as the Administrator determines, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction, and such Shares evidenced by a stock certificate shall contain a legend referencing the Shares substantial risk of forfeiture restrictions.

d. Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

e. Removal of Restrictions. Except as otherwise provided in this Section 8, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction or at such other time as the Administrator may determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

f. Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

g. Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares, unless the Administrator provides otherwise. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

h. Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

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9. Restricted Stock Units.

a. Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. After the Administrator determines that it will grant Restricted Stock Units, it will advise the Participant in an Award Agreement of the terms, conditions, and restrictions related to the grant, including the number of Restricted Stock Units.

b. Vesting Criteria and Other Terms. The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. The Administrator may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment or service), or any other basis determined by the Administrator in its discretion.

c. Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as determined by the Administrator. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

d. Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Administrator and set forth in the Award Agreement. The Administrator, in its sole discretion, may settle earned Restricted Stock Units in cash, Shares, or a combination of both.

e. Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

10. Compliance With Code Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A, except as otherwise determined in the sole discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Code Section 409A the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax and interest applicable under Code Section 409A, except as otherwise determined in the sole discretion of the Administrator.

11. Leaves of Absence/Transfer Between Locations. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such leave may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence

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approved by the Company is not so guaranteed, then six (6) months following the first (1<sup>st</sup>) day of such leave, any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

12. Limited Transferability of Awards.

a. Unless determined otherwise by the Administrator, Awards may not be sold, pledged, assigned, hypothecated, or otherwise transferred in any manner other than by will or by the laws of descent and distribution, and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, (iii) as permitted by Rule 701 of the Securities Act of 1933, as amended (the "Securities Act"), or (iv) solely with respect to a Nonstatutory Stock Option, by a gift of the Nonstatutory Stock Option or by a sale, transfer or other disposition of the Nonstatutory Stock Option in an arm's length transaction to a person related to the service provider Participant, as permitted by Treasury Regulations section 1.83-7.

b. Further, during the period the Company is relying upon the exemption from registration provided in Rule 12h-1(f)(1) promulgated under the Exchange Act (the "Rule 12h-1(f) Exemption") until the Company either (i) becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or (ii) is no longer relying upon the Rule 12h-1(f) Exemption, an Option, or prior to exercise, the Shares subject to the Option, may not be pledged, hypothecated or otherwise transferred or disposed of, in any manner, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than to (x) persons who are "family members" (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (y) to an executor or guardian of the Participant

upon the death or disability of the Participant, in each case, to the extent required for continued reliance on the Rule 12h-1(f) Exemption. Notwithstanding the foregoing sentence, the Administrator, in its sole discretion, may determine to permit transfers to the Company or in connection with a Change in Control or other acquisition transactions involving the Company to the extent permitted by Rule 12h-1(f) or, if the Company is not relying on the Rule 12h-1(f) Exemption, to the extent permitted by the Plan.

13. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

a. Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of shares of stock that may be delivered under the Plan and/or the number, class, and price of shares of stock covered by each outstanding Award; provided, however, that the Administrator will make such adjustments to an Award required by Section 25102(o) of the California Corporations Code to the extent the Company is relying upon the exemption afforded thereby with respect to the Award.

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b. Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

c. Merger or Change in Control. In the event of a merger of the Company with or into another corporation or other entity or a Change in Control, each outstanding Award will be treated as the Administrator determines (subject to the provisions of the following paragraph) without a Participant's consent, including, without limitation, that (i) Awards will be assumed, or substantially equivalent Awards will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices; (ii) upon written notice to a Participant, that the Participant's Awards will terminate upon or immediately prior to the consummation of such merger or Change in Control; (iii) outstanding Awards will vest and become exercisable, realizable, or payable, or restrictions applicable to an Award will lapse, in whole or in part prior to or upon consummation of such merger or Change in Control, and, to the extent the Administrator determines, terminate upon or immediately prior to the effectiveness of such merger or Change in Control; (iv) (A) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment), or (B) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this subsection 13(c), the Administrator will not be obligated to treat all Awards, all Awards held by a Participant, or all Awards of the same type, similarly.

In the event that the successor corporation does not assume or substitute for the Award (or portion thereof), the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock and Restricted Stock Units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met. In addition, if an Option or Stock Appreciation Right is not assumed or substituted in the event of a merger or Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this Section 13(c), an Award will be considered assumed if, following the merger or Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the merger or Change in Control, the consideration (whether stock, cash, or other securities or property) received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the

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transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger or Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Restricted Stock Unit, for each Share subject to such Award, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the merger or Change in Control.

Notwithstanding anything in this Section 13(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

Notwithstanding anything in this Section 13(c) to the contrary, if a payment under an Award Agreement is subject to Code Section 409A and if the change in control definition contained in the Award Agreement does not comply with the definition of "change in control event" for purposes of a permissible distribution under Code Section 409A, then any payment of an amount that is otherwise accelerated under this Section 13(c) will be delayed until the earliest time that such payment would be permissible under Code Section 409A without triggering any penalties applicable under Code Section 409A.

14. Tax Withholding.

a. Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign income, payroll or other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

b. Withholding Arrangements. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld, (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the statutory amount required to be withheld, provided the delivery of such Shares will not result in any adverse accounting consequences, as the Administrator determines in its sole discretion, or (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the

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date that the amount of tax to be withheld is to be determined. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

15. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

16. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

17. Term of Plan. Subject to Section 21 of the Plan, the Plan will become effective upon its adoption by the Board. Unless sooner terminated under Section 18, it will continue in effect for a term of ten (10) years from the later of (a) the effective date of the Plan, or (b) the earlier of the most recent Board or stockholder approval of an increase in the number of Shares reserved for issuance under the Plan.

18. Amendment and Termination of the Plan.

a. Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.

b. Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

c. Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

19. Conditions Upon Issuance of Shares.

a. Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

b. Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

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20. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

21. Stockholder Approval. The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

22. Information to Participants. If and as required (i) pursuant to Rule 701 of the Securities Act, if the Company is relying on the exemption from registration provided pursuant to Rule 701 of the Securities Act with respect to the applicable Award, and/or (ii) pursuant to Rule 12h-1(f) of the Exchange Act, to the extent the Company is relying on the Rule 12h-1(f) Exemption, then during the period of reliance on the applicable exemption and in each case of (i) and (ii) until such time as the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall provide to each Participant the information described in paragraphs (e)(3), (4), and (5) of Rule 701 under the Securities Act not less frequently than every six (6) months with the financial statements being not more than 180 days old and with such information provided either by physical or electronic delivery to the Participants or by written notice to the Participants of the availability of the information on an Internet site that may be password-protected and of any password needed to access the information. The Company may request that Participants agree to keep the information to be provided pursuant to this section confidential. If a Participant does not agree to keep the information to be provided pursuant to this section confidential, then the Company will not be required to provide the information unless otherwise required pursuant to Rule 12h-1(f)(1) under the Exchange Act (if the Company is relying on the Rule 12h-1(f) Exemption) or Rule 701 of the Securities Act (if the Company is relying on the exemption pursuant to Rule 701 of the Securities Act).

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Signature

By: Tomas Gad  
Title: Founder, Chairman and President

Print Name

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**Y-MABS THERAPEUTICS, INC.**

**2015 AMENDED AND RESTATED EQUITY INCENTIVE PLAN**

**STOCK OPTION AGREEMENT**

**TERMS AND CONDITIONS OF STOCK OPTION GRANT**

1. **Grant of Option.** The Company hereby grants to the individual (the "Participant") named in the Notice of Stock Option Grant of this Award Agreement (the "Notice of Grant") an option (the "Option") to purchase the number of Shares, as set forth in the Notice of Grant, at the exercise price per Share set forth in the Notice of Grant (the "Exercise Price"), subject to all of the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan shall prevail.

(a) **U.S. Taxpayers.** For U.S. taxpayers, the Option will be designated as either an Incentive Stock Option ("ISO") or a Nonstatutory Stock Option ("NSO"). If designated in the Notice of Grant as an ISO, this Option is intended to qualify as an ISO under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). However, if this Option is intended to be an Incentive Stock Option, to the extent that it exceeds the \$100,000 rule of Code Section 422(d) it will be treated as an NSO. Further, if for any reason this Option (or portion thereof) will not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event will the Administrator, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

(b) **Non-U.S. Taxpayers.** For non-U.S. taxpayers, the Option will be designated as an NSO.

2. **Vesting Schedule.** Except as provided in Section 3, the Option awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Shares scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

3. **Administrator Discretion.** The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time, subject to the terms of the Plan. If so accelerated, such Option will be considered as having vested as of the date specified by the Administrator.

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4. **Exercise of Option.**

(a) **Right to Exercise.** This Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Award Agreement.

(b) **Method of Exercise.** This Option is exercisable by delivery of an exercise notice (the "Exercise Notice") in the form attached as Exhibit A or in a manner and pursuant to such procedures as the Administrator may determine, which will state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice will be completed by Participant and delivered to the Company. The Exercise Notice will be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares together and of any Tax Obligations (as defined in Section 6(a)). This Option will be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price.

5. **Method of Payment.** Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Participant:

(a) cash;

(b) check;

(c) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(d) if Participant is a U.S. employee, surrender of other Shares which have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares, provided that accepting such Shares, in the sole discretion of the Administrator, will not result in any adverse accounting consequences to the Company.

6. **Tax Obligations.**

(a) **Tax Payment.** Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for the payment of any tax and/or social insurance liability obligations and requirements in connection with the Option, including, without limitation, (i) all federal, state, and local taxes (including the Participant's Federal Insurance Contributions Act (FICA) obligation) that are required to be withheld by the Company or the Employer or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (ii) the Participant's and, to the extent required by the Company (or Employer), the Company's (or Employer's) fringe benefit tax liability, if any, associated with the grant, vesting, or exercise of the Option or sale of Shares, and (iii) any other Company (or Employer) taxes the responsibility for which the Participant has, or has agreed to bear, with respect to the Option (or exercise thereof or issuance of Shares thereunder) (collectively, the "Tax Obligations"), is and remains

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Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (x) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends or other distributions, and (y) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of any required Tax Obligations hereunder at the time of the applicable taxable event, Participant acknowledges and agrees that the Company may refuse to issue or deliver the Shares.

(b) **Tax Withholding.** When the Option is exercised, Participant generally will recognize immediate U.S. taxable income if Participant is a U.S. taxpayer. If Participant is a non-U.S. taxpayer, Participant will be subject to applicable taxes in his or her jurisdiction. Pursuant to such procedures as the Administrator may specify from time to time, the Company and/or Employer shall withhold the amount required to satisfy the payment of the Tax Obligations. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit Participant to satisfy such Tax Obligations, in whole or in part (without limitation), if permissible by applicable local law, by (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the amount of such Tax Obligations, (iii) withholding the amount of such Tax Obligations from Participant's wages or other cash compensation paid to Participant by the company and/or the Employer, (iv) delivering to the Company already vested and owned Shares having a Fair Market Value equal to such Tax Obligations, or (v) selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount of the Tax Obligations. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any Tax Obligations by reducing the number of Shares otherwise deliverable to Participant. Further, if Participant is subject to tax in more than one jurisdiction between the Date of Grant and a date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges and agrees that the Company and/or the Employer (and/or former employer, as applicable) may be required to withhold or account for tax in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of any required Tax Obligations hereunder at the time of the Option exercise, Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if such Tax Obligation are not fully satisfied at the time of exercise.

(c) **Notice of Disqualifying Disposition of ISO Shares.** If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to Participant's exercise of the ISO on or before the later of (i) the date two (2) years after the Date of Grant, or (ii) the date one (1) year after the date of exercise, Participant will immediately notify the Company in writing of such disposition. Participant agrees that

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Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

(d) **Code Section 409A.** Under Code Section 409A, an option that was granted with a per share exercise price that is determined by the Internal Revenue Service (the "IRS") to be less than the fair market value of a share on the date of grant (a "Discount Option") may be considered "deferred compensation." A Discount Option may make Participant subject to (i) income recognition by Participant prior to the exercise of the option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The Discount Option may also result in additional state income, penalty and interest charges to Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share Exercise Price of this Option equals or exceeds the Fair Market Value of a Share on the Date of Grant upon a later IRS examination. Participant agrees that if the IRS determines that the Option was granted with a per Share Exercise Price that was less than the Fair Market Value of a Share on the Date of Grant, Participant will be solely responsible for additional taxes and penalties and interest imposed pursuant to Code Section 409A.

7. **Rights as Stockholder.** Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

8. **No Guarantee of Continued Service.** PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE EMPLOYER) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND

WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE EMPLOYER) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

9. **Nature of Grant.** In accepting the Option, Participant acknowledges, understands and agrees that:

(a) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

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(b) all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Company;

(c) Participant is voluntarily participating in the Plan;

(d) the Option and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;

(e) the Option and Shares acquired under the Plan and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(f) the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

(g) if the underlying Shares do not increase in value, the Option will have no value;

(h) if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease in value, even below the Exercise Price;

(i) for purposes of the Option, Participant's engagement as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or any Parent or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement (including by reference in the Notice of Grant to other arrangements or contracts) or determined by the Administrator, (i) Participant's right to vest in the Option under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is a Service Provider or Participant's employment or service agreement, if any, unless Participant is providing bona fide services during such time); and (ii) the period (if any) during which Participant may exercise the Option after such termination of Participant's engagement as a Service Provider will commence on the date Participant ceases to actively provide services and will not be extended by any notice period mandated under employment laws in the jurisdiction where Participant is employed or terms of Participant's engagement agreement, if any; the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of his or her Option grant (including whether Participant may still be considered to be providing services while on a leave of absence);

(j) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Award Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be

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exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(k) the following provisions apply only if Participant is providing services outside the United States: (i) the Option and the Shares subject to the Option are not part of normal or expected compensation or salary for any purpose; (ii) Participant acknowledges and agrees that none of the Company, the Employer, or any Parent or Subsidiary shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise; and (iii) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of Participant's engagement as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and in consideration of the grant of the Option to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company, any Parent, any Subsidiary or the Employer, waives his or her ability, if any, to bring any such claim, and releases the Company, any Parent or Subsidiary and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

10. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

11. **Data Privacy.** *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other Option grant materials by and among, as applicable, the Employer, the Company and any Parent or Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.*

*Participant understands that the Company and the Employer may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Options or any other entitlement to Shares awarded, canceled,*

exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

Participant understands that Data will be transferred to a stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere,

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and that the recipient's country of operation (e.g., the United States) may have different data privacy laws and protections than Participant's home country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing Participant's participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her engagement as a Service Provider and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant Participant Options or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

12. **Address for Notices.** Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at Y-mAbs Therapeutics, Inc., 750 Third Avenue, 9<sup>th</sup> Floor, New York, NY 10017 or at such other address as the Company may hereafter designate in writing.

13. **Non-Transferability of Option.** Except as otherwise set forth in the Plan, this Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant.

14. **Successors and Assigns.** The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may only be assigned with the prior written consent of the Company.

15. **Additional Conditions to Issuance of Stock.** If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or foreign law, the tax code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental

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regulatory authority is necessary or desirable as a condition to the purchase by, or issuance of Shares, to Participant (or his or her estate) hereunder, such purchase or issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Subject to the terms of the Award Agreement and the Plan, the Company shall not be required to issue any certificate or certificates for Shares hereunder prior to the lapse of such reasonable period of time following the date of exercise of the Option as the Administrator may establish from time to time for reasons of administrative convenience.

16. **Language.** If Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

17. **Interpretation.** The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

18. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to Options awarded under the Plan or future options that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. **Captions.** Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

20. **Agreement Severable.** In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

21. **Amendment, Suspension or Termination.** By accepting this Award, Participant expressly warrants that he or she has received an Option under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

22. **Governing Law and Venue.** This Award Agreement will be governed by the laws of the State of New York, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Option or this Award Agreement, the

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parties hereby submit to and consent to the jurisdiction of the State of New York, and agree that such litigation will be conducted in the courts of the State of New York, located in the City of New York, or the federal courts for the United States for the Southern District of New York, and no other courts, where this Option is made and/or to be performed.

23. **Country Addendum.** Notwithstanding any provisions in this Award Agreement, this Option shall be subject to any special terms and conditions set forth in any appendix to this Award Agreement for Participant's country (the "Country Addendum"). Moreover, if Participant relocates to one of the countries included in the Country Addendum, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Country Addendum constitutes part of this Award Agreement.

24. **Modifications to the Agreement.** This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection with the Option.

25. **No Waiver.** Either party's failure to enforce any provision or provisions of this Award Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Award Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

26. **Tax Consequences.** Participant has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of the Option and the Shares subject to the Option, and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of the Option and the Shares subject to the Option, or the transactions contemplated by this Award Agreement.

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**Y-MABS THERAPEUTICS, INC.  
2015 AMENDED AND RESTATED EQUITY INCENTIVE PLAN  
STOCK OPTION AGREEMENT**

**COUNTRY ADDENDUM**

***TERMS AND CONDITIONS***

This Country Addendum includes additional terms and conditions that govern the Option granted to Participant under the Plan if Participant works in one of the countries listed below. If Participant is a citizen or resident of a country (or is considered as such for local law purposes) other than the one in which he or she is currently working or if Participant relocates to another country after receiving the Option, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to Participant.

Certain capitalized terms used but not defined in this Country Addendum shall have the meanings set forth in the Plan, the and/or the Award Agreement to which this Country Addendum is attached.

***NOTIFICATIONS***

This Country Addendum also includes notifications relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the countries listed in this Country Addendum, as of [DATE]. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the notifications herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be outdated when Participant exercises the Option or sells Shares acquired under the Plan.

In addition, the notifications are general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's country may apply to Participant's situation.

Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working (or is considered as such for local law purposes) or if Participant moves to another country after the Option is granted, the information contained herein may not be applicable to Participant.

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EXHIBIT A

Y-MABS THERAPEUTICS, INC.

2015 AMENDED AND RESTATED EQUITY INCENTIVE PLAN

EXERCISE NOTICE

Y-mAbs Therapeutics, Inc.  
[Address]

Attention: Stock Administration

1. **Exercise of Option.** Effective as of today, \_\_\_\_\_, \_\_\_\_\_, the undersigned (“Purchaser”) hereby elects to purchase \_\_\_\_\_ shares (the “Shares”) of the Common Stock of Y-mAbs Therapeutics, Inc. (the “Company”) under and pursuant to the Y-mAbs Therapeutics, Inc. 2015 Amended and Restated Equity Incentive Plan (the “Plan”) and the Stock Option Agreement, dated \_\_\_\_\_ and including the Notice of Grant, the Terms and Conditions of Stock Option Grant, and appendices and exhibits attached thereto (the “Award Agreement”). The purchase price for the Shares will be \$ \_\_\_\_\_, as required by the Award Agreement.

2. **Delivery of Payment.** Purchaser herewith delivers to the Company the full purchase price of the Shares and any Tax Obligations (as defined in Section 6(a) of the Award Agreement) to be paid in connection with the exercise of the Option.

3. **Representations of Purchaser.** Purchaser acknowledges that Purchaser has received, read and understood the Plan and the Award Agreement and agrees to abide by and be bound by their terms and conditions.

4. **Rights as Stockholder.** Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the Shares, no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to the Option, notwithstanding the exercise of the Option. The Shares so acquired will be issued to Purchaser as soon as practicable after exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance, except as provided in Section 13 of the Plan.

5. **Tax Consultation.** Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser’s purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted with any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

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6. **Entire Agreement; Governing Law.** The Plan and Award Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Purchaser with respect to the subject matter hereof, and may not be modified adversely to the Purchaser’s interest except by means of a writing signed by the Company and Purchaser. This agreement is governed by the internal substantive laws, but not the choice of law rules, of the State of New York.

Submitted by:

Accepted by:

**PURCHASER**

**Y-MABS THERAPEUTICS, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Its

Address:

\_\_\_\_\_  
Date Received

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## Y-MABS THERAPEUTICS, INC.

## 2018 EQUITY INCENTIVE PLAN

ARTICLE I  
PURPOSE

The Plan's purpose is to enhance the Company's ability to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company by providing these individuals with equity ownership opportunities.

ARTICLE II  
DEFINITIONS

As used in the Plan, the following words and phrases will have the meanings specified below, unless the context clearly indicates otherwise:

2.1 "**Administrator**" means the Board or a Committee to the extent that the Board's powers or authority under the Plan have been delegated to such Committee. With reference to the Board's or a Committee's powers or authority under the Plan that have been delegated to one or more officers pursuant to Section 4.2, the term "Administrator" shall refer to such officer(s) unless and until such delegation has been revoked.

2.2 "**Applicable Law**" means any applicable law, including without limitation: (a) provisions of the Code, the Securities Act, the Exchange Act and any rules or regulations thereunder; (b) corporate, securities, tax or other laws, statutes, rules, requirements or regulations, whether federal, state, local or foreign; and (c) rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded.

2.3 "**Award**" means an Option, Stock Appreciation Right, Restricted Stock award, Restricted Stock Unit award, Performance Bonus Award, Performance Stock Units award, Dividend Equivalents award or Other Stock or Cash Based Award granted to a Participant under the Plan.

2.4 "**Award Agreement**" means an agreement evidencing an Award, which may be written or electronic, that contains such terms and conditions as the Administrator determines, consistent with and subject to the terms and conditions of the Plan.

2.5 "**Board**" means the Board of Directors of the Company.

2.6 "**Change in Control**" shall mean and includes each of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) directly or indirectly acquires beneficial ownership (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the

Company's securities outstanding immediately after such acquisition; provided, however, that the following acquisitions shall not constitute a Change in Control: (i) any acquisition by the Company or any of its Subsidiaries; (ii) any acquisition by an employee benefit plan maintained by the Company or any of its Subsidiaries, (iii) any acquisition which complies with Sections 2.6(c)(i), 2.6(c)(ii) and 2.6(c)(iii) of this Plan; or (iv) in respect of an Award held by a particular Participant, any acquisition by the Participant or any group of persons including the Participant (or any entity controlled by the Participant or any group of persons including the Participant); or

(b) The Incumbent Directors cease for any reason to constitute a majority of the Board;

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination, (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "Successor Entity")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this Section 2.6(c)(ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction; and

(iii) after which at least a majority of the members of the board of directors (or the analogous governing body) of the Successor Entity were Board members at the time of the Board's approval of the execution of the initial agreement providing for such transaction; or

(d) The completion of a liquidation or dissolution of the Company.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or any portion of an Award) that provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid the imposition of additional taxes under

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Control for purposes of the payment timing of such Award if such transaction also constitutes a “change in control event,” as defined in Treasury Regulation Section 1.409A-3(i)(5).

The Administrator shall have full and final authority, which shall be exercised in its sole discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a “change in control event” as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

2.7 “**Code**” means the U.S. Internal Revenue Code of 1986, as amended, and all regulations, guidance, compliance programs and other interpretative authority issued thereunder.

2.8 “**Committee**” means one or more committees or subcommittees of the Board, which may include one or more Company directors or executive officers, to the extent permitted by Applicable Law. To the extent required to comply with the provisions of Rule 16b-3, it is intended that each member of the Committee will be, at the time the Committee takes any action with respect to an Award that is subject to Rule 16b-3, a “non-employee director” within the meaning of Rule 16b-3; however, a Committee member’s failure to qualify as a “non-employee director” within the meaning of Rule 16b-3 will not invalidate any Award granted by the Committee that is otherwise validly granted under the Plan.

2.9 “**Common Stock**” means the common stock, par value \$0.0001 per share, of the Company.

2.10 “**Company**” means Y-mAbs Therapeutics, Inc., a Delaware corporation, or any successor.

2.11 “**Consultant**” means any person, including any adviser, engaged by the Company or its parent or Subsidiary to render services to such entity if the consultant or adviser: (i) renders bona fide services to the Company; (ii) renders services not in connection with the offer or sale of securities in a capital-raising transaction and does not directly or indirectly promote or maintain a market for the Company’s securities; and (iii) is a natural person.

2.12 “**Designated Beneficiary**” means the beneficiary or beneficiaries the Participant designates, in a manner the Company determines, to receive amounts due or exercise the Participant’s rights if the Participant dies. Without a Participant’s effective designation, “Designated Beneficiary” will mean the Participant’s estate.

2.13 “**Director**” means a Board member.

2.14 “**Disability**” means a permanent and total disability under Section 22(e)(3) of the Code.

2.15 “**Dividend Equivalents**” means a right granted to a Participant to receive the equivalent value (in cash or Shares) of dividends paid on a specified number of Shares. Such Dividend Equivalent shall be converted to cash or additional Shares, or a combination of cash

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and Shares, by such formula and at such time and subject to such limitations as may be determined by the Administrator.

2.16 “**Effective Date**” has the meaning set forth in Section 11.3.

2.17 “**Employee**” means any employee of the Company or any of its Subsidiaries.

2.18 “**Equity Restructuring**” means a nonreciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split (including a reverse stock split), spin-off or recapitalization through a large, nonrecurring cash dividend, that affects the number or kind of Shares (or other Company securities) or the share price of Common Stock (or other Company securities) and causes a change in the per share value of the Common Stock underlying outstanding Awards.

2.19 “**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended, and all regulations, guidance and other interpretative authority issued thereunder.

2.20 “**Fair Market Value**” means, as of any date, the value of a Share determined as follows: (i) if the Common Stock is listed on any established stock exchange, the value of a Share will be the closing sales price for a Share as quoted on such exchange for such date, or if no sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; (ii) if the Common Stock is not listed on an established stock exchange but is quoted on a national market or other quotation system, the value of Share will be the closing sales price for a Share on such date, or if no sales occurred on such date, then on the last date preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; or (iii) if the Common Stock is not listed on any established stock exchange or quoted on a national market or other quotation system, the value established by the Administrator in its sole discretion. Notwithstanding the foregoing, with respect to any Award granted after the effectiveness of the Company’s registration statement relating to its initial public offering and prior to the Public Trading Date, the Fair Market Value shall mean the initial public offering price of a Share as set forth in the Company’s final prospectus relating to its initial public offering filed with the Securities and Exchange Commission.

2.21 “**Greater Than 10% Stockholder**” means an individual then owning (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or any parent corporation or subsidiary corporation of the Company, as determined in accordance with in Section 424(e) and (f) of the Code, respectively.

2.22 “**Incentive Stock Option**” means an Option that meets the requirements to qualify as an “incentive stock option” as defined in Section 422 of the Code.

2.23 “**Incumbent Directors**” shall mean for any period of 12 consecutive months, individuals who, at the beginning of such period, constitute the Board together with any new Director(s) (other than a Director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in Section 2.6(a) or 2.6(c)) whose election or nomination for election to the Board was approved by a vote of at least a majority

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(either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for Director without objection to such nomination) of the Directors then still in office who either were Directors at the beginning of the 12-month period or whose election or nomination for election was previously so approved. No individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to Directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any person other than the Board shall be an Incumbent Director.

2.24 “**Nonqualified Stock Option**” means an Option that is not an Incentive Stock Option.

2.25 “**Option**” means a right granted under Article VI to purchase a specified number of Shares at a specified price per Share during a specified time period. An Option may be either an Incentive Stock Option or a Nonqualified Stock Option.

2.26 “**Other Stock or Cash Based Awards**” means cash awards, awards of Shares, and other awards valued wholly or partially by referring to, or are otherwise based on, Shares or other property.

2.27 “**Overall Share Limit**” means the sum of (i) 3,281,000 Shares; (ii) any Shares that are subject to Prior Plan Awards that become available for issuance under the Plan pursuant to Article V; and (iii) an annual increase on the first day of each year beginning in 2019 and ending in 2028, equal to the lesser of (A) four percent (4%) of the Shares outstanding (on an as-converted basis) on the last day of the immediately preceding fiscal year and (B) such smaller number of Shares as determined by the Board.

2.28 “**Participant**” means a Service Provider who has been granted an Award.

2.29 “**Performance Bonus Award**” has the meaning set forth in Section 8.3

2.30 “**Performance Stock Unit**” means a right granted to a Participant pursuant to Section 8.1 and subject to Section 8.2, to receive Shares, the payment of which is contingent upon achieving certain performance goals or other performance-based targets established by the Administrator.

2.31 “**Permitted Transferee**” shall mean, with respect to a Participant, any “family member” of the Participant, as defined in the General Instructions to Form S-8 Registration Statement under the Securities Act (or any successor form thereto), or any other transferee specifically approved by the Administrator after taking into account Applicable Law.

2.32 “**Plan**” means this 2018 Equity Incentive Plan.

2.33 “**Prior Plan**” means the Company’s Amended and Restated 2015 Equity Incentive Plan.

2.34 “**Prior Plan Award**” means an award outstanding under the Prior Plan as of the Effective Date.

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2.35 “**Public Trading Date**” shall mean the first date upon which Common Stock is listed (or approved for listing) upon notice of issuance on any securities exchange or designated (or approved for designation) upon notice of issuance as a national market security on an interdealer quotation system.

2.36 “**Restricted Stock**” means Shares awarded to a Participant under Article VII, subject to certain vesting conditions and other restrictions.

2.37 “**Restricted Stock Unit**” means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Administrator to be of equal value as of such settlement date, subject to certain vesting conditions and other restrictions.

2.38 “**Rule 16b-3**” means Rule 16b-3 promulgated under the Exchange Act.

2.39 “**Section 409A**” means Section 409A of the Code.

2.40 “**Securities Act**” means the Securities Act of 1933, as amended, and all regulations, guidance and other interpretative authority issued thereunder.

2.41 “**Service Provider**” means an Employee, Consultant or Director.

2.42 “**Shares**” means shares of Common Stock.

2.43 “**Stock Appreciation Right**” or “**SAR**” means a right granted under Article VI to receive a payment equal to the excess of the Fair Market Value of a specified number of Shares on the date the right is exercised over the exercise price set forth in the applicable Award Agreement.

2.44 “**Subsidiary**” means any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests

representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

2.45 “**Substitute Awards**” means Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company or other entity acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

2.46 “**Termination of Service**” means:

(a) As to a Consultant, the time when the engagement of a Participant as a Consultant to the Company or a Subsidiary is terminated for any reason, with or without cause, including, without limitation, by resignation, discharge, death or retirement, but excluding terminations where the Consultant simultaneously commences or remains in employment or service with the Company or any Subsidiary.

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(b) As to a Non-Employee Director, the time when a Participant who is a Non-Employee Director ceases to be a Director for any reason, including, without limitation, a termination by resignation, failure to be elected, death or retirement, but excluding terminations where the Participant simultaneously commences or remains in employment or service with the Company or any Subsidiary.

(c) As to an Employee, the time when the employee-employer relationship between a Participant and the Company or any Subsidiary is terminated for any reason, including, without limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where the Participant simultaneously commences or remains in employment or service with the Company or any Subsidiary.

The Company, in its sole discretion, shall determine the effect of all matters and questions relating to any Termination of Service, including, without limitation, whether a Termination of Service has occurred, whether a Termination of Service resulted from a discharge for “cause” and all questions of whether particular leaves of absence constitute a Termination of Service. For purposes of the Plan, a Participant’s employee-employer relationship or consultancy relationship shall be deemed to be terminated in the event that the Subsidiary employing or contracting with such Participant ceases to remain a Subsidiary following any merger, sale of stock or other corporate transaction or event (including, without limitation, a spin-off), even though the Participant may subsequently continue to perform services for that entity.

### **ARTICLE III ELIGIBILITY**

Service Providers are eligible to be granted Awards under the Plan, subject to the limitations described herein. No Service Provider shall have any right to be granted an Award pursuant to the Plan and neither the Company nor the Administrator is obligated to treat Service Providers, Participants or any other persons uniformly.

### **ARTICLE IV ADMINISTRATION AND DELEGATION**

4.1 Administration.

(a) The Plan is administered by the Administrator. The Administrator has authority to determine which Service Providers receive Awards, grant Awards and set Award terms and conditions, subject to the conditions and limitations in the Plan. The Administrator also has the authority to take all actions and make all determinations under the Plan, to interpret the Plan and Award Agreements and to adopt, amend and repeal Plan administrative rules, guidelines and practices as it deems advisable. The Administrator may correct defects and ambiguities, supply omissions, reconcile inconsistencies in the Plan or any Award and make all other determinations that it deems necessary or appropriate to administer the Plan and any Awards. The Administrator (and each member thereof) is entitled to, in good faith, rely or act upon any report or other information furnished to it, him or her by any officer or other employee of the Company or any Subsidiary, the Company’s independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist

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in the administration of the Plan. The Administrator’s determinations under the Plan are in its sole discretion and will be final, binding and conclusive on all persons having or claiming any interest in the Plan or any Award.

(b) Without limiting the foregoing, the Administrator has the exclusive power, authority and sole discretion to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to each Participant; (iii) determine the number of Awards to be granted and the number of Shares to which an Award will relate; (iv) subject to the limitations in the Plan, determine the terms and conditions of any Award and related Award Agreement, including, but not limited to, the exercise price, grant price, purchase price, any performance criteria, any restrictions or limitations on the Award, any schedule for vesting, lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations, waivers or amendments thereof; (v) determine whether, to what extent, and under what circumstances an Award may be settled in, or the exercise price of an Award may be paid in cash, Shares, or other property, or an Award may be canceled, forfeited, or surrendered; and (vi) make all other decisions and determinations that may be required pursuant to the Plan or as the Administrator deems necessary or advisable to administer the Plan.

4.2 **Delegation of Authority.** To the extent permitted by Applicable Law, the Board or any Committee may delegate any or all of its powers under the Plan to one or more Committees or officers of the Company or any of its Subsidiaries; provided, however, that in no event shall an officer of the Company or any of its Subsidiaries be delegated the authority to grant Awards to, or amend Awards held by, the following individuals: (a) individuals who are subject to Section 16 of the Exchange Act, or (b) officers of the Company or any of its Subsidiaries or Directors to whom authority to grant or amend Awards has been delegated hereunder. Any delegation hereunder shall be subject to the restrictions and limits that the Board or Committee specifies at the time of such delegation or that are otherwise included in the applicable organizational documents, and the Board or Committee, as applicable, may at any time rescind the authority so delegated or appoint a new delegatee. At all times, the delegatee appointed under this Section 4.2 shall serve in such capacity at the pleasure of the Board or the Committee, as applicable, and the Board or the Committee may abolish any committee at any time and re-vest in itself any

previously delegated authority. Further, regardless of any delegation, the Board or a Committee may, in its discretion, exercise any and all rights and duties as the Administrator under the Plan delegated thereby, except with respect to Awards that are required to be determined in the sole discretion of the Committee under the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded.

## ARTICLE V STOCK AVAILABLE FOR AWARDS

5.1 Number of Shares. Subject to adjustment under Article IX and the terms of this Article V, Awards may be made under the Plan covering up to the Overall Share Limit. As of the Effective Date, the Company will cease granting awards under the Prior Plan; however, Prior Plan Awards will remain subject to the terms of the Prior Plan. Shares issued or delivered under the Plan may consist of authorized but unissued Shares, Shares purchased on the open market or treasury Shares.

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### 5.2 Share Recycling.

(a) If all or any part of an Award or Prior Plan Award expires, lapses or is terminated, converted into an award in respect of shares of another entity in connection with a spin-off or other similar event, exchanged for cash, surrendered, repurchased, canceled without having been fully exercised or forfeited, in any case, in a manner that results in the Company acquiring Shares covered by the Award or Prior Plan Award at a price not greater than the price (as adjusted to reflect any Equity Restructuring) paid by the Participant for such Shares or not issuing any Shares covered by the Award or Prior Plan Award, the unused Shares covered by the Award or Prior Plan Award will, as applicable, become or again be available for Awards under the Plan. The payment of Dividend Equivalents in cash in conjunction with any outstanding Awards or Prior Plan Awards shall not count against the Overall Share Limit.

(b) In addition, the following Shares shall be available for future grants of Awards: (i) Shares tendered by a Participant or withheld by the Company in payment of the exercise price of an Option or any stock option granted under the Prior Plan; (ii) Shares tendered by the Participant or withheld by the Company to satisfy any tax withholding obligation with respect to an Award or any award granted under the Prior Plan; (iii) Shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right on exercise thereof; and (iv) Shares purchased on the open market by the Company with the cash proceeds received from the exercise of Options. Notwithstanding the provisions of this Section 5.2(b), no Shares may again be optioned, granted or awarded pursuant to an Incentive Stock Option if such action would cause such Option to fail to qualify as an incentive stock option under Section 422 of the Code.

5.3 Incentive Stock Option Limitations. To the extent required for “incentive stock option” treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the time of grant) of the shares of Stock with respect to which Incentive Stock Options granted under this Plan and any other plan of the Company or its parent and subsidiary corporations become exercisable for the first time by a Participant during any calendar year shall not exceed \$100,000. To the extent that any Incentive Stock Option exceeds this limit, it shall constitute a Nonqualified Stock Option.

5.4 Substitute Awards. In connection with an entity’s merger or consolidation with the Company or any Subsidiary or the Company’s or any Subsidiary’s acquisition of an entity’s property or stock, the Administrator may grant Awards in substitution for any options or other stock or stock-based awards granted before such merger or consolidation by such entity or its affiliate. Substitute Awards may be granted on such terms and conditions as the Administrator deems appropriate, notwithstanding limitations on Awards in the Plan. Substitute Awards will not count against the Overall Share Limit (nor shall Shares subject to a Substitute Award be added to the Shares available for Awards under the Plan as provided above), except that Shares acquired by exercise of substitute Incentive Stock Options will count against the maximum number of Shares that may be issued pursuant to the exercise of Incentive Stock Options under the Plan. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as

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appropriately adjusted to reflect the transaction) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan (and Shares subject to such Awards may again become available for Awards under the Plan as provided under Section 5.2 above); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not employees or directors of the Company or any of its Subsidiaries prior to such acquisition or combination.

5.5 Non-Employee Director Award Limit. Notwithstanding any provision to the contrary in the Plan or in any policy of the Company regarding non-employee director compensation, the sum of the grant date fair value (determined as of the grant date in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) of all equity-based Awards and the maximum amount that may become payable pursuant to all cash-based Awards that may be granted to a Service Provider as compensation for services as a Non-Employee Director during any calendar year shall not exceed \$1,000,000.

## ARTICLE VI STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

6.1 General. The Administrator may grant Options or Stock Appreciation Rights to one or more Service Providers, subject to such terms and conditions not inconsistent with the Plan as the Administrator shall determine. The Administrator will determine the number of Shares covered by each Option and Stock Appreciation Right, the exercise price of each Option and Stock Appreciation Right and the conditions and limitations applicable to the exercise of each Option and Stock Appreciation Right. A Stock Appreciation Right will entitle the Participant (or other person entitled to exercise the Stock Appreciation Right) to receive from the Company upon exercise of the exercisable portion of the Stock Appreciation Right an amount determined by multiplying the excess, if any, of the Fair Market Value of one Share on the date of exercise over the exercise price per Share of the Stock Appreciation Right by the number of Shares with respect to which the Stock Appreciation Right is exercised, subject to any limitations of the Plan or that the Administrator may impose and payable in cash, Shares valued at Fair Market Value on the date of exercise or a combination of the two as the Administrator may determine or provide in the Award Agreement.

6.2 Exercise Price. The Administrator will establish each Option's and Stock Appreciation Right's exercise price and specify the exercise price in the Award Agreement. Subject to Section 6.6, the exercise price will not be less than 100% of the Fair Market Value on the grant date of the Option or Stock Appreciation Right. Notwithstanding the foregoing, in the case of an Option or Stock Appreciation Right that is a Substitute Award, the exercise price per share of the Shares subject to such Option or Stock Appreciation Right, as applicable, may be less than the Fair Market Value per share on the date of grant; provided that the exercise price of any Substitute Award shall be determined in accordance with the applicable requirements of Section 424 and 409A of the Code.

6.3 Duration of Options. Subject to Section 6.6, each Option or Stock Appreciation Right will be exercisable at such times and as specified in the Award Agreement, provided that

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the term of an Option or Stock Appreciation Right will not exceed ten years; provided, further, that, unless otherwise determined by the Administrator, (a) no portion of an Option or Stock Appreciation Right which is unexercisable at a Participant's Termination of Service shall thereafter become exercisable and (b) the portion of an Option or Stock Appreciation Right that is unexercisable at a Participant's Termination of Service shall automatically expire on the date of such Termination of Service. Notwithstanding the foregoing, if the Participant, prior to the end of the term of an Option or Stock Appreciation Right, commits an act of "cause" (as determined by the Administrator), or violates any non-competition, non-solicitation or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or any of its Subsidiaries, the right to exercise the Option or Stock Appreciation Right, as applicable, may be terminated by the Company and the Company may suspend the Participant's right to exercise the Option or Stock Appreciation Right when it reasonably believes that the Participant may have participated in any such act or violation.

6.4 Exercise. Options and Stock Appreciation Rights may be exercised by delivering to the Company (or such other person or entity designated by the Administrator) a notice of exercise, in a form and manner the Company approves (which may be written, electronic or telephonic and may contain representations and warranties deemed advisable by the Administrator), signed or authenticated by the person authorized to exercise the Option or Stock Appreciation Right, together with, as applicable, payment in full of (a) the exercise price for the number of Shares for which the Option is exercised in a manner specified in Section 6.5 and (b) all applicable taxes in a manner specified in Section 10.5. The Administrator may, in its discretion, limit exercise with respect to fractional Shares and require that any partial exercise of an Option or Stock Appreciation Right be with respect to a minimum number of Shares.

6.5 Payment Upon Exercise. The Administrator shall determine the methods by which payment of the exercise price of an Option shall be made, including, without limitation:

(a) cash, check or wire transfer of immediately available funds; provided that the Company may limit the use of one of the foregoing methods if one or more of the methods below is permitted;

(b) if there is a public market for Shares at the time of exercise, unless the Company otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Company) of a notice that the Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable upon exercise of the Option and that the broker has been directed to deliver promptly to the Company funds sufficient to pay the exercise price, or (B) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company an amount sufficient to pay the exercise price by cash, wire transfer of immediately available funds or check; provided that such amount is paid to the Company at such time as may be required by the Company;

(c) to the extent permitted by the Administrator, delivery (either by actual delivery or attestation) of Shares owned by the Participant valued at their Fair Market Value on the date of delivery;

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(d) to the extent permitted by the Administrator, surrendering Shares then issuable upon the Option's exercise valued at their Fair Market Value on the exercise date;

(e) to the extent permitted by the Administrator, delivery of a promissory note or any other lawful consideration; or

(f) to the extent permitted by the Administrator, any combination of the above payment forms.

6.6 Additional Terms of Incentive Stock Options. The Administrator may grant Incentive Stock Options only to employees of the Company, any of its present or future parent or subsidiary corporations, as defined in Sections 424(e) or (f) of the Code, respectively, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code. If an Incentive Stock Option is granted to a Greater Than 10% Stockholder, the exercise price will not be less than 110% of the Fair Market Value on the Option's grant date, and the term of the Option will not exceed five years. All Incentive Stock Options (and Award Agreements related thereto) will be subject to and construed consistently with Section 422 of the Code. By accepting an Incentive Stock Option, the Participant agrees to give prompt notice to the Company of dispositions or other transfers (other than in connection with a Change in Control) of Shares acquired under the Option made within (a) two years from the grant date of the Option or (b) one year after the transfer of such Shares to the Participant, specifying the date of the disposition or other transfer and the amount the Participant realized, in cash, other property, assumption of indebtedness or other consideration, in such disposition or other transfer. Neither the Company nor the Administrator will be liable to a Participant, or any other party, if an Incentive Stock Option fails or ceases to qualify as an "incentive stock option" under Section 422 of the Code. Any Incentive Stock Option or portion thereof that fails to qualify as an "incentive stock option" under Section 422 of the Code for any reason, including becoming exercisable with respect to Shares having a fair market value exceeding the \$100,000 limitation under Treasury Regulation Section 1.422-4, will be a Nonqualified Stock Option.

## ARTICLE VII RESTRICTED STOCK; RESTRICTED STOCK UNITS

7.1 General. The Administrator may grant Restricted Stock, or the right to purchase Restricted Stock, to any Service Provider, subject to forfeiture or the Company's right to repurchase all or part of such shares at their issue price or other stated or formula price from the Participant if conditions

the Administrator specifies in the Award Agreement are not satisfied before the end of the applicable restriction period or periods that the Administrator establishes for such Award. In addition, the Administrator may grant Restricted Stock Units, which may be subject to vesting and forfeiture conditions during the applicable restriction period or periods, as set forth in an Award Agreement, to Service Providers. The Administrator shall establish the purchase price, if any, and form of payment for Restricted Stock and Restricted Stock Units; provided, however, that if a purchase price is charged, such purchase price shall be no less than the par value, if any, of the Shares to be purchased, unless otherwise permitted by Applicable Law. In all cases, legal consideration shall be required for each issuance of Restricted Stock and Restricted Stock Units to the extent required by Applicable Law. The Award Agreement for each

Restricted Stock and Restricted Stock Unit Award shall set forth the terms and conditions not inconsistent with the Plan as the Administrator shall determine.

## 7.2 Restricted Stock

(a) *Stockholder Rights*. Unless otherwise determined by the Administrator, each Participant holding shares of Restricted Stock will be entitled to all the rights of a stockholder with respect to such Shares, subject to the restrictions in the Plan and/or the applicable Award Agreement, including the right to receive all dividends and other distributions paid or made with respect to the Shares to the extent such dividends and other distributions have a record date that is on or after the date on which such Participant becomes the record holder of such Shares; provided, however, that with respect to a share of Restricted Stock subject to restrictions or vesting conditions as described in Section 8.3, except in connection with a spin-off or other similar event as otherwise permitted under Section 9.2, dividends which are paid to Company stockholders prior to the removal of restrictions and satisfaction of vesting conditions shall only be paid to the Participant to the extent that the restrictions are subsequently removed and the vesting conditions are subsequently satisfied and the share of Restricted Stock vests.

(b) *Stock Certificates*. The Company may require that the Participant deposit in escrow with the Company (or its designee) any stock certificates issued in respect of shares of Restricted Stock, together with a stock power endorsed in blank.

(c) *Section 83(b) Election*. If a Participant makes an election under Section 83(b) of the Code to be taxed with respect to the Restricted Stock as of the date of transfer of the Restricted Stock rather than as of the date or dates upon which such Participant would otherwise be taxable under Section 83(a) of the Code, such Participant shall be required to deliver a copy of such election to the Company promptly after filing such election with the Internal Revenue Service along with proof of the timely filing thereof.

7.3 Restricted Stock Units. The Administrator may provide that settlement of Restricted Stock Units will occur upon or as soon as reasonably practicable after the Restricted Stock Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, subject to compliance with Applicable Law.

## ARTICLE VIII OTHER TYPES OF AWARDS

8.1 General. The Administrator may grant Performance Stock Units awards, Performance Bonus Awards, Dividend Equivalents or Other Stock or Cash Based Awards, to one or more Service Providers, in such amounts and subject to such terms and conditions not inconsistent with the Plan as the Administrator shall determine.

8.2 Performance Stock Unit Awards. Each Performance Stock Units award shall be denominated in a number of Shares or in unit equivalents of Shares and/or units of value (including a dollar value of Shares) and may be linked to any one or more of performance or other specific criteria, including service to the Company or Subsidiaries, determined to be appropriate by the Administrator, in each case on a specified date or dates or over any period or

periods determined by the Administrator. In making such determinations, the Administrator may consider (among such other factors as it deems relevant in light of the specific type of award) the contributions, responsibilities and other compensation of the particular Participant.

8.3 Performance Bonus Awards. Each right to receive a bonus granted under this Section 8.3 shall be denominated in the form of cash (but may be payable in cash, stock or a combination thereof) (a "**Performance Bonus Award**") and shall be payable upon the attainment of performance goals that are established by the Administrator and relate to one or more of performance or other specific criteria, including service to the Company or Subsidiaries, in each case on a specified date or dates or over any period or periods determined by the Administrator.

8.4 Dividend Equivalents. If the Administrator provides, an Award (other than an Option or Stock Appreciation Right) may provide a Participant with the right to receive Dividend Equivalents. Dividend Equivalents may be paid currently or credited to an account for the Participant, settled in cash or Shares and subject to the same restrictions on transferability and forfeitability as the Award with respect to which the Dividend Equivalents are granted and subject to other terms and conditions as set forth in the Award Agreement. Notwithstanding anything to the contrary herein, Dividend Equivalents with respect to an Award subject to vesting shall either (i) to the extent permitted by Applicable Law, not be paid or credited or (ii) be accumulated and subject to vesting to the same extent as the related Award. All such Dividend Equivalents shall be paid at such time as the Administrator shall specify in the applicable Award Agreement.

8.5 Other Stock or Cash Based Awards. Other Stock or Cash Based Awards may be granted to Participants, including Awards entitling Participants to receive cash or Shares to be delivered in the future and annual or other periodic or long-term cash bonus awards (whether based on specified performance criteria or otherwise), in each case subject to any conditions and limitations in the Plan. Such Other Stock or Cash Based Awards will also be available as a payment form in the settlement of other Awards, as standalone payments and as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock or Cash Based Awards may be paid in Shares, cash or other property, as the Administrator determines. Subject to the provisions of the Plan, the Administrator will determine the terms and conditions of each Other Stock or Cash Based Award, including any purchase price, performance goal(s), transfer restrictions, and vesting conditions, which will be set forth in the applicable Award Agreement. Except in connection with a spin-off or other similar event as otherwise permitted under Article IX, dividends that are paid prior to vesting of any Other Stock or Cash Based Award shall only be paid to the applicable Participant to the extent that the vesting conditions are subsequently satisfied and the Other Stock or Cash Based Award vests.

**ARTICLE IX  
ADJUSTMENTS FOR CHANGES IN COMMON STOCK  
AND CERTAIN OTHER EVENTS**

9.1 Equity Restructuring. In connection with any Equity Restructuring, notwithstanding anything to the contrary in this Article IX the Administrator will equitably adjust the terms of the Plan and each outstanding Award as it deems appropriate to reflect the Equity Restructuring, which may include (i) adjusting the number and type of securities subject

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to each outstanding Award and/or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Article V hereof on the maximum number and kind of shares that may be issued); (ii) adjusting the terms and conditions of (including the grant or exercise price), and the performance goals or other criteria included in, outstanding Awards; and (iii) granting new Awards or making cash payments to Participants. The adjustments provided under this Section 9.1 will be nondiscretionary and final and binding on all interested parties, including the affected Participant and the Company; provided that the Administrator will determine whether an adjustment is equitable.

9.2 Corporate Transactions. In the event of any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), reorganization, merger, consolidation, split-up, spin off, combination, amalgamation, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Common Stock or other securities of the Company, Change in Control, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, other similar corporate transaction or event, other unusual or nonrecurring transaction or event affecting the Company or its financial statements or any change in any Applicable Law or accounting principles, the Administrator, on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event (except that action to give effect to a change in Applicable Law or accounting principles may be made within a reasonable period of time after such change) and either automatically or upon the Participant's request, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to (x) prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award granted or issued under the Plan, (y) to facilitate such transaction or event or (z) give effect to such changes in Applicable Law or accounting principles:

(a) To provide for the cancellation of any such Award in exchange for either an amount of cash and/or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights under the vested portion of such Award, as applicable; provided that, if the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights, in any case, is equal to or less than zero, then the Award may be terminated without payment;

(b) To provide that such Award shall vest and, to the extent applicable, be exercisable as to all Shares (or other property) covered thereby, notwithstanding anything to the contrary in the Plan or the provisions of such Award;

(c) To provide that such Award be assumed by the successor or survivor corporation or entity, or a parent or subsidiary thereof, or shall be substituted for by awards covering the stock of the successor or survivor corporation or entity, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and/or applicable exercise or purchase price, in all cases, as determined by the Administrator;

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(d) To make adjustments in the number and type of shares of Common Stock (or other securities or property) subject to outstanding Awards and/or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Article V hereof on the maximum number and kind of shares which may be issued) and/or in the terms and conditions of (including the grant or exercise price), and the criteria included in, outstanding Awards;

(e) To replace such Award with other rights or property selected by the Administrator; and/or

(f) To provide that the Award will terminate and cannot vest, be exercised or become payable after the applicable event.

9.3 Change in Control.

(a) Notwithstanding any other provision of the Plan, in the event of a Change in Control, unless the Administrator elects to (i) terminate an Award in exchange for cash, rights or property, or (ii) cause an Award to become fully exercisable and no longer subject to any forfeiture restrictions prior to the consummation of a Change in Control, pursuant to Section 9.2, (A) such Award (other than any portion subject to performance-based vesting) shall continue in effect or be assumed or an equivalent Award substituted by the successor corporation or a parent or subsidiary of the successor corporation and (B) the portion of such Award subject to performance-based vesting shall be subject to the terms and conditions of the applicable Award Agreement and, in the absence of applicable terms and conditions, the Administrator's discretion.

(b) In the event that the successor corporation in a Change in Control refuses to assume or substitute for an Award (other than any portion subject to performance-based vesting), the Administrator shall cause such Award to become fully vested and, if applicable, exercisable immediately prior to the consummation of such transaction and all forfeiture restrictions on such Award to lapse and, to the extent unexercised upon the consummation of such transaction, to terminate in exchange for cash, rights or other property. The Administrator shall notify the Participant of any Award that becomes exercisable pursuant to the preceding sentence that such Award shall be fully exercisable for a period of fifteen (15) days from the date of such notice, contingent upon the occurrence of the Change in Control, and such Award shall terminate upon the consummation of the Change in Control in accordance with the preceding sentence.

(c) For the purposes of this Section 9.3, an Award shall be considered assumed if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) received in the Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if

holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Change in Control was not solely common stock of the successor corporation or its parent, the Administrator may, with the consent of the successor corporation, provide for the

consideration to be received upon the exercise of the Award, for each Share subject to an Award, to be solely common stock of the successor corporation or its parent equal in fair market value to the per-share consideration received by holders of Common Stock in the Change in Control.

9.4 Administrative Stand Still. In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other extraordinary transaction or change affecting the Shares or the share price of Common Stock (including any Equity Restructuring or any securities offering or other similar transaction) or for reasons of administrative convenience or to facilitate compliance with any Applicable Law, the Company may refuse to permit the exercise or settlement of one or more Awards for such period of time as the Company may determine to be reasonably appropriate under the circumstances.

9.5 General. Except as expressly provided in the Plan or the Administrator's action under the Plan, no Participant will have any rights due to any subdivision or consolidation of Shares of any class, dividend payment, increase or decrease in the number of Shares of any class or dissolution, liquidation, merger, or consolidation of the Company or other corporation. Except as expressly provided with respect to an Equity Restructuring under Section 9.1 above or the Administrator's action under the Plan, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, will affect, and no adjustment will be made regarding, the number of Shares subject to an Award or the Award's grant or exercise price. The existence of the Plan, any Award Agreements and the Awards granted hereunder will not affect or restrict in any way the Company's right or power to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any merger, consolidation, spinoff, dissolution or liquidation of the Company or sale of Company assets or (iii) any sale or issuance of securities, including securities with rights superior to those of the Shares or securities convertible into or exchangeable for Shares.

## **ARTICLE X PROVISIONS APPLICABLE TO AWARDS**

### 10.1 Transferability.

(a) No Award may be sold, assigned, transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except by will or the laws of descent and distribution, or, subject to the Administrator's consent, pursuant to a domestic relations order, unless and until such Award has been exercised and/or the Shares underlying such Award have been issued, and all restrictions applicable to such Shares have lapsed. During the life of a Participant, Awards will be exercisable only by the Participant, unless it has been disposed of pursuant to a domestic relations order. After the death of a Participant, any exercisable portion of an Award may, prior to the time when such portion becomes unexercisable under the Plan or the applicable Award Agreement, be exercised by the Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then-Applicable Law of descent and distribution. References to a Participant, to the extent relevant in the context, will include references to a transferee approved by the Administrator.

(b) Notwithstanding Section 10.1(a), the Administrator, in its sole discretion, may determine to permit a Participant or a Permitted Transferee of such Participant to transfer an Award other than an Incentive Stock Option (unless such Incentive Stock Option is intended to become a Nonqualified Stock Option) to any one or more Permitted Transferees of such Participant, subject to the following terms and conditions: (i) an Award transferred to a Permitted Transferee shall not be assignable or transferable by the Permitted Transferee other than (A) to another Permitted Transferee of the applicable Participant or (B) by will or the laws of descent and distribution or, subject to the consent of the Administrator, pursuant to a domestic relations order; (ii) an Award transferred to a Permitted Transferee shall continue to be subject to all the terms and conditions of the Award as applicable to the original Participant (other than the ability to further transfer the Award to any Person other than another Permitted Transferee of the applicable Participant); (iii) the Participant (or transferring Permitted Transferee) and the receiving Permitted Transferee shall execute any and all documents requested by the Administrator, including, without limitation documents to (A) confirm the status of the transferee as a Permitted Transferee, (B) satisfy any requirements for an exemption for the transfer under Applicable Law and (C) evidence the transfer; and (iv) any transfer of an Award to a Permitted Transferee shall be without consideration, except as required by Applicable Law. In addition, and further notwithstanding Section 10.1(a), the Administrator, in its sole discretion, may determine to permit a Participant to transfer Incentive Stock Options to a trust that constitutes a Permitted Transferee if, under Section 671 of the Code and other Applicable Law, the Participant is considered the sole beneficial owner of the Incentive Stock Option while it is held in the trust.

(c) Notwithstanding Section 10.1(a), a Participant may, in the manner determined by the Administrator, designate a Designated Beneficiary. A Designated Beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Participant and any additional restrictions deemed necessary or appropriate by the Administrator. If the Participant is married or a domestic partner in a domestic partnership qualified under Applicable Law and resides in a community property state, a designation of a person other than the Participant's spouse or domestic partner, as applicable, as the Participant's Designated Beneficiary with respect to more than 50% of the Participant's interest in the Award shall not be effective without the prior written or electronic consent of the Participant's spouse or domestic partner. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant at any time; provided that the change or revocation is delivered in writing to the Administrator prior to the Participant's death.

10.2 Documentation. Each Award will be evidenced in an Award Agreement in such form as the Administrator determines in its discretion. Each Award may contain such terms and conditions as are determined by the Administrator in its sole discretion, to the extent not inconsistent with those set forth in the Plan.

10.3 Discretion. Except as the Plan otherwise provides, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award to a Participant need not be identical, and the Administrator need not treat Participants or Awards (or portions thereof) uniformly.

10.4 Changes in Participant's Status. The Administrator will determine how the disability, death, retirement, authorized leave of absence or any other change or purported change in a Participant's Service Provider status affects an Award and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator, guardian or Designated Beneficiary may exercise rights under the Award, if applicable. Except to the extent otherwise required by law or expressly authorized by the Company or by the Company's written policy on leaves of absence, no Service credit shall be given for vesting purposes for any period the Participant is on a leave of absence.

10.5 Withholding. Each Participant must pay the Company, or make provision satisfactory to the Administrator for payment of, any taxes required by law to be withheld in connection with such Participant's Awards by the date of the event creating the tax liability. The Company may deduct an amount sufficient to satisfy such tax obligations from any payment of any kind otherwise due to a Participant. The amount deducted shall be determined by the Company and may be up to, but no greater than, the aggregate amount of such obligations based on the maximum statutory withholding rates in the applicable Participant's jurisdiction for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income. Subject to any Company insider trading policy (including blackout periods), Participants may satisfy such tax obligations (i) in cash, by wire transfer of immediately available funds, by check made payable to the order of the Company; provided that the Company may limit the use of one of the foregoing methods if one or more of the exercise methods below is permitted, (ii) to the extent permitted by the Administrator, in whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Award creating the tax obligation, valued at their Fair Market Value on the date of delivery, (iii) if there is a public market for Shares at the time the tax obligations are satisfied, unless the Administrator otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Company) of a notice that the Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable upon exercise of the Option and that the broker has been directed to deliver promptly to the Company funds sufficient to satisfy the tax obligations, or (B) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company an amount sufficient to satisfy the tax withholding by cash, wire transfer of immediately available funds or check; provided that such amount is paid to the Company at such time as may be required by the Company, (iv) to the extent permitted by the Administrator, delivery of a promissory note or any other lawful consideration or (v) to the extent permitted by the Administrator, any combination of the foregoing payment forms. If any tax withholding obligation will be satisfied under clause (ii) of the immediately preceding sentence by the Company's retention of Shares from the Award creating the tax obligation and there is a public market for Shares at the time the tax obligation is satisfied, the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on the applicable Participant's behalf some or all of the Shares retained and to remit the proceeds of the sale to the Company or its designee, and each Participant's acceptance of an Award under the Plan will constitute the Participant's authorization to the Company and instruction and authorization to such brokerage firm to complete the transactions described in this sentence.

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10.6 Amendment of Award; Repricing. The Administrator may amend, modify or terminate any outstanding Award, including by substituting another Award of the same or a different type, changing the exercise or settlement date, and converting an Incentive Stock Option to a Nonqualified Stock Option. The Participant's consent to such action will be required unless (i) the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Award, or (ii) the change is permitted under Article IX or pursuant to Section 11.6. In addition, the Administrator shall, without the approval of the stockholders of the Company, have the authority to (a) amend any outstanding Option or Stock Appreciation Right to reduce its exercise price per Share, or (b) cancel any Option or Stock Appreciation Right in exchange for cash or another Award.

10.7 Conditions on Delivery of Stock. The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Company's satisfaction, (ii) as determined by the Company, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws and stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate to satisfy Applicable Law. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Administrator determines is necessary to the lawful issuance and sale of any securities, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

10.8 Acceleration. The Administrator may at any time provide that any Award will become immediately vested and fully or partially exercisable, free of some or all restrictions or conditions, or otherwise fully or partially realizable.

## ARTICLE XI MISCELLANEOUS

11.1 No Right to Employment or Other Status. No person will have any claim or right to be granted an Award, and the grant of an Award will not be construed as giving a Participant the right to continue employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an Award Agreement or other written agreement between the Participant and the Company or any Subsidiary.

11.2 No Rights as Stockholder; Certificates. Subject to the Award Agreement, no Participant or Designated Beneficiary will have any rights as a stockholder with respect to any Shares to be distributed under an Award until becoming the record holder of such Shares. Notwithstanding any other provision of the Plan, unless the Administrator otherwise determines or Applicable Law requires, the Company will not be required to deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares may be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator). The Company may place legends on any share certificate or book entry to

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reference restrictions applicable to the Shares (including, without limitation, restrictions applicable to Restricted Stock).

11.3 Effective Date. The Plan will become effective on the day prior to the Public Trading Date (the "**Effective Date**"). No Incentive Stock Option may be granted pursuant to the Plan after the tenth anniversary of the earlier of (i) the date the Plan was approved by the Board and (ii) the date the

Plan was approved by the Company's stockholders.

11.4 Amendment of Plan. The Board may amend, suspend or terminate the Plan at any time and from time to time; provided that (a) no amendment requiring stockholder approval to comply with Applicable Law shall be effective unless approved by the Board, and (b) no amendment, other than an increase to the Overall Share Limit or pursuant to Section Article IX or Section 11.6, may materially and adversely affect any Award outstanding at the time of such amendment without the affected Participant's consent. No Awards may be granted under the Plan during any suspension period or after Plan termination. Awards outstanding at the time of any Plan suspension or termination will continue to be governed by the Plan and the Award Agreement, as in effect before such suspension or termination. The Board will obtain stockholder approval of any Plan amendment to the extent necessary to comply with Applicable Law.

11.5 Provisions for Foreign Participants. The Administrator may modify Awards granted to Participants who are foreign nationals or employed outside the United States, establish subplans or procedures under the Plan or take any other necessary or appropriate action to address Applicable Law, including (a) differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters, (b) listing and other requirements of any foreign securities exchange, and (c) any necessary local governmental or regulatory exemptions or approvals.

11.6 Section 409A.

(a) *General*. The Company intends that all Awards be structured to comply with, or be exempt from, Section 409A, such that no adverse tax consequences, interest, or penalties under Section 409A apply. Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Administrator may, without a Participant's consent, amend this Plan or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and retroactive actions) as are necessary or appropriate to preserve the intended tax treatment of Awards, including any such actions intended to (A) exempt this Plan or any Award from Section 409A, or (B) comply with Section 409A, including regulations, guidance, compliance programs and other interpretative authority that may be issued after an Award's grant date. The Company makes no representations or warranties as to an Award's tax treatment under Section 409A or otherwise. The Company will have no obligation under this Section 11.6 or otherwise to avoid the taxes, penalties or interest under Section 409A with respect to any Award and will have no liability to any Participant or any other person if any Award, compensation or other benefits under the Plan are determined to constitute noncompliant "nonqualified deferred compensation" subject to taxes, penalties or interest under Section 409A.

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(b) *Separation from Service*. If an Award constitutes "nonqualified deferred compensation" under Section 409A, any payment or settlement of such Award upon a Participant's Termination of Service will, to the extent necessary to avoid taxes under Section 409A, be made only upon the Participant's "separation from service" (within the meaning of Section 409A), whether such "separation from service" occurs upon or after the Participant's Termination of Service. For purposes of this Plan or any Award Agreement relating to any such payments or benefits, references to a "termination," "termination of employment" or like terms means a "separation from service."

(c) *Payments to Specified Employees*. Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" required to be made under an Award to a "specified employee" (as defined under Section 409A and as the Administrator determines) due to his or her "separation from service" will, to the extent necessary to avoid taxes under Section 409A(a)(2)(B)(i) of the Code, be delayed for the six-month period immediately following such "separation from service" (or, if earlier, until the specified employee's death) and will instead be paid (as set forth in the Award Agreement) on the day immediately following such six-month period or as soon as administratively practicable thereafter (without interest). Any payments of "nonqualified deferred compensation" under such Award payable more than six months following the Participant's "separation from service" will be paid at the time or times the payments are otherwise scheduled to be made.

11.7 Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a director, officer or other employee of the Company or any Subsidiary will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, and such individual will not be personally liable with respect to the Plan because of any contract or other instrument executed in his or her capacity as an Administrator, director, officer or other employee of the Company or any Subsidiary. The Company will indemnify and hold harmless each director, officer or other employee of the Company or any Subsidiary that has been or will be granted or delegated any duty or power relating to the Plan's administration or interpretation, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Administrator's approval) arising from any act or omission concerning this Plan unless arising from such person's own fraud or bad faith; provided that he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf.

11.8 Data Privacy. As a condition for receiving any Award, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this Section by and among the Company and its Subsidiaries and affiliates exclusively for implementing, administering and managing the Participant's participation in the Plan. The Company and its Subsidiaries and affiliates may hold certain personal information about a Participant, including the Participant's name, address and telephone number; birthdate; social security, insurance number or other identification number; salary; nationality; job title(s); any Shares held in the Company or its Subsidiaries and affiliates; and Award details, to implement, manage and administer the Plan and Awards (the "**Data**"). The Company and its Subsidiaries and affiliates may transfer the Data amongst themselves as necessary to implement, administer and manage a Participant's participation in the Plan, and the

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Company and its Subsidiaries and affiliates may transfer the Data to third parties assisting the Company with Plan implementation, administration and management. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant's participation in the Plan, including any required Data transfer to a broker or other third party with whom the Company or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as necessary to implement, administer, and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data that the Company holds regarding such Participant, request additional information about the storage and processing of the Data regarding such Participant,

recommend any necessary corrections to the Data regarding the Participant or refuse or withdraw the consents in this Section 11.8 in writing, without cost, by contacting the local human resources representative. The Company may cancel Participant's ability to participate in the Plan and, in the Administrator's sole discretion, the Participant may forfeit any outstanding Awards if the Participant refuses or withdraws the consents in this Section 11.8. For more information on the consequences of refusing or withdrawing consent, Participants may contact their local human resources representative.

11.9 Severability. If any portion of the Plan or any action taken under it is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

11.10 Governing Documents. If any contradiction occurs between the Plan and any Award Agreement or other written agreement between a Participant and the Company (or any Subsidiary), the Plan will govern, unless such Award Agreement or other written agreement was approved by the Administrator and expressly provides that a specific provision of the Plan will not apply.

11.11 Governing Law. The Plan and all Awards will be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding the choice-of-law principles of the State of Delaware and any other state requiring the application of a jurisdiction's laws other than the State of Delaware.

11.12 Clawback Provisions. All Awards (including the gross amount of any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt or exercise of any Award or the receipt or resale of any Shares underlying the Award) will be subject to recoupment by the Company to the extent required to comply with Applicable Law or any policy of the Company providing for the reimbursement of incentive compensation, whether or not such policy was in place at the time of grant of an Award.

11.13 Titles and Headings. The titles and headings in the Plan are for convenience of reference only and, if any conflict, the Plan's text, rather than such titles or headings, will control.

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11.14 Conformity to Applicable Law. Participant acknowledges that the Plan is intended to conform to the extent necessary with Applicable Law. Notwithstanding anything herein to the contrary, the Plan and all Awards will be administered only in a manner intended to conform with Applicable Law. To the extent Applicable Law permit, the Plan and all Award Agreements will be deemed amended as necessary to conform to Applicable Law.

11.15 Relationship to Other Benefits. No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary, except as expressly provided in writing in such other plan or an agreement thereunder.

11.16 Unfunded Status of Awards. The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the Company or any Subsidiary.

11.17 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan, the Plan and any Award granted or awarded to any individual who is then subject to Section 16 of the Exchange Act shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including Rule 16b-3 of the Exchange Act and any amendments thereto) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

11.18 Prohibition on Executive Officer Loans. Notwithstanding any other provision of the Plan to the contrary, no Participant who is a Director or an "executive officer" of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to make payment with respect to any Awards granted under the Plan, or continue any extension of credit with respect to such payment, with a loan from the Company or a loan arranged by the Company in violation of Section 13(k) of the Exchange Act.

11.19 Broker-Assisted Sales. In the event of a broker-assisted sale of Shares in connection with the payment of amounts owed by a Participant under or with respect to the Plan or Awards, including amounts to be paid under the final sentence of Section 10.5: (a) any Shares to be sold through the broker-assisted sale will be sold on the day the payment first becomes due, or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other Participants in the Plan in which all participants receive an average price; (c) the applicable Participant will be responsible for all broker's fees and other costs of sale, and by accepting an Award, each Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the Company or its designee receives proceeds of such sale that exceed the amount owed, the Company will pay such excess in cash to the applicable Participant as soon as reasonably practicable; (e) the Company and its designees are under no obligation to arrange for such sale at any particular price; and (f) in the event the proceeds of such sale are insufficient to satisfy the Participant's applicable obligation, the Participant may be required to pay immediately upon demand to the

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Company or its designee an amount in cash sufficient to satisfy any remaining portion of the Participant's obligation.

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I hereby certify that the foregoing Plan was duly adopted by the Board of Directors of Y-mAbs Therapeutics, Inc. on April 24, 2018.

\* \* \* \* \*

I hereby certify that the foregoing Plan was approved by the stockholders of Y-mAbs Therapeutics, Inc. on May 8, 2018.



**Y-MABS THERAPEUTICS, INC.  
2018 EQUITY INCENTIVE PLAN  
STOCK OPTION GRANT NOTICE**

Y-mAbs Therapeutics, Inc. a Delaware corporation, (the “Company”), pursuant to its 2018 Equity Incentive Plan, as may be amended from time to time (the “Plan”), hereby grants to the holder listed below (“Participant”), an option to purchase the number of shares of the Company’s Common Stock (the “Shares”), set forth below (the “Option”). This Option is subject to all of the terms and conditions set forth herein, as well as in the Plan and the Stock Option Agreement attached hereto as Exhibit A (the “Stock Option Agreement”), each of which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice and the Stock Option Agreement.

**Participant:** [ ]

**Grant Date:** [ ]

**Vesting Commencement Date:** [ ]

**Exercise Price per Share:** \$[ ]

**Total Exercise Price:** [ ]

**Total Number of Shares Subject to the Option:** [ ] shares

**Expiration Date:** [ ]

**Vesting Schedule:** [ ]

**Type of Option:**     Incentive Stock Option                     Nonqualified Stock Option

By his or her signature and the Company’s signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Stock Option Agreement, and this Grant Notice. Participant has reviewed the Stock Option Agreement, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Stock Option Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Stock Option Agreement.

**Y-MABS THERAPEUTICS, INC.:**

**PARTICIPANT:**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT A**

**STOCK OPTION AGREEMENT**

Pursuant to the Stock Option Grant Notice (the “Grant Notice”) to which this Stock Option Agreement (this “Agreement”) is attached, Y-mAbs Therapeutics, Inc., a Delaware corporation (the “Company”), has granted to the Participant an Option under the Company’s 2018 Equity Incentive Plan, as may be amended from time to time (the “Plan”), to purchase the number of Shares indicated in the Grant Notice.

**ARTICLE 1.**

**GENERAL**

1.1 Defined Terms. Wherever the following terms are used in this Agreement they shall have the meanings specified below, unless the context clearly indicates otherwise. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and the Grant Notice.

1.2 Incorporation of Terms of Plan. The Option is subject to the terms and conditions of the Plan which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

**ARTICLE 2.**

**GRANT OF OPTION**

2.1 Grant of Option. In consideration of the Participant’s past and/or continued employment with or service to the Company or any Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Grant Notice (the “Grant Date”), the Company irrevocably grants to the Participant the Option to purchase any part or all of an aggregate of the number of Shares set forth in the Grant Notice, upon the terms and conditions set forth in the Plan and this Agreement, subject to adjustments as provided in Article IX of the Plan. Unless designated as a Nonqualified Stock Option in the Grant Notice, the Option shall be an Incentive Stock Option to the maximum extent permitted by law.

2.2 Exercise Price. The exercise price of the Shares subject to the Option shall be as set forth in the Grant Notice, without commission or other charge; *provided, however*, that the price per share of the Shares subject to the Option shall not be less than 100% of the Fair Market Value of a Share on the Grant Date. Notwithstanding the foregoing, if this Option is designated as an Incentive Stock Option and the Participant is a Greater Than 10% Stockholder as of the Date of Grant, the exercise price per share of the Shares subject to the Option shall not be less than 110% of the Fair Market Value of a Share on the Grant Date.

2.3 Consideration to the Company. In consideration of the grant of the Option by the Company, the Participant agrees to render faithful and efficient services to the Company or any Subsidiary. Nothing in the Plan or this Agreement shall confer upon the Participant any right to continue in the employ or service of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of the Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and the Participant.

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## ARTICLE 3.

### PERIOD OF EXERCISABILITY

#### 3.1 Commencement of Exercisability.

(a) Subject to Sections 3.2, 3.3, 5.11 and 5.17 hereof, the Option shall become vested and exercisable in such amounts and at such times as are set forth in the Grant Notice.

(b) No portion of the Option which has not become vested and exercisable at the date of the Participant's Termination of Service shall thereafter become vested and exercisable, except as may be otherwise provided by the Administrator or as set forth in a written agreement between the Company and the Participant.

(c) Notwithstanding Section 3.1(a) hereof and the Grant Notice, but subject to Section 3.1(b) hereof, in the event of a Change in Control the Option shall be treated pursuant to Sections 9.2 and 9.3 of the Plan.

3.2 Duration of Exercisability. The installments provided for in the vesting schedule set forth in the Grant Notice are cumulative. Each such installment which becomes vested and exercisable pursuant to the vesting schedule set forth in the Grant Notice shall remain vested and exercisable until it becomes unexercisable under Section 3.3 hereof.

#### 3.3 Expiration of Option. The Option may not be exercised to any extent by anyone after the first to occur of the following events:

(a) The Expiration Date set forth in the Grant Notice, which shall in no event be more than ten (10) years from the Grant Date;

(b) If this Option is designated as an Incentive Stock Option and the Participant, at the time the Option was granted, was a Greater Than 10% Stockholder, the expiration of five (5) years from the Grant Date;

(c) The expiration of three (3) months from the date of the Participant's Termination of Service, unless such termination occurs by reason of the Participant's death or disability; or

(d) The expiration of one (1) year from the date of the Participant's Termination of Service by reason of the Participant's death or disability.

3.4 Special Tax Consequences. The Participant acknowledges that, to the extent that the aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Stock Options, including the Option (if applicable), are exercisable for the first time by the Participant in any calendar year exceeds \$100,000, the Option and such other options shall be Nonqualified Stock Options to the extent necessary to comply with the limitations imposed by Section 422(d) of the Code. The Participant further acknowledges that the rule set forth in the preceding sentence shall be applied by taking the Option and other "incentive stock options" into account in the order in which they were granted, as determined under Section 422(d) of the Code and the Treasury Regulations thereunder. The Participant also acknowledges that an Incentive Stock Option exercised more than three (3) months after the Participant's Termination of Employment, other than by reason of death or disability, will be taxed as a Nonqualified Stock Option.

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#### 3.5 Tax Indemnity.

(a) The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and the Participant's employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a "Tax Liability" being any liability for income tax, withholding tax and any other employment related taxes or social security contributions in any jurisdiction) that is attributable to (1) the grant or exercise of, or any benefit derived by the Participant from, the Option, (2) the acquisition by the Participant of the Shares on exercise of the Option or (3) the disposal of any Shares.

(b) The Option cannot be exercised until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the exercise of the Option and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until the Participant has satisfied this obligation.

(c) The Participant hereby acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax Liabilities in connection with any aspect of the Option and (ii) does not commit to and is under no obligation to structure the terms of the grant or any aspect of any Award, including the Option, to reduce or eliminate the Participant's liability for Tax Liabilities or achieve any particular tax result. Furthermore, if the Participant becomes subject to tax in more than one jurisdiction between the date of grant of an Award, including the Option, and the date of any relevant taxable event, the Participant acknowledges that the Company may be required to withhold or account for Tax Liabilities in more than one jurisdiction.

## ARTICLE 4.

### EXERCISE OF OPTION

4.1 Person Eligible to Exercise. Except as provided in Section 5.3 hereof, during the lifetime of the Participant, only the Participant may exercise the Option or any portion thereof, unless it has been disposed of pursuant to a DRO. After the death of the Participant, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.3 hereof, be exercised by the deceased the Participant's personal representative or by any person empowered to do so under the deceased the Participant's will or under the then applicable laws of descent and distribution.

4.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.3 hereof. However, the Option shall not be exercisable with respect to fractional Shares.

4.3 Manner of Exercise. The Option, or any exercisable portion thereof, may be exercised solely by delivery to the Secretary of the Company (or any third party administrator or other person or entity designated by the Company; for the avoidance of doubt, delivery shall include electronic delivery), during regular business hours, of all of the following prior to the time when the Option or such portion thereof becomes unexercisable under Section 3.3 hereof:

(a) An exercise notice in a form specified by the Administrator, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Administrator. The notice shall be signed by the Participant or other person then entitled to exercise the Option or such portion of the Option;

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(b) The receipt by the Company of full payment for the Shares with respect to which the Option or portion thereof is exercised, including payment of any applicable withholding tax, which shall be made by deduction from other compensation payable to the Participant or in such other form of consideration permitted under Section 4.4 hereof that is acceptable to the Company;

(c) Any other written representations or documents as may be required in the Administrator's sole discretion to evidence compliance with the Securities Act, the Exchange Act or any other applicable law, rule or regulation; and

(d) In the event the Option or portion thereof shall be exercised pursuant to Section 4.1 hereof by any person or persons other than the Participant, appropriate proof of the right of such person or persons to exercise the Option.

Notwithstanding any of the foregoing, the Company shall have the right to specify all conditions of the manner of exercise, which conditions may vary by country and which may be subject to change from time to time.

4.4 Method of Payment. Payment of the exercise price shall be by any of the following, or a combination thereof, at the election of the Participant:

(a) Cash or check;

(b) With the consent of the Administrator, surrender of Shares (including, without limitation, Shares otherwise issuable upon exercise of the Option) held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof; or

(c) Other legal consideration acceptable to the Administrator (including, without limitation, through the delivery of a notice that the Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Option exercise price; *provided* that payment of such proceeds is then made to the Company at such time as may be required by the Company, but in any event not later than the settlement of such sale).

4.5 Conditions to Issuance of Shares. The Shares deliverable upon the exercise of the Option, or any portion thereof, may be either previously authorized but unissued Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any Shares purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the conditions in Section 10.7 of the Plan and following conditions:

(a) The admission of such Shares to listing on all stock exchanges on which such Shares are then listed;

(b) The completion of any registration or other qualification of such Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any state or federal governmental agency which the Administrator shall, in its absolute discretion, determine to be necessary or advisable;

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(d) The receipt by the Company of full payment for such Shares, including payment of any applicable withholding tax, which may be in one or more of the forms of consideration permitted under Section 4.4 hereof; and

(e) The lapse of such reasonable period of time following the exercise of the Option as the Administrator may from time to time establish for reasons of administrative convenience.

4.6 Rights as Stockholder. The holder of the Option shall not be, nor have any of the rights or privileges of, a stockholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of any Shares purchasable upon the exercise of any part of the Option unless and until such Shares shall have been issued by the Company and held of record by such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Article IX of the Plan.

## ARTICLE 5.

### OTHER PROVISIONS

5.1 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon the Participant, the Company and all other interested persons. No member of the Committee or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the Option.

5.2 Whole Shares. The Option may only be exercised for whole Shares.

5.3 Option Not Transferable.

(a) Subject to Section 4.1 hereof, the Option may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution or, subject to the consent of the Administrator, pursuant to a DRO, unless and until the Option has been exercised and the Shares underlying the Option have been issued, and all restrictions applicable to such Shares have lapsed. Neither the Option nor any interest or right therein shall be liable for the debts, contracts or engagements of the Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, hypothecation, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy) unless and until the Option has been exercised, and any attempted disposition thereof prior to exercise shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

(b) During the lifetime of the Participant, only the Participant may exercise the Option (or any portion thereof), unless it has been disposed of pursuant to a DRO; after the death of the Participant, any exercisable portion of the Option may, prior to the time when such portion becomes unexercisable under the Plan or this Agreement, be exercised by the Participant's personal representative or by any person empowered to do so under the deceased the Participant's will or under the then-applicable laws of descent and distribution.

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(c) Notwithstanding any other provision in this Agreement, the Participant may, in the manner determined by the Administrator, designate a beneficiary to exercise the rights of the Participant and to receive any distribution with respect to the Option upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and this Agreement, except to the extent the Plan and this Agreement otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Administrator. If the Participant is married or a domestic partner in a domestic partnership qualified under Applicable Law and resides in a community property state, a designation of a person other than the Participant's spouse or domestic partner, as applicable, as his or her beneficiary with respect to more than 50% of the Participant's interest in the Option shall not be effective without the prior written consent of the Participant's spouse or domestic partner. If no beneficiary has been designated or survives the Participant, payment shall be made to the person entitled thereto pursuant to the Participant's will or the laws of descent and distribution. Subject to the foregoing, a beneficiary designation may be changed or revoked by the Participant at any time provided the change or revocation is filed with the Administrator prior to the Participant's death.

5.4 Tax Consultation. The Participant understands that the Participant may suffer adverse tax consequences as a result of the grant, vesting and/or exercise of the Option, and/or with the purchase or disposition of the Shares subject to the Option. The Participant represents that the Participant has consulted with any tax consultants the Participant deems advisable in connection with the purchase or disposition of such Shares and that the Participant is not relying on the Company for any tax advice.

5.5 Binding Agreement. Subject to the limitation on the transferability of the Option contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

5.6 Adjustments Upon Specified Events. The Administrator may accelerate the vesting of the Option in such circumstances as it, in its sole discretion, may determine. In addition, upon the occurrence of certain events relating to the Shares contemplated by Article IX of the Plan (including, without limitation, an extraordinary cash dividend on such Shares), the Administrator shall make such adjustments the Administrator deems appropriate in the number of Shares subject to the Option, the exercise price of the Option and the kind of securities that may be issued upon exercise of the Option. The Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and Article IX of the Plan.

5.7 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Participant shall be addressed to the Participant at the Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 5.7, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to the Participant shall, if the Participant is then deceased, be given to the person entitled to exercise his or her Option pursuant to Section 4.1 hereof by written notice under this Section 5.7. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

5.8 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

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5.9 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

5.10 Conformity to Securities Laws. The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all Applicable Law and regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to such Applicable Law. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such Applicable Law.

5.11 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; *provided, however*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Option in any material way without the prior written consent of the Participant.

5.12 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 5.3 hereof, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

5.13 Notification of Disposition. If this Option is designated as an Incentive Stock Option, the Participant shall give prompt notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or transfer is made (a) within two (2) years from the Grant Date with respect to such Shares or (b) within one (1) year after the transfer of such Shares to the Participant. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the Participant in such disposition or other transfer.

5.14 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if the Participant is subject to Section 16 of the Exchange Act, the Plan, the Option and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

5.15 Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries or interfere with or restrict in any way with the right of the Company or any of its Subsidiaries, which rights are hereby expressly reserved, to discharge or to terminate for any reason whatsoever, with or without cause, the services of the Participant's at any time.

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5.16 Entire Agreement. The Plan, the Grant Notice and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof.

5.17 Section 409A. This Option is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that the Option (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate either for the Option to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

5.18 Limitation on the Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to options, as and when exercised pursuant to the terms hereof.

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**FORM OF OFFICER AND DIRECTOR INDEMNIFICATION AGREEMENT**

**OFFICER AND DIRECTOR INDEMNIFICATION AGREEMENT** (the “**Agreement**”) dated as of [ ], 2017 by and between **Y-MABS THERAPEUTICS, INC.**, a Delaware corporation (the “**Company**”), and [·] (the “**Indemnitee**”).

**RECITALS**

**WHEREAS**, highly competent persons have become more reluctant to serve publicly-held corporations as directors, officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

**WHEREAS**, the Board of Directors of the Company (the “**Board**”) has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The certificate of incorporation of the Company (as the same may be amended from time to time, the “**Certificate of Incorporation**”) requires indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the “**DGCL**”). The Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification;

**WHEREAS**, since the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

**WHEREAS**, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

**WHEREAS**, this Agreement is a supplement to and in furtherance of the Certificate of Incorporation and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; [and]

**WHEREAS**, Indemnitee does not regard the protection available under the Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified; [and]

[**WHEREAS**, Indemnitee is a representative of [·] [and its affiliated investment funds] (the “**Fund**”), and has certain rights to indemnification and/or insurance provided by the Fund which Indemnitee and the Fund intend to be secondary to the primary obligation of the Company to indemnify Indemnitee as provided herein, with the Company’s acknowledgement and agreement to the foregoing being a material condition to Indemnitee’s willingness to serve on the Board;]<sup>(1)</sup>

(1) Include this recital and the other bracketed provisions where indicated throughout if the Indemnitee is affiliated with a venture capital fund or other entity that provides indemnification to the Indemnitee.

**NOW, THEREFORE**, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

**Section 1. Services to the Company.** Indemnitee agrees to serve as a[n] [director] [and] [officer] of the Company. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or of its subsidiaries or any Enterprise) and Indemnitee. Indemnitee specifically acknowledges that Indemnitee’s employment with the Company (or of its subsidiaries or any Enterprise), if any, is at will, and the Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment contract between Indemnitee and the Company (or of its subsidiaries or any Enterprise), other applicable formal severance policies duly adopted by the Board, or, with respect to service as a director or officer of the Company, by the Certificate of Incorporation, the Company’s Bylaws, and the DGCL. The foregoing notwithstanding, this Agreement shall continue in force after Indemnitee has ceased to serve as a[n] [director] [or] [officer] of the Company, as provided in Section 16 hereof.

**Section 2. Definitions.** As used in this Agreement:

(a) References to “**agent**” shall mean any person who is or was a director, officer, or employee of the Company or a subsidiary of the Company or other person authorized by the Company to act for the Company, to include such person serving in such capacity as a director, officer, employee, fiduciary or other official of another corporation, partnership, limited liability company, joint venture, trust or other enterprise at the request of, for the convenience of, or to represent the interests of the Company or a subsidiary of the Company.

(b) A “**Change in Control**” shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing forty percent (40%) or more of the combined voting power of the Company's then outstanding securities unless the change in relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

(ii) Change in Board of Directors. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 2(b)(i), 2(b)(iii) or 2(b)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

(iii) Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its ultimate parent, as applicable) more than 51% of the combined voting power of the voting securities of the surviving entity or its ultimate parent, as applicable, outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity or its ultimate parent, as applicable;

(iv) Liquidation or Sale of Assets. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

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(v) Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

For purposes of this Section 2(b), the following terms shall have the following meanings:

**"Exchange Act"** shall mean the Securities Exchange Act of 1934, as amended from time to time.

**"Person"** shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

**"Beneficial Owner"** shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

**"Corporate Status"** describes the status of a person as a current or former director or officer of the Company or as a current or former director, manager, partner, officer, employee, agent, or trustee of any other entity or enterprise that such person is or was serving at the request of the Company.

**"Disinterested Director"** shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

**"Enterprise"** shall mean the Company and any other corporation, limited liability company, partnership, joint venture, trust or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, employee, agent or fiduciary.

**"Expenses"** shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 14(d) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. The parties agree that for the purposes of any advancement of Expenses for which Indemnitee has made written demand to the Company in accordance with this Agreement, all Expenses included in such demand that are certified by affidavit of Indemnitee's counsel as being reasonable shall be presumed conclusively to be reasonable. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

**"Independent Counsel"** shall mean a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past three (3) years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

The term **"Proceeding"** shall include any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry,

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administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, legislative, or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action taken by Indemnitee (or a failure to take action by Indemnitee) or of any action (or failure to act) on Indemnitee's part while acting pursuant to Indemnitee's Corporate Status, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided under this Agreement. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this paragraph.

Reference to "**other enterprise**" shall include employee benefit plans; references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in manner "not opposed to the best interests of the Company" as referred to in this Agreement.

**Section 3. Indemnity in Third-Party Proceedings.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding had no reasonable cause to believe that Indemnitee's conduct was unlawful. The parties hereto intend that this Agreement shall provide to the fullest extent permitted by law for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Certificate of Incorporation, the Bylaws, vote of its stockholders or disinterested directors or applicable law.

**Section 4. Indemnity in Proceedings by or in the Right of the Company.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery (the "Delaware Court") or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such Expenses as the Delaware Court or other court shall deem proper.

**Section 5. Indemnification for Expenses of a Party Who is Wholly or Partly Successful.** Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this

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Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

**Section 6. Indemnification For Expenses of a Witness.** Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness or otherwise asked to participate in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

**Section 7. Partial Indemnification.** If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

**Section 8. Additional Indemnification.**

(a) Notwithstanding any limitation in Sections 3, 4, or 5, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by Indemnitee in connection with the Proceeding.

(b) For purposes of Section 8(a), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

(i) to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and

(ii) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

**Section 9. Exclusions.** Notwithstanding any provision in this Agreement [but subject to Section 15(e), however], the Company shall not be obligated under this Agreement to make any indemnification payment in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as defined in Section 2(b) hereof) or similar provisions of state statutory law or common law, or (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); or

(c) except as provided in Section 14(d) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

**Section 10. Advances of Expenses.** Notwithstanding any provision of this Agreement to the contrary (other than Section 14(d)), the Company shall advance, to the extent not prohibited by law, the Expenses incurred by Indemnitee in connection with any Proceeding (or any part of any Proceeding) not initiated by Indemnitee, and such

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advancement shall be made within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. In accordance with Section 14(d), advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. The Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking providing that the Indemnitee undertakes to repay the amounts advanced (without interest) to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. No other form of undertaking shall be required other than the execution of this Agreement. This Section 10 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9.

**Section 11. Procedure for Notification and Defense of Claim.**

(a) Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof. The written notification to the Company shall include a description of the nature of the Proceeding and the facts underlying the Proceeding. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of such Proceeding. The omission by Indemnitee to notify the Company hereunder will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights under this Agreement. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

(b) The Company will be entitled to participate in the Proceeding at its own expense.

**Section 12. Procedure Upon Application for Indemnification.**

(a) Upon written request by Indemnitee for indemnification pursuant to Section 11(a), a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Board, by the stockholders of the Company; and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or Expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. The Company promptly will advise Indemnitee in writing with respect to any determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) hereof, the Independent Counsel shall be selected as provided in this Section 12(b). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so

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selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If, within twenty (20) days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 11(a) hereof and the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Delaware Court for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by such court or by such other person as such court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

### **Section 13. Presumptions and Effect of Certain Proceedings.**

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11(a) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) Subject to Section 14(e), if the person, persons or entity empowered or selected under Section 12 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 13(b) shall not apply (i) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 12(a) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) of this Agreement.

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(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the directors or officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with the reasonable care by the Enterprise. The provisions of this Section 13(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any director, officer, trustee, partner, managing member, fiduciary, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

### **Section 14. Remedies of Indemnitee.**

(a) Subject to Section 14(e), in the event that (i) a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 10 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 12(a) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 5, 6 or 7 or the last sentence of Section 12(a) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) payment of indemnification pursuant to Section 3, 4 or 8 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, or (vi) in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from, the Indemnitee the benefits provided or intended to be provided to the Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by a court of Indemnitee's entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at

Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 14(a); provided, however, that the foregoing clause shall not apply in respect of a proceeding brought by Indemnitee to enforce Indemnitee's rights under Section 5 of this Agreement. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14, the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) If a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to

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the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company shall, to the fullest extent permitted by law, indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

#### **Section 15. Non-exclusivity; Survival of Rights; Insurance; Subrogation.**

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Certificate of Incorporation and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents of the Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such claim or of the commencement of a Proceeding, as the case may be, to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee [(other than any rights of recovery of Indemnitee from a Fund Indemnitor (as defined in Section 15(e) hereof) or under any insurance provided by the Fund or its affiliates)], who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) [Except as provided for under Section 15(e) of this Agreement, the] The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided hereunder) hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) [The Company hereby acknowledges that Indemnitee has certain rights to indemnification, advancement of expenses and/or insurance provided by the Fund and certain of its affiliates (collectively, the "Fund Indemnitors"). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Fund Indemnitors to advance expenses or to provide

indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of Expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the Certificate of Incorporation or Bylaws (or any agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Fund Indemnitors, and, (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Fund Indemnitors are express third party beneficiaries of the terms hereof.]

(f) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other corporation, limited liability company, partnership, joint venture, trust or other enterprise.

**Section 16. Duration of Agreement.** This Agreement shall continue until and terminate upon the later of: (a) ten (10) years after the date that Indemnitee shall have ceased to serve as a [director] [or] [officer] of the Company or (b) one (1) year after the final termination of any Proceeding then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 14 of this Agreement [or by a Fund Indemnitor pursuant to Section 15(e) of this Agreement, in either case,] relating thereto. The indemnification and advancement of expenses rights provided by or granted pursuant to this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise, and shall inure to the benefit of Indemnitee and his or her spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

**Section 17. Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

**Section 18. Enforcement.**

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof, including without limitation any previous indemnification agreements, which are hereby terminated in full; provided, however, that this Agreement is a supplement to and in

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furtherance of the Certificate of Incorporation, the Bylaws and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

**Section 19. Modification and Waiver.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

**Section 20. Notice by Indemnitee.** Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

**Section 21. Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

(a) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide to the Company.

(b) If to the Company to:

Y-mAbs Therapeutics, Inc.  
750 Third Avenue, 9<sup>th</sup> floor  
New York, NY 10017  
Attention: Chief Financial Officer

or to any other address as may have been furnished to Indemnitee by the Company.

**Section 22. Contribution.** To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company, on the one hand, and Indemnitee, on the other hand, as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its other directors, officers, employees and agents), on the one hand, and Indemnitee, on the other hand, in connection with such event(s) and/or transaction(s).

**Section 23. Applicable Law and Consent to Jurisdiction.** This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court, and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably the Corporation Trust Center as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or

proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

**Section 24. Identical Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

**Section 25. Entire Agreement.** This Agreement, and the exhibits and schedules hereto, constitute the entire agreement among the parties hereto relating to the subject matter hereof and supersede any prior understandings, agreements or representations by or among such parties, written or oral, that may have related in any way to the subject matter of this Agreement.

**Section 26. Miscellaneous.** Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, The parties executed this Agreement as of the day and year first set forth above.

**Y-MABS THERAPEUTICS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INDEMNITEE**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature Page to Indemnification Agreement]*

**SERVICE AGREEMENT**  
**BETWEEN**  
**Y-MABS THERAPEUTICS, INC.**  
**AND**  
**THOMAS GAD**

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The undersigned

Y-mAbs Therapeutics, Inc. 750 Third Avenue

New York, NY 10017

USA

(hereinafter referred to as “the Company”)

and

(hereinafter referred to as “the EXECUTIVE”)

(hereinafter collectively referred to as “the Parties”, or separately as “Party”)

have on this date entered into this

### **SERVICE AGREEMENT**

(hereinafter referred to as “the Agreement”)

#### **1. Employment date**

- 1.1. Effective as of April 1, 2016, on the terms and conditions set forth by this Agreement, the EXECUTIVE is employed to perform the duties of President of the Company, as described on Exhibit 2.2. The EXECUTIVE will also perform the same tasks on behalf of the Company’s subsidiaries. The Company and the Company’s subsidiaries are hereinafter referred to as “the Group”. It is agreed and understood that no work activities will be done

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in the United States of America until after a valid VISA allowing the EXECUTIVE to work there has been granted.

#### **2. Duties**

- 2.1. The EXECUTIVE shall be in charge of and responsible for the matters set forth on Exhibit 2.2. The EXECUTIVE shall report to the Company’s board of directors.
- 2.2. Without limiting the generality of the foregoing, Exhibit 2.2 to this Agreement includes specific tasks that the EXECUTIVE shall be responsible for. The board of directors sets forth the rules and regulations which, at any time, shall apply to the business of the Company, and the EXECUTIVE is, in cooperation with the CEO, responsible for conducting the business activities in accordance with these rules and regulations and in accordance with the Company’s constitutional documents including its bylaws as well as applicable US or foreign laws.
- 2.3. Transactions which according to the situation of the Group are unusual or have material impact on the business of the Group shall be submitted to the board of directors for prior approval. Such transactions may, among other things, be a change of Group structure, business policy, the employment and termination of executive staff, the establishment of general or specific pension or bonus schemes for the employees of the Group, the sale of the business of the Group or parts of it, the acquirement of a new business, the foundation, sale and closing of subsidiaries, branches or divisions, the submission of tenders and the placing of purchase orders which, seen in isolation, have a significant impact on the Group, the issue of warranties and securities, loans or similar, as well as the purchase and sale, mortgaging or lease of assets.
- 2.4. The EXECUTIVE shall keep the board of directors regularly informed of all Group activities. Vital urgent matters shall without delay be presented to the board of directors.
- 2.5. The primary workplace for the EXECUTIVE will be the Company’s head office at any time, in New York. However, the EXECUTIVE will also be obligated to work outside the Company’s head office including at the offices of the Group in Denmark, as well as the EXECUTIVE will have travelling activities within the USA and abroad. It is also agreed and understood that the EXECUTIVE will be travelling between the US and the Danish offices approximately twice monthly.
- 2.6. The EXECUTIVE acknowledges and accepts that his employment is not subject to fixed maximum working hours and that the duties resting with the EXECUTIVE are occasionally expected to exceed the normal weekly working hours of 37 hours, just as the position to some extent will demand that the EXECUTIVE works on Sundays and bank holidays. The EXECUTIVE shall not be entitled to separate compensation for such work.

#### **3. Engagement in other businesses**

- 3.1. During the term of his employment hereunder (the “Term”), the EXECUTIVE is obligated to put his entire working capacity at the disposal of the Group and work completely and loyally in the interest of the Group. Only upon having obtained the prior approval of the Company’s board of directors, the EXECUTIVE may be financially involved in other businesses or undertake tasks such as for instance board seats in other businesses, provided

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that such tasks do not conflict with the interests of the Group nor affects the performance of the EXECUTIVE in the Group. It is a prerequisite for such engagement in other businesses that the EXECUTIVE submits a written request to the board of directors for its approval and that the written request contains a description of the character and volume of the task. In the event the board of directors cannot meet the EXECUTIVE’s request for approval of permission to perform such other task, the Company shall communicate its rejection in writing and without any delay as well as the Company shall state the reason for its rejection.

- 3.2. The EXECUTIVE shall be entitled to make private investments directly or via his holding company (Gad Enterprises LLC) in assets, which are normally the subject of such placement of funds provided that the investment does not entail a controlling influence, and that the entity in which he invests is not engaged in a Competitive Business (as defined in clause 15.2 below).

#### 4. Duty of confidentiality

- 4.1. All information learned or developed by the EXECUTIVE during the Term will be deemed "Confidential Information" under the terms of this Agreement. Examples of Confidential Information include, but are not limited to, business, scientific and technical information owned or controlled by the Company or its affiliates, including the Company's or its affiliates' business plans and strategies; business operations and systems; information concerning employees, customers, partners and/or licensees; patent applications; trade secrets; inventions; ideas; procedures; formulations; processes; formulae; data and all other information of any nature whatsoever which relate to the Company's or its affiliates' business, science, technology and/or products. In addition, Confidential Information shall include, but not be limited to, all information which the Company may receive from third parties. The EXECUTIVE shall not disclose any Confidential Information to any person at any time or use in any way, except as directed by the board of directors, either during or after the Term. The foregoing restrictions shall not apply to information which is or becomes part of the public domain though no act or failure to act by the EXECUTIVE.
- 4.2. In the course of the EXECUTIVE's employment with the Company, and thereafter, under no circumstances shall the EXECUTIVE use or disclose to the Company, or incorporate or use in any of his work for the Company, any information imparted to the EXECUTIVE or with which he may have come into contact while in the employ of his former employer(s) that was at the time of such disclosure, deemed confidential by such former employer.
- 4.3. All documents, records, notebooks, models, prototypes or other tangible embodiments or repositories or evidence of Confidential Information or Inventions (as defined herein), and all copies of the foregoing (hereinafter referred to as "Materials"), which may at any time be acquired by or come into the possession of the EXECUTIVE during the Term are the sole and exclusive property of the Company. All Materials shall be surrendered to the Company, without demand therefor, prior to the last day of the Term, or upon the request of the Company at any other time. In addition, upon the reasonable request of the Company at any time, the EXECUTIVE shall prepare Materials accurately and adequately describing, setting forth or embodying any Confidential Information or Inventions or deliver the same to the Company in order to accomplish or complete the transfer thereof to the Company and the EXECUTIVE shall be reimbursed by the Company for all of his reasonable out-of-pocket expenses incurred in so doing. The EXECUTIVE further agrees, during or at any time prior to two (2) years after the last day of the Term without charge to

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execute all documents and to take all such other action as the Company may reasonably require (being reimbursed for all of his reasonable out-of-pocket expenses in this connection) in order to assign to the Company any and all copyrights and reproduction rights to any Materials prepared by the EXECUTIVE during and in connection with his employment hereunder.

- 4.4. The term "Invention" means any invention, discovery, improvement, apparatus, implement, process, compound, composition or formula, whether or not patentable, conceived or reduced to practice, in whole or in part, by the EXECUTIVE (alone, or jointly with others) during the Term and for a period of twelve (12) months thereafter which directly or indirectly relates to the business, science, technology or products of the Company or its affiliates and/or any Confidential Information. The EXECUTIVE will keep, on behalf of the Company, complete, accurate, and authentic accounts, notes, data, and records ("Records") of each and every Invention, which Records will, at all times, be the property of the Company. The EXECUTIVE will comply with the directions of the Company with respect to the manner and form of keeping or surrendering Records and will surrender to the Company all Records at the end of the Term.
- 4.5. Each Invention will be the sole and exclusive property of the Company. The EXECUTIVE will, at the request of the Company, make application in due form for United States letters patent and foreign letters patent (each, a "Patent") on any Invention and execute any necessary documents in connection with the Patents. The EXECUTIVE will assign and transfer to the Company or its designee all right, title, and interest of the EXECUTIVE in any Patents or Patent applications. The EXECUTIVE agrees to cooperate with any actions necessary to continue, renew or retain the Patents. The Company will bear the entire expense of applying for and obtaining the Patents. For a period of twelve (12) months following the termination of this Agreement and the EXECUTIVE's employment relationship with the Company, the EXECUTIVE will not file any applications for Patents on any Invention other than those filed at the request of and on behalf of the Company.
- 4.6. The Parties further agree that all other discoveries, secret industrial processes, intellectual and industrial property rights—registered as well as un-registered—and know-how ("Developed Rights") discovered or developed by the EXECUTIVE during the Term, within the scope of the business of the Company, shall belong to the Company and the EXECUTIVE shall have no rights in relation thereto except for mandatory rules of law, the operation of which cannot be dispensed with by agreement between the Parties. These include, but are not limited, any rights to Inventions, expressions of ideas and improvements of existing technology. Insofar as the rights specified hereinafter are not vested in the Company, by operation of law on the grounds of the employment relationship between the parties, the EXECUTIVE covenants to transfer, and to the extent possible hereby transfers, to the Company, or any third party designated by the Company, any such rights of whatever nature. When determining the EXECUTIVE's salary package, the above allocation of rights to the Company has been fully taken into account.
- 4.7. The Company is entitled to use, modify, change, develop, transfer and commercialize any Inventions and Developed Rights in any way.
- 4.8. The EXECUTIVE must immediately inform the Company in writing of any Inventions or Developed Rights made or discovered by the EXECUTIVE alone or together with others, during the performance of his duties under his employment relationship with the Company (the "Invention Notice"). The Company shall inform the EXECUTIVE whether the

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Company wants an Invention or any Developed Rights transferred within four (4) months of the Company's receipt of the Invention Notice, if not required earlier by applicable law. When determining the EXECUTIVE's Base Salary, the above allocation, and transfer obligation, of rights to the Company has been fully taken into account.

- 4.9. Upon demand by the Company, the EXECUTIVE shall immediately provide the Company with all necessary information, and the EXECUTIVE shall immediately comply with all formalities and render all assistance enabling the Company to obtain, apply for, protect, transfer or commercialize any discovery, Invention, secret industrial process or Developed Rights in any part of the world. All costs related hereto shall be paid by the Company.
- 4.10. The EXECUTIVE, as a condition of his employment, hereby represents that, to the best of his knowledge, there is not as of the date of this Agreement any agreement or obligation outstanding with or to any of his former employer(s) or any other party, which would restrict, limit or in any way prohibit all or any portion of his work or employment, nor is there in his possession any confidential information used by any of his former employer(s) or any other party (except as may have been revealed in generally available publications or otherwise made publicly available).

## 5. Cash Compensation

- 5.1. The EXECUTIVE shall receive an annual fixed salary of USD 350,000.00 which is paid in arrears by 1/12 per month. The compensation is paid on the last working day of each month. The base salary will be reviewed at least annually and may be increased (but not decreased) at any time. All of the EXECUTIVE'S base salary will be paid out of the US. A sign-on fee equivalent to USD 41,000 will be paid out upon signature.
- 5.2. In addition to his fixed salary, the EXECUTIVE shall be entitled to an annual incentive cash bonus with a target equal to 50 (fifty)% of his annual base salary upon attainment of certain performance objectives to be agreed upon by the EXECUTIVE and the Company's board of directors (the "**Bonus**"). The Bonus will be higher if the performance objectives are exceeded. The attainment of the performance objectives will be determined by the Company's board of directors. The Bonus, if earned, will be payable no later than the later of (i) the fifteenth (15th) day of the third (3rd) month following the close of the Company's fiscal year in which the bonus is earned or (ii) March 15 following the calendar year in which the Bonus is earned. In the event of termination, the EXECUTIVE shall be entitled to receive any earned but unpaid Bonus for the year prior to the year of termination. Also, unless the termination is made for cause the EXECUTIVE shall be entitled to a pro rata Bonus for the year of termination.
- 5.3. The Company shall not pay any pension contributions to the EXECUTIVE, however, the EXECUTIVE shall be entitled to have an amount fixed by the EXECUTIVE withdrawn from his gross salary paid into a private pension scheme. The choice of pension scheme and the size of the pension contribution is entirely within the EXECUTIVE's discretion, and the EXECUTIVE shall ensure that all necessary information regarding the payment of pension contribution is communicated to the accounts department of the Company in order for them to handle the monthly payments.
- 5.4. The EXECUTIVE shall receive normal compensation during periods of absence due to sickness.

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- 5.5. The EXECUTIVE shall be entitled to a monthly cash housing allowance of USD 7,000.00 to cover rental expenses of the EXECUTIVE's private residence in the US. The housing allowance shall be payable only from the first month of the relevant rental period and against documentation therefore. The housing allowance shall only be payable for the rental period and shall terminate without notice upon expire/termination thereof. Any tax consequences of the allowance shall be of no concern to the Company. The housing allowance will be paid out by the US Company.

## 6. Benefits

- 6.1. The Company shall provide the EXECUTIVE with a laptop, an ADSL connection and a mobile telephone, which the EXECUTIVE may use also for private purposes.
- 6.2. At the request of the Company, the EXECUTIVE shall—in connection with leaving his positions—also where this takes place prior to the expiry of the notice period agreed - return the mobile phone and laptop, and the Company shall be entitled to cease subscription payments for these fringe benefits. The EXECUTIVE shall be entitled to receive an economic compensation in this connection during the remaining part of the notice period equal to the taxable value of these benefits. The EXECUTIVE shall not be entitled to exercise any right of retention in the mobile telephone and/or laptop for any claim the EXECUTIVE may have against the Group.
- 6.3. Any tax related consequences of the EXECUTIVE's private use of the above benefits shall be borne solely by the EXECUTIVE.
- 6.4. The EXECUTIVE shall be entitled to keep his current mobile number 917-817-2992.

## 7. Accident insurance

- 7.1. The Company shall pay the annual premium of a full-time accident insurance for the EXECUTIVE covering death, disablement and permanent incapacity for work as a result of an accident in the USA or abroad, in working hours or leisure time and during travel. The insurance shall cover for the amount of DKK 3 million upon death and complete disablement. In case of death, the insurance money shall be paid out to the EXECUTIVE's nearest relatives or, if there are none, to the EXECUTIVE's estate.

## 8. Travels, representation and training

- 8.1. The Company shall refund the EXECUTIVE all reasonable expenses related to travels and representation in the interest of the Group upon the presentation of bills and in accordance with the Danish tax law for travel, meals, lodging and other relevant expenses. Such refund shall also include any travel between the US and Denmark.

- 8.2. The EXECUTIVE shall, no later than at the end of the following month, settle all travel and representation expenses with the Group for the previous month with submission of all the necessary documentation for the expenses and justification of the amounts that they represent.

## 9. Holiday

- 9.1. The EXECUTIVE is entitled to 30 working days paid vacation per year including the first year of employment and to one “fixed” working day off with pay on each of 24 December and 31 December. As used herein “working day” means any day other than a Saturday, Sunday or other day on which banks in Denmark and the State of New York are required or permitted to be closed. While taking the interest of the Group into consideration, the EXECUTIVE shall decide when his holiday shall be taken, and in due time before the holiday is scheduled, the EXECUTIVE shall obtain approval hereof by the chairman of the board of directors of the Company.
- 9.2. The EXECUTIVE’s holiday shall be taken within the calendar year, and accrued but not taken holiday cannot be transferred to the following calendar year. The EXECUTIVE shall not be entitled to holiday bonus (ferietillæg).
- 9.3. In case of termination, the EXECUTIVE shall be entitled to take accrued but not taken holiday during the notice period. The EXECUTIVE is however not entitled to receive holiday pay (feriegodtgørelse), regardless whether the EXECUTIVE may have accrued holiday which has not been taken during the termination period. Finally, it is noted for clarity that the EXECUTIVE is not subject to the provisions of the Danish Holiday Act.

## 10. Termination

- 10.1. This Agreement can be terminated by the EXECUTIVE with six (6) months’ notice and by the Company with twelve (12) months’ notice. In the event this Agreement is terminated by the Company without cause, subject to the EXECUTIVE’s execution and delivery of a release in form and substance satisfactory to the Company, Company shall pay to the EXECUTIVE his then existing salary, and all benefits set forth in clause 6, for one full year commencing with the day following the final day of the 12 month period.
- 10.2. Notice of termination shall be given in writing and to the end of a month.
- 10.3. This Agreement may be terminated “for cause” by the Company pursuant to the provisions of this clause 10. If the Company’s board of directors determines that “cause” exists for termination of the EXECUTIVE’s employment, written notice thereof must be given to the EXECUTIVE describing the state of affairs or fact deemed by the Company’s board of directors to constitute such cause. As used herein, “Cause” means any one of: (i) the EXECUTIVE’s fraudulent, unlawful, grossly negligent or willful misconduct in connection with his duties to the Company; (ii) conduct by the EXECUTIVE which is materially injurious to the business or reputation of the Company or any of its affiliated entities or any of their respective partners or members; or (iii) the EXECUTIVE’s conviction of (or plea of *nolo contendere* to) a felony. The duties, power and authority of the EXECUTIVE may also, on a majority vote of the Company’s board of directors excluding the EXECUTIVE if the EXECUTIVE is then a member of the Company’s board of directors, be suspended for a reasonable period of time, but with a continuation of the EXECUTIVE’s full salary, expenses and benefits pursuant to this Agreement, while a determination is made as to whether cause for termination exists.
- 10.4. In the event this Agreement is terminated by the Company for cause, the EXECUTIVE’s entire right to salary and benefits hereunder shall cease upon such termination.

## 11. Special compensation in case of death

- 11.1. In case the EXECUTIVE dies during the term of the employment period, the surviving spouse or children under the age of 18, whom the EXECUTIVE was liable to support, shall be entitled to receive compensation stipulated in clause 5.1 above for the month in which the EXECUTIVE has died and for the following 6 months thereafter. In case the employment would have expired for other reasons than the death of the EXECUTIVE within the above-mentioned 6 months’ period, in consequence of the employment having been terminated by the Company or by the EXECUTIVE prior to the death of the EXECUTIVE or otherwise, the Company will only be obligated to uphold payment of the special compensation until the date on which the employment would have terminated for other reasons than the death of the EXECUTIVE.

## 12. Tax

- 12.1. The EXECUTIVE shall be responsible for seeking his own advice regarding the tax consequences for the EXECUTIVE ensuing from entering into this Agreement. The Company shall not be liable towards the EXECUTIVE for any adverse or unexpected tax consequences and social contribution effects connected with this Agreement or its fulfilment.

## 13. Insurance

- 13.1. The Group shall at all times maintain a customary directors’ liability insurance (D&O) covering the EXECUTIVE with a “limit” of no less than DKK 10 million. Should the Company (or another company of the Group) file for registration at any desired stock exchange, the Group will additionally take out a customary Public Offering of Securities Insurance (POSI) or equivalent prospectus liability insurance with a limit of no less than USD 10 million covering the EXECUTIVE. Subject to the same registration, the Company (or the relevant Group company) shall additionally increase the overall limit of liability on the existing D&O insurance up to a limit of not less than USD 10 million .

- 13.2. The EXECUTIVE is covered by the insurance during his/her tenure with the Company and its affiliates with an additional run-off period of five years thereafter.
- 13.3. Within this period and in case of any personal claims against the EXECUTIVE, the Company shall not restrict (or if relevant shall procure that the relevant Group company does not restrict) the EXECUTIVE from reporting any such claim directly to the insurer.
- 13.4. The Company is obligated to report any changes made to the current coverage provided duly to the EXECUTIVE.

#### 14. Governing law and venue

- 14.1. This Agreement, for all purposes, shall be construed in accordance with the laws of the State of New York without regard to conflicts of law principles thereof.
- 14.2. Venue for any adjudication hereof shall be only in the courts of the State of New York, located in the County of New York or the Federal courts located in the State of New York, County of New York to the jurisdiction of which courts all parties hereby submit, as the

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agreement of such parties, as not inconvenient and as not subject to review by any court other than such courts in the State of New York, County of New York. The parties agree that this submission to jurisdiction is reasonable and made for the express benefit of the parties hereto.

#### 15. Restrictions on Activities of the EXECUTIVE

- 15.1. The EXECUTIVE and the Company agree that the EXECUTIVE is being employed hereunder in a key capacity with the Company, that the Company is engaged in a highly competitive business and that the success of the Company's business in the marketplace depends upon its goodwill and reputation for quality and dependability. The EXECUTIVE and the Company further agree that reasonable limits may be placed on his ability to compete against the Company as provided herein to the extent that they protect and preserve the legitimate business interests and good will of the Company.
- 15.2. During the Term and for the applicable Non-Competition Period (as defined below), the EXECUTIVE will not, directly or indirectly, alone or as a partner, principal, agent, officer, director, employee or consultant, investor or stockholder of any entity within the Territory (as defined below) engage in, or assist in the management of, or provide advisory or other services to, any Competitive Business (as defined below) activity. "Territory," shall mean the United States of America, Denmark, and every other territory or country where the Company maintains employees, owns property or otherwise conducts business during any time that the EXECUTIVE is employed by the Company. "Competitive Business" shall mean any business that is in competition with (a) the present business conducted by the Company, or its affiliated companies and as such business may be improved and/or modified, or (b) the products or services that the Company develops, designs, manufactures, markets, produces or supplies in the future; including, without limitation, the business of developing, marketing and distributing pharmaceutical products. Notwithstanding anything contained herein to the contrary, the EXECUTIVE may own up to 5% of the voting securities of any publicly traded company engaged in a Competitive Business. For purposes of this Agreement, in the event of the termination of the EXECUTIVE's employment hereunder (x) by the Company with or without cause, the "Non-Competition Period" means the period from the date hereof until the last day of the 6th full calendar month after the date of termination; or (y) by the EXECUTIVE unilaterally, the "Non-Competition Period" means the period from the date hereof until the first (1<sup>st</sup>) anniversary of the date of such termination.
- 15.3. During the Non-Competition Period, the EXECUTIVE shall not, directly or indirectly, (a) solicit or do business with any current or proposed customer or supplier of the Company of whose names he was aware during the Term (i) in any manner that interferes with such person's financial relationship with the Company, or (ii) in an effort to obtain such person as a customer, supplier, financing source, consultant, salesman, agent or representative to any other business; (b) solicit or interfere with or endeavor to entice away any employee, consultant, officer, director or employee of the Company (i) in any manner that interferes with such person's employment or consulting relationship with the Company or (ii) in an effort to obtain such person as a customer, supplier, consultant, salesman, agent or representative to any Competitive Business; or (c) any employee, consultant, officer, or director who has left the employment of, or other service to, the Company (other than as a result of the termination of such service by the Company) within one year after the termination of such person's service to the Company.

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- 15.4. THE EXECUTIVE REPRESENTS AND WARRANTS THAT THE KNOWLEDGE, SKILLS AND ABILITIES HE POSSESSES AT THE TIME OF COMMENCEMENT OF EMPLOYMENT HEREUNDER ARE SUFFICIENT TO PERMIT HIM, IN THE EVENT OF TERMINATION OF HIS EMPLOYMENT HEREUNDER, TO EARN A LIVELIHOOD SATISFACTORY TO HIMSELF WITHOUT VIOLATING ANY PROVISION OF THIS CLAUSE 15, FOR EXAMPLE, BY USING SUCH KNOWLEDGE, SKILLS AND ABILITIES, OR SOME OF THEM, IN THE SERVICE OF A NON-COMPETITOR.
- 15.5. The EXECUTIVE agrees that during the Term and after the termination of his employment, the EXECUTIVE will not publish or communicate, or cause to be published or communicated, any statement that disparages, in any way and to any degree, the Company, its affiliates, the products, services or business reputation of the Company or of its subsidiaries or affiliates, or any employee, director or officer of the Company, its subsidiaries or affiliates. The EXECUTIVE further agrees that from the termination of his employment, the EXECUTIVE shall not represent himself or hold himself out as a current employee, consultant or officer of the Company, or as holding any other current position with the Company.

#### 16. Remedies.

16.1. It is specifically understood and agreed that any breach of the provisions of clause 3, 4 or 15 of this Agreement is likely to result in irreparable injury to the Company and that the remedy at law alone will be an inadequate remedy for such breach, and that in addition to any other remedy it may have, the Company shall be entitled to enforce the specific performance of this Agreement by the EXECUTIVE and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without bond and without liability should such relief be denied, modified or violated. Neither the right to obtain such relief nor the obtaining of such relief shall be exclusive or preclude the Company from any other remedy.

**17. Severable Provisions.**

17.1. The provisions of this Agreement are severable and the invalidity of any one or more provisions shall not affect the validity of any other provision. In the event that a court of competent jurisdiction shall determine that any provision of this Agreement or the application thereof is unenforceable in whole or in part because of the duration or scope thereof, the parties hereto agree that said court in making such determination shall have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable, and that the Agreement in its reduced form shall be valid and enforceable to the full extent permitted by law.

**18. Notices.**

18.1. All notices to be given by either party to the other shall be in writing, shall be served either in person or by depositing such notice in the United States mails, certified, with certification and postage charges prepaid, property addressed and directed to the party to receive the same at the address of such party shown in the introductory paragraph of this Agreement, or to such other address as a party may notify the other pursuant to a notice given in accordance with this clause 18.

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**19. Compliance With Code Section 409A.**

19.1. Notwithstanding anything herein to the contrary, this Agreement is intended to be interpreted and operated so that the payments and benefits set forth herein shall be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") or shall comply with the requirements of such provision; provided, however, that in no event shall the Company be liable to the EXECUTIVE for or with respect to any taxes, penalties or interest which may be imposed upon the EXECUTIVE pursuant to Code Section 409A. With respect to reimbursements (whether such reimbursements are for business expenses or, to the extent permitted under the Company's policies, other expenses) and/or in-kind benefits, in each case, that constitute deferred compensation subject to Code Section 409A (as determined by the Company in its sole discretion), each of the following shall apply: (1) no reimbursement of expenses incurred by the EXECUTIVE during any taxable year shall be made after the last day of the following taxable year of the EXECUTIVE, (2) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a taxable year of the EXECUTIVE shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, to the EXECUTIVE in any other taxable year, and (3) the right to reimbursement of such expenses or in-kind benefits shall not be subject to liquidation or exchange for another benefit. The EXECUTIVE hereby agrees that no representations have been made to the EXECUTIVE relating to the tax treatment of any payment pursuant to this Agreement under Code Section 409A and the corresponding provisions of any applicable state income tax laws.

**20. Miscellaneous.**

- 20.1. This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof, superseding all prior understandings and agreements, whether written or oral. This Agreement may not be amended or revised except by a writing signed by the parties.
- 20.2. The provisions of this Agreement shall be binding on and shall inure to the benefit of any such successor in interest to the Company. Neither this Agreement nor any of the rights, duties or obligations of the EXECUTIVE shall be assignable by the EXECUTIVE, nor shall any of the payments required or permitted to be made to the EXECUTIVE by this Agreement be encumbered, transferred or in any way anticipated, except as required by applicable laws. However, all rights of the EXECUTIVE under this Agreement shall inure to the benefit of and be enforceable by the EXECUTIVE's personal or legal representatives, estates, executors, administrators, heirs and beneficiaries.
- 20.3. A waiver by the Company or the EXECUTIVE of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party.
- 20.4. The Company shall be entitled to withhold from any amounts to be paid or benefits provided to the EXECUTIVE hereunder any federal, state, local, or foreign withholding or other taxes or charges which it is from time to time required to withhold.
- 20.5. Captions herein have been inserted solely for convenience of reference and in no way define, limit or describe the scope or substance of any provision of this Agreement.

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**21. Signatures etc.**

21.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall have the same effect as if the signatures hereto and thereto were on the same instrument.

Date: 4/19/2016

Y-mAbs Therapeutics, Inc.

Date: 4/19/2016

The EXECUTIVE

By: /s/ Claus Juan Moller San Pedro  
Claus Juan Moller San Pedro, CEO

/s/ Thomas Gad  
Thomas Gad

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Exhibit 2.2

- Responsible for the Company relationship with Memorial Sloan-Kettering
- Overseeing strategic development of the company
- Heading business development efforts — negotiating new technology, new IP, Sponsored Research Agreements, strategic financial partnerships
- Representing the company towards existing and new investors
- Responsible for fundraising, negotiating and structuring financing rounds with investors and banks, representing the company together with CM
- Investor relations & PR oversight together with BK

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**SERVICE AGREEMENT**  
**BETWEEN**  
**Y-MABS THERAPEUTICS, INC.**  
**AND**  
**CLAUS JUAN MØLLER SAN PEDRO**

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The undersigned

Y-mAbs Therapeutics, Inc.  
750 Third Avenue  
New York, NY 10017  
USA  
(hereinafter referred to as “the Company”)

and

Claus Juan Møller San Pedro  
(CPR no. 180462-1047)  
Mejsevej 6  
Ny Hammersholt  
3400 Hillerød  
(hereinafter referred to as “the CEO”)

(hereinafter collectively referred to as “the Parties”, or separately as “Party”)

have on this date entered into this

**SERVICE AGREEMENT**  
(hereinafter referred to as “the Agreement”)

**1 Employment date**

- 1.1 Effective as of March 1, 2016, on the terms and conditions set forth by this Agreement, the CEO is employed to perform the duties of Chief Executive Officer (in Danish: “*administrerende direktør*”) of the Company, as described on Exhibit 2.2. The CEO will also perform the same tasks on behalf of the Company’s subsidiaries. The Company and the Company’s subsidiaries are hereinafter referred to as “the Group”. It is agreed and understood that no work activities will be done in the United States of America until after a valid VISA allowing the CEO to work there has been granted.

## 2 Duties

- 2.1 The CEO shall be in charge of and responsible for the day-to-day management of the Company's affairs. The CEO shall report to the Company's board of directors.
- 2.2 Without limiting the generality of the foregoing, **Exhibit 2.2** to this Agreement includes specific tasks that the CEO shall be responsible for. The board of directors sets forth the rules and regulations which, at any time, shall apply to the business of the Company, and the CEO is, in cooperation with the President, responsible for conducting the business activities in accordance with these rules and regulations and in accordance with the Company's constitutional documents including its bylaws as well as applicable US or foreign laws.
- 2.3 Transactions which according to the situation of the Group are unusual or have material impact on the business of the Group shall be submitted to the board of directors for prior approval. Such transactions may, among other things, be a change of Group structure, business policy, the employment and termination of executive staff, the establishment of general or specific pension or bonus schemes for the employees of the Group, the sale of the business of the Group or parts of it, the acquirement of a new business, the foundation, sale and closing of subsidiaries, branches or divisions, the submission of tenders and the placing of purchase orders which, seen in isolation, have a significant impact on the Group, the issue of warranties and securities, loans or similar, as well as the purchase and sale, mortgaging or lease of assets.
- 2.4 The CEO shall keep the board of directors regularly informed of all Group activities. Vital urgent matters shall without delay be presented to the board of directors.
- 2.5 The primary workplace for the CEO will be the Company's head office at any time, in New York. However, the CEO will also be obligated to work outside the Company's head office including at the offices of the Group in Denmark, as well as the CEO will have travelling activities within the USA and abroad. It is also agreed and understood that the CEO will be travelling between the US and the Danish offices approximately twice monthly.
- 2.6 The CEO acknowledges and accepts that his employment is not subject to fixed maximum working hours and that the duties resting with the CEO are occasionally expected to exceed the normal weekly working hours of 37 hours, just as the position to some extent will demand that the CEO works on Sundays and bank holidays. The CEO shall not be entitled to separate compensation for such work.

## 3 Engagement in other businesses

- 3.1 During the term of his employment hereunder (the "Term"), the CEO is obligated to put his entire working capacity at the disposal of the Group and work completely

and loyally in the interest of the Group. Only upon having obtained the prior approval of the Company's board of directors, the CEO may be financially involved in other businesses or undertake tasks such as for instance board seats in other businesses, provided that such tasks do not conflict with the interests of the Group nor affects the performance of the CEO in the Group. It is a prerequisite for such engagement in other businesses that the CEO submits a written request to the board of directors for its approval and that the written request contains a description of the character and volume of the task. In the event the board of directors cannot meet the CEO's request for approval of permission to perform such other task, the Company shall communicate its rejection in writing and without any delay as well as the Company shall state the reason for its rejection.

- 3.2 The Company acknowledges and accepts that on the date of employment, the CEO holds the below tasks, which the CEO may keep also after the date of employment.
1. Board member CFR Hospitaler A/S
  2. Board member Neoloch ApS
  3. Board member Terranol A/S

The CEO shall be entitled to make private investments directly or via his holding company (CM Holding 2015 ApS) in assets, which are normally the subject of such placement of funds provided that the investment does not entail a controlling influence, and that the entity in which he invests is not engaged in a Competitive Business (as defined in clause 15.2 below).

## 4 Duty of confidentiality

- 4.1 All information learned or developed by the CEO during the Term will be deemed "Confidential Information" under the terms of this Agreement. Examples of Confidential Information include, but are not limited to, business, scientific and technical information owned or controlled by the Company or its affiliates, including the Company's or its affiliates' business plans and strategies; business operations and systems; information concerning employees, customers, partners and/or licensees; patent applications; trade secrets; inventions; ideas; procedures; formulations; processes; formulae; data and all other information of any nature whatsoever which relate to the Company's or its affiliates' business, science, technology and/or products. In addition, Confidential Information shall include, but not be limited to, all information which the Company may receive from third parties. The CEO shall not disclose any Confidential Information to any person at any time or use in any way, except as directed by the board of directors, either during or after the Term. The foregoing restrictions shall not apply to information which is or becomes part of the public domain though no act or failure to act by the CEO.

- 4.2 In the course of the CEO's employment with the Company, and thereafter, under no circumstances shall the CEO use or disclose to the Company, or incorporate or use in any of his work for the Company, any information imparted to the CEO or with which he may have come into contact while in the employ of his former employer(s) that was at the time of such disclosure, deemed confidential by such former employer.
- 4.3 All documents, records, notebooks, models, prototypes or other tangible embodiments or repositories or evidence of Confidential Information or Inventions (as defined herein), and all copies of the foregoing (hereinafter referred to as "Materials"), which may at any time be acquired by or come into the possession of the CEO during the Term are the sole and exclusive property of the Company. All Materials shall be surrendered to the Company, without demand therefor, prior to the last day of the Term, or upon the request of the Company at any other time. In addition, upon the reasonable request of the Company at any time, the CEO shall prepare Materials accurately and adequately describing, setting forth or embodying any Confidential Information or Inventions or deliver the same to the Company in order to accomplish or complete the transfer thereof to the Company and the CEO shall be reimbursed by the Company for all of his reasonable out-of-pocket expenses incurred in so doing. The CEO further agrees, during or at any time prior to two (2) years after the last day of the Term without charge to execute all documents and to take all such other action as the Company may reasonably require (being reimbursed for all of his reasonable out-of-pocket expenses in this connection) in order to assign to the Company any and all copyrights and reproduction rights to any Materials prepared by the CEO during and in connection with his employment hereunder.
- 4.4 The term "Invention" means any invention, discovery, improvement, apparatus, implement, process, compound, composition or formula, whether or not patentable, conceived or reduced to practice, in whole or in part, by the CEO (alone, or jointly with others) during the Term and for a period of twelve (12) months thereafter which directly or indirectly relates to the business, science, technology or products of the Company or its affiliates and /or any Confidential Information. The CEO will keep, on behalf of the Company, complete, accurate, and authentic accounts, notes, data, and records ("Records") of each and every Invention, which Records will, at all times, be the property of the Company. The CEO will comply with the directions of the Company with respect to the manner and form of keeping or surrendering Records and will surrender to the Company all Records at the end of the Term.
- 4.5 Each Invention will be the sole and exclusive property of the Company. The CEO will, at the request of the Company, make application in due form for United States letters patent and foreign letters patent (each, a "Patent") on any Invention and execute any necessary documents in connection with the Patents. The CEO will assign and transfer to the Company or its designee all right, title, and interest of the

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CEO in any Patents or Patent applications. The CEO agrees to cooperate with any actions necessary to continue, renew or retain the Patents. The Company will bear the entire expense of applying for and obtaining the Patents. For a period of twelve (12) months following the termination of this Agreement and the CEO's employment relationship with the Company, the CEO will not file any applications for Patents on any Invention other than those filed at the request of and on behalf of the Company.

- 4.6 The Parties further agree that all other discoveries, secret industrial processes, intellectual and industrial property rights-registered as well as un-registered – and know-how ("Developed Rights") discovered or developed by the CEO during the Term, within the scope of the business of the Company, shall belong to the Company and the CEO shall have no rights in relation thereto except for mandatory rules of law, the operation of which cannot be dispensed with by agreement between the Parties. These include, but are not limited, any rights to Inventions, expressions of ideas and improvements of existing technology. Insofar as the rights specified hereinafter are not vested in the Company, by operation of law on the grounds of the employment relationship between the parties, the CEO covenants to transfer, and to the extent possible hereby transfers, to the Company, or any third party designated by the Company, any such rights of whatever nature. When determining the CEO's salary package, the above allocation of rights to the Company has been fully taken into account.
- 4.7 The Company is entitled to use, modify, change, develop, transfer and commercialize any Inventions and Developed Rights in any way.
- 4.8 The CEO must immediately inform the Company in writing of any Inventions or Developed Rights made or discovered by the CEO alone or together with others, during the performance of his duties under his employment relationship with the Company (the "Invention Notice"). The Company shall inform the CEO whether the Company wants an Invention or any Developed Rights transferred within four (4) months of the Company's receipt of the Invention Notice, if not required earlier by applicable law. When determining the CEO's Base Salary, the above allocation, and transfer obligation, of rights to the Company has been fully taken into account.
- 4.9 Upon demand by the Company, the CEO shall immediately provide the Company with all necessary information, and the CEO shall immediately comply with all formalities and render all assistance enabling the Company to obtain, apply for, protect, transfer or commercialize any discovery, Invention, secret industrial process or Developed Rights in any part of the world. All costs related hereto shall be paid by the Company.
- 4.10 The CEO, as a condition of his employment, hereby represents that, to the best of his knowledge, there is not as of the date of this Agreement any agreement or obligation outstanding with or to any of his former employer(s) or any other party,

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which would restrict, limit or in any way prohibit all or any portion of his work or employment, nor is there in his possession any confidential information used by any of his former employer(s) or any other party (except as may have been revealed in generally available publications or otherwise made publicly available).

## 5 Cash Compensation

- 5.1 The CEO shall receive an annual fixed salary of USD 400,000 which is paid in arrears by 1/12 per month. The compensation is paid on the last working day of each month. The base salary will be reviewed at least annually and may be increased (but not decreased) at any time. 60% of the base salary will be paid out of the US office and the remaining 40% will be paid out of the Danish office. A sign-on fee equivalent to 5 months' salary will be paid out upon signature and split after the same 60/40 principle.

- 5.2 In addition to his fixed salary, the CEO shall be entitled to an annual incentive cash bonus with a target equal to 50 (fifty) % of his annual base salary upon attainment of certain performance objectives to be agreed upon by the CEO and the Company's board of directors (the "**Bonus**"). The Bonus will be higher if the performance objectives are exceeded. The attainment of the performance objectives will be determined by the Company's board of directors. The Bonus, if earned, will be payable no later than the later of (i) the fifteenth (15th) day of the third (3rd) month following the close of the Company's fiscal year in which the bonus is earned or (ii) March 15 following the calendar year in which the Bonus is earned. In the event of termination, the CEO shall be entitled to receive any earned but unpaid Bonus for the year prior to the year of termination. Also, unless the termination is made for cause the CEO shall be entitled to a pro rata Bonus for the year of termination.
- 5.3 The Company shall not pay any pension contributions to the CEO, however, the CEO shall be entitled to have an amount fixed by the CEO withdrawn from his gross salary paid into a private pension scheme. The choice of pension scheme and the size of the pension contribution is entirely within the CEO's discretion, and the CEO shall ensure that all necessary information regarding the payment of pension contribution is communicated to the accounts department of the Company in order for them to handle the monthly payments.
- 5.4 The CEO shall receive normal compensation during periods of absence due to sickness.
- 5.5 The CEO shall be entitled to a monthly cash housing allowance of USD 7,000 to cover rental expenses of the CEO's private residence in the US. The housing allowance shall be payable only from the first month of the relevant rental period and against documentation therefore. The housing allowance shall only be payable for the rental period and shall terminate without notice upon expire/termination

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thereof. Any tax consequences of the allowance shall be of no concern to the Company. The housing allowance will be paid out by the US Company.

## **6 Benefits**

- 6.1 The Company shall provide the CEO with a laptop, an ADSL connection and a mobile telephone, which the CEO may use also for private purposes.
- 6.2 At the request of the Company, the CEO shall — in connection with leaving his positions — also where this takes place prior to the expiry of the notice period agreed - return the mobile phone and laptop, and the Company shall be entitled to cease subscription payments for these fringe benefits. The CEO shall be entitled to receive a economic compensation in this connection during the remaining part of the notice period equal to the taxable value of these benefits. The CEO shall not be entitled to exercise any right of retention in the mobile telephone and/or laptop for any claim the CEO may have against the Group.
- 6.3 Any tax related consequences of the CEO's private use of the above benefits shall be borne solely by the CEO.
- 6.4 The CEO shall be entitled to keep his current mobile number +45 40 53 98 94.

## **7 Accident insurance**

- 7.1 The Company shall pay the annual premium of a full-time accident insurance for the CEO covering death, disablement and permanent incapacity for work as a result of an accident in the USA or abroad, in working hours or leisure time and during travel. The insurance shall cover for the amount of DKK 3 million upon death and complete disablement. In case of death, the insurance money shall be paid out to the CEO's nearest relatives or, if there are none, to the CEO's estate.

## **8 Travels, representation and training**

- 8.1 The Company shall refund the CEO all reasonable expenses related to travels and representation in the interest of the Group upon the presentation of bills and in accordance with the Danish tax law for travel, meals, lodging and other relevant expenses. Such refund shall also include any travel between the US and Denmark.
- 8.2 The CEO shall, no later than at the end of the following month, settle all travel and representation expenses with the Group for the previous month with submission of all the necessary documentation for the expenses and justification of the amounts that they represent.

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## **9 Holiday**

- 9.1 The CEO is entitled to 30 working days paid vacation per year including the first year of employment and to one "fixed" working day off with pay on each of 24 December and 31 December. As used herein "working day" means any day other than a Saturday, Sunday or other day on which banks in Denmark and the State of New York are required or permitted to be closed. While taking the interest of the Group into consideration, the CEO shall decide, when his holiday shall be taken, and in due time before the holiday is scheduled, the CEO shall obtain approval hereof by the chairman of the board of directors of the Company.
- 9.2 The CEO's holiday shall be taken within the calendar year, and accrued but not taken holiday cannot be transferred to the following calendar year. The CEO shall not be entitled to holiday bonus (ferietillræg).
- 9.3 In case of termination, the CEO shall be entitled to take accrued but not taken holiday during the notice period. The CEO is however not entitled to receive holiday pay (feriegodtgørelse), regardless whether the CEO may have accrued holiday which has not been taken during the termination period. Finally, it is noted for clarity that the CEO is not subject to the provisions of the Danish Holiday Act.

## **10 Termination**

- 10.1 This Agreement can be terminated by the CEO with six (6) months' notice and by the Company with twelve (12) months' notice. In the event this Agreement is terminated by the Company without cause, subject to the CEO's execution and delivery of a release in form and substance satisfactory to the Company, Company shall pay to the CEO his then existing salary, and all benefits set forth in clause 6, for one full year commencing with the day following the final day of the 12 month period.
- 10.2 Notice of termination shall be given in writing and to the end of a month.
- 10.3 This Agreement may be terminated "for cause" by the Company pursuant to the provisions of this clause 10. If the Company's board of directors determines that "cause" exists for termination of the CEO's employment, written notice thereof must be given to the CEO describing the state of affairs or fact deemed by the Company's board of directors to constitute such cause. As used herein, "Cause" means any one of: (i) the CEO's fraudulent, unlawful, grossly negligent or willful misconduct in connection with his duties to the Company; (ii) conduct by the CEO which is materially injurious to the business or reputation of the Company or any of its affiliated entities or any of their respective partners or members; or (iii) the CEO's conviction of (or plea of *nolo contendere* to) a felony. The duties, power and authority of the CEO may also, on a majority vote of the Company's board of directors excluding the CEO if the CEO is then a member of the Company's board of directors, be suspended for a reasonable period of time, but with a continuation of the CEO's full salary, expenses and benefits

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pursuant to this Agreement, while a determination is made as to whether cause for termination exists.

- 10.4 In the event this Agreement is terminated by the Company for cause, the CEO's entire right to salary and benefits hereunder shall cease upon such termination.

## 11 Special compensation in case of death

- 11.1 In case the CEO dies during the term of the employment period, the surviving spouse or children under the age of 18, whom the CEO was liable to support, shall be entitled to receive compensation stipulated in clause 5.1 above for the month in which the CEO has died and for the following 6 months thereafter. In case the employment would have expired for other reasons than the death of the CEO within the above-mentioned 6 months' period, in consequence of the employment having been terminated by the Company or by the CEO prior to the death of the CEO or otherwise, the Company will only be obligated to uphold payment of the special compensation until the date on which the employment would have terminated for other reasons than the death of the CEO.

## 12 Tax

- 12.1 The CEO shall be responsible for seeking his own advice regarding the tax consequences for the CEO ensuing from entering into this Agreement. The Company shall not be liable towards the CEO for any adverse or unexpected tax consequences and social contribution effects connected with this Agreement or its fulfilment.

## 13 Insurance

- 13.1 The Group shall at all times maintain a customary directors' liability insurance (D&O) covering the CEO with a "limit" of no less than DKK 10 million. Should the Company (or another company of the Group) file for registration at any desired stock exchange, the Group will additionally take out a customary Public Offering of Securities Insurance (POSI) or equivalent prospectus liability insurance with a limit of no less than USD 10 million covering the CEO. Subject to the same registration, the Company (or the relevant Group company) shall additionally increase the overall limit of liability on the existing D&O insurance up to a limit of not less than USD 10 million.
- 13.2 The CEO is covered by the insurance during his/her tenure with the Company and its affiliates with an additional run-off period of five years thereafter.
- 13.3 Within this period and in case of any personal claims against the CEO, the Company shall not restrict (or if relevant shall procure that the relevant Group

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company does not restrict) the CEO from reporting any such claim directly to the insurer.

- 13.4 The Company is obligated to report any changes made to the current coverage provided duly to the CEO.

## 14 Governing law and venue

- 14.1 This Agreement, for all purposes, shall be construed in accordance with the laws of the State of New York without regard to conflicts of law principles thereof.
- 14.2 Venue for any adjudication hereof shall be only in the courts of the State of New York, located in the County of New York or the Federal courts located in the State of New York, County of New York to the jurisdiction of which courts all parties hereby submit, as the agreement of such parties, as not inconvenient and as not subject to review by any court other than such courts in the State of New York, County of New York. The parties agree that this submission to jurisdiction is reasonable and made for the express benefit of the parties hereto.

## 15 Restrictions on Activities of the CEO

- 15.1 The CEO and the Company agree that the CEO is being employed hereunder in a key capacity with the Company, that the Company is engaged in a highly competitive business and that the success of the Company's business in the marketplace depends upon its goodwill and reputation for quality

and dependability. The CEO and the Company further agree that reasonable limits may be placed on his ability to compete against the Company as provided herein to the extent that they protect and preserve the legitimate business interests and good will of the Company.

- 15.2 During the Term and for the applicable Non-Competition Period (as defined below), the CEO will not, directly or indirectly, alone or as a partner, principal, agent, officer, director, employee or consultant, investor or stockholder of any entity within the Territory (as defined below) engage in, or assist in the management of, or provide advisory or other services to, any Competitive Business (as defined below) activity. “Territory” shall mean the United States of America, Denmark, and every other territory or country where the Company maintains employees, owns property or otherwise conducts business during any time that the CEO is employed by the Company. “Competitive Business” shall mean any business that is in competition with (a) the present business conducted by the Company, or its affiliated companies and as such business may be improved and/or modified, or (b) the products or services that the Company develops, designs, manufactures, markets, produces or supplies in the future; including, without limitation, the business of developing, marketing and distributing pharmaceutical products. Notwithstanding anything contained herein to the contrary, the CEO may

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own up to 5% of the voting securities of any publicly traded company engaged in a Competitive Business. For purposes of this Agreement, in the event of the termination of the CEO’s employment hereunder (x) by the Company with or without cause, the “Non-Competition Period” means the period from the date hereof until the last day of the 6th full calendar month after the date of termination; or (y) by the CEO unilaterally, the “Non-Competition Period” means the period from the date hereof until the first (1<sup>st</sup>) anniversary of the date of such termination .

- 15.3 During the Non-Competition Period, the CEO shall not, directly or indirectly, (a) solicit or do business with any current or proposed customer or supplier of the Company of whose names he was aware during the Term (i) in any manner that interferes with such person’s financial relationship with the Company, or (ii) in an effort to obtain such person as a customer, supplier, financing source, consultant, salesman, agent or representative to any other business; (b) solicit or interfere with or endeavor to entice away any employee, consultant, officer, director or employee of the Company (i) in any manner that interferes with such person’s employment or consulting relationship with the Company or (ii) in an effort to obtain such person as a customer, supplier, consultant, salesman, agent or representative to any Competitive Business; or (c) any employee, consultant, officer, or director who has left the employment of, or other service to, the Company (other than as a result of the termination of such service by the Company) within one year after the termination of such person’s service to the Company.
- 15.4 THE CEO REPRESENTS AND WARRANTS THAT THE KNOWLEDGE, SKILLS AND ABILITIES HE POSSESSES AT THE TIME OF COMMENCEMENT OF EMPLOYMENT HEREUNDER ARE SUFFICIENT TO PERMIT HIM, IN THE EVENT OF TERMINATION OF HIS EMPLOYMENT HEREUNDER, TO EARN A LIVELIHOOD SATISFACTORY TO HIMSELF WITHOUT VIOLATING ANY PROVISION OF THIS CLAUSE 15, FOR EXAMPLE, BY USING SUCH KNOWLEDGE, SKILLS AND ABILITIES, OR SOME OF THEM, IN THE SERVICE OF A NON-COMPETITOR.
- 15.5 The CEO agrees that during the Term and after the termination of his employment, the CEO will not publish or communicate, or cause to be published or communicated, any statement that disparages, in any way and to any degree, the Company, its affiliates, the products, services or business reputation of the Company or of its subsidiaries or affiliates, or any employee, director or officer of the Company, its subsidiaries or affiliates. The CEO further agrees that from the termination of his employment, the CEO shall not represent himself or hold himself out as a current employee, consultant or officer of the Company, or as holding any other current position with the Company.

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## 16 Remedies.

- 16.1 It is specifically understood and agreed that any breach of the provisions of clause 3, 4 or 15 of this Agreement is likely to result in irreparable injury to the Company and that the remedy at law alone will be an inadequate remedy for such breach, and that in addition to any other remedy it may have, the Company shall be entitled to enforce the specific performance of this Agreement by the CEO and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without bond and without liability should such relief be denied, modified or violated. Neither the right to obtain such relief nor the obtaining of such relief shall be exclusive or preclude the Company from any other remedy.

## 17 Severable Provisions.

- 17.1 The provisions of this Agreement are severable and the invalidity of any one or more provisions shall not affect the validity of any other provision. In the event that a court of competent jurisdiction shall determine that any provision of this Agreement or the application thereof is unenforceable in whole or in part because of the duration or scope thereof, the parties hereto agree that said court in making such determination shall have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable, and that the Agreement in its reduced form shall be valid and enforceable to the full extent permitted by law.

## 18 Notices.

- 18.1 All notices to be given by either party to the other shall be in writing, shall be served either in person or by depositing such notice in the United States mails, certified, with certification and postage charges prepaid, property addressed and directed to the party to receive the same at the address of such party shown in the introductory paragraph of this Agreement, or to such other address as a party may notify the other pursuant to a notice given in accordance with this clause 18.

## 19 Compliance With Code Section 409A.

- 19.1 Notwithstanding anything herein to the contrary, this Agreement is intended to be interpreted and operated so that the payments and benefits set forth herein shall be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) or shall comply with the requirements of such provision; provided, however, that in no event shall the Company be liable to the CEO for or with respect to any taxes, penalties or interest which may be imposed upon the CEO pursuant to Code Section 409A. With respect to reimbursements (whether such

reimbursements are for business expenses or, to the extent permitted under the Company's policies, other expenses) and/or in-kind benefits, in each case, that constitute deferred compensation subject to Code Section 409A (as determined by the Company in its sole discretion), each of the following shall apply: (1) no reimbursement of expenses incurred by the CEO during any taxable year shall be made after the last day of the following taxable year of the CEO, (2) the amount of

expenses eligible for reimbursement, or in-kind benefits provided, during a taxable year of the CEO shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, to the CEO in any other taxable year, and (3) the right to reimbursement of such expenses or in-kind benefits shall not be subject to liquidation or exchange for another benefit. The CEO hereby agrees that no representations have been made to the CEO relating to the tax treatment of any payment pursuant to this Agreement under Code Section 409A and the corresponding provisions of any applicable state income tax laws.

**20 Miscellaneous.**

- 20.1 This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof, superseding all prior understandings and agreements, whether written or oral. This Agreement may not be amended or revised except by a writing signed by the parties.
- 20.2 The provisions of this Agreement shall be binding on and shall inure to the benefit of any such successor in interest to the Company. Neither this Agreement nor any of the rights, duties or obligations of the CEO shall be assignable by the CEO, nor shall any of the payments required or permitted to be made to the CEO by this Agreement be encumbered, transferred or in any way anticipated, except as required by applicable laws. However, all rights of the CEO under this Agreement shall inure to the benefit of and be enforceable by the CEO's personal or legal representatives, estates, executors, administrators, heirs and beneficiaries.
- 20.3 A waiver by the Company or the CEO of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party.
- 20.4 The Company shall be entitled to withhold from any amounts to be paid or benefits provided to the CEO hereunder any federal, state, local, or foreign withholding or other taxes or charges which it is from time to time required to withhold.
- 20.5 Captions herein have been inserted solely for convenience of reference and in no way define, limit or describe the scope or substance of any provision of this Agreement.

**21 Signatures etc.**

- 22 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall have the same effect as if the signatures hereto and thereto were on the same instrument.

Date: 1/3/2016

**Y-mAbs Therapeutics, Inc.**

By: /s/ Thomas Gad  
Thomas Gad

Date: 1/3/2016

**The CEO**

/s/ Claus Juan Møller San Pedro  
Claus Juan Møller San Pedro

**Exhibit 2.2**

- Ultimately responsible for all actions and decisions of the Company
- Direct the business with the objective of providing maximum return on invested capital
- Establish current and long term objectives, plans and polices subjective to the approval of our Board of Directors
- Overseeing and implementing clinical and regulatory development strategies
- Represent the Company towards Investors and the industry

**MAZANTI —  
ANDERSEN  
KORSØ  
JENSEN**

**SERVICE AGREEMENT  
BETWEEN  
Y-MABS THERAPEUTICS A/S  
AND  
BO KRUSE**

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The undersigned

Y-mAbs Therapeutics A/S  
(CVR no. 37053678)  
Rungsted Strandvej 113  
2960 Rungsted Kyst  
Denmark

(hereinafter referred to as “the Company”)

and

Bo Kruse  
(CPR no. 220472)  
Ängavångsvägen 4  
S-21851 Klagshamn  
Sweden

(hereinafter referred to as “the CFO”)

(hereinafter collectively referred to as “the Parties”, or separately as “Party”)

have on this date entered into this

**SERVICE AGREEMENT**  
(hereinafter referred to as “the Agreement”)

**1. Employment date**

- 1.1 Effective as per 1 October 2015, on the terms and conditions set forth by this Agreement, the CFO is employed to perform the task as Executive Vice President and Chief Financial Officer of the Company and its subsidiaries, if any. The Company and the Company's subsidiaries and the Company's parent company Y-mAbs Therapeutics, Inc., are hereinafter referred to as "the Group".
- 1.2 The Parties agree that when the composition of the Company's board of directors allows, the CFO shall be appointed as a manager of the Company and be registered in the Danish Business Authority (*Erhvervsstyrelsen*) as the Company's "Finansdirektør".

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## 2. Duties

- 2.1 The CFO shall be in charge of and responsible for the day-to-day management of the Company's Finance and Accounting Department. The CFO shall report to the Company's CEO. The CFO shall be entitled also to report to the board of directors through the chairman of the board.
- 2.2 Without limiting the generality of the foregoing, **Exhibit 2.2** to this Agreement includes specific tasks that the CFO shall be responsible for. The board of directors sets forth the rules and regulations which, at any time, shall apply to the business of the Company, and the CFO is, in cooperation with the CEO, responsible for conducting the business activities in accordance with these rules and regulations and in accordance with the Articles of Association of the Company and Danish law.
- 2.3 Transactions which according to the situation of the Group are unusual or have material impact on the business of the Group shall be submitted to the Company's CEO and board of directors for prior approval. Such transactions may, among other things, be a change of Group structure, business policy, the employment and termination of executive staff, the establishment of general or specific pension or bonus schemes for the employees of the Group, the sale of the business of the Group or parts of it, the acquisition of a new business, the foundation, sale and closing of subsidiaries, branches or divisions, the submission of tenders and the placing of purchase orders which, seen in isolation, have a significant impact on the Group, the issue of warranties and securities, loans or similar, as well as the purchase and sale, mortgaging or lease of assets.
- 2.4 The CFO shall see to it that interim financial statements and budgets are prepared and followed up on. Moreover, the CFO shall keep the CEO and the board of directors regularly informed of all Group activities within the areas finance and accounting. Vital urgent matters shall without delay be presented to the Company's CEO and board of directors.
- 2.5 The primary workplace for the CFO will be the Company's head office at any time, currently Rungsted Strandvej 113, DK-2960 Rungsted Kyst. However, the CFO will also be obligated to work outside the Company's head office including at the offices of the Group, as well as the CFO will have travelling activities within Denmark and abroad. The Company accepts that the CFO can also perform his work task from his home address as long as it does not have any negative impact on his availability to the Company.
- 2.6 The CFO acknowledges and accepts that his employment is not subject to fixed maximum working hours and that the duties resting with the CFO are occasionally expected to exceed the normal weekly

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working hours of 37 hours, just as the position to some extent will demand that the CFO works on Sundays and bank holidays. The CFO shall not be entitled to separate compensation for such work.

## 3. Engagement in other businesses

- 3.1 The CFO is obligated to put his entire working capacity at the disposal of the Group and work completely and loyally in the interest of the Group. Only upon having obtained the prior approval of the Company's board of directors, the CFO may be financially involved in other businesses or undertake tasks such as for instance board seats in other businesses, provided that such tasks do not conflict with the interests of the Group nor affects the performance of the CFO in the Group. It is a prerequisite for such engagement in other businesses that the CFO submits a written request to the board of directors for its approval and that the written request contains a description of the character and volume of the task. In the event the board of directors cannot meet the CFO's request for approval of permission to perform such other task, the Company shall communicate its rejection in writing and without any delay as well as the Company shall state the reason for its rejection.
- 3.2 The Company acknowledges and accepts that on the date of employment, the CFO holds the below tasks, which the CFO may keep also after the date of employment.

- Member Copenhagen Business School Advisory Board for MSc in Business Economics and Auditing
- Assistant Lecturer at Copenhagen Business School in Business Economics and Auditing
- Chief Executive Officer of the CFO's private holding company, conducting business under the names BioInceptor and Investeringsselskabet GH.

The CFO shall be entitled to make private investments in assets, which are normally the subject of such placement of funds provided that the investment does not entail a controlling influence.

## 4. Duty of confidentiality

- 4.1 The CFO is under an obligation to protect the interests of the Group at all times and may not, except in the proper performance of the CFO's services under this Agreement, disclose any information to any third party regarding the Group's business obtained in the performance of the CFO's services. This restriction does not apply to information which is already publically available or becomes publically available without the CFO's participation. In the event of uncertainty, whether or not certain information may be disclosed, the CFO shall consult the board of directors.

4.2 Upon termination of this Agreement, the CFO shall immediately return all notes, memoranda, documents and records (whether tangible or electronically stored) concerning the business of the Group. The CFO's duty of confidentiality also applies after the termination of his employment.

## 5. Proprietary rights

5.1 All intellectual property rights and know-how, worldwide, including the right to inventions, patentable or not, works protected by copyright, databases, computer software, designs, trademarks or other intellectual property rights and know-how, made or created by the CFO in his employment or during the term of the employment or subsequent to the termination of the employment, in substance as a result of the CFO's employment with the Company, shall exclusively belong to the Company. For the avoidance of doubt, the Company's right shall include, without limitation, the right to use, alter, develop and transfer any inventions, solutions and other intellectual property, material or documents. Unless otherwise provided by mandatory law, the CFO shall not receive any special compensation for the creation of intellectual property rights and know-how referred to in this section.

5.2 The CFO undertakes not to copy for private purposes or otherwise use works protected by copyright or computer programmes belonging to the Company without the Company's prior written consent in each individual case and not to use know-how or material protected by intellectual property rights on the side of his ordinary duties or after termination of the employment without the Company's prior written consent in each individual case.

## 6. Cash Compensation

6.1 The CFO shall receive an annual fixed salary of USD 300,000 converted to a fixed rate to DKK 2,096,820 using the exchange rate prevailing as of December 3, 2015, date of offer, which is paid in arrears by 1/12 per month. The compensation is paid on the last working day of each month. The salary will be reviewed at least annually and may be increased (but not decreased) at any time.

6.2 In addition to his fixed salary, the CFO shall be entitled to an annual incentive cash bonus with a target equal to 50% of his annual base salary upon attainment of certain performance objectives to be agreed upon by the CFO and the Company's board of directors (the "Bonus"). The Bonus will be higher if the performance objectives are exceeded. The attainment of the performance objectives will be determined by the Company's board of directors. The Bonus, if earned, will be payable no later than the later of (i) the fifteenth (15th) day of the third (3rd) month following the close of the Company's fiscal year in which the bonus is earned or (ii) March 15 following the calendar year in which the Bonus is earned. In the event of termination, the CFO shall be entitled to receive any earned but

unpaid Bonus for the year prior to the year of termination. Also, unless the termination is made for cause the CFO shall be entitled to a pro rata Bonus for the year of termination.

6.3 The Company shall not pay any pension contributions to the CFO, however, the CFO shall be entitled to have an amount fixed by the CFO withdrawn from his gross salary paid into a private pension scheme. The choice of pension scheme and the size of the pension contribution is entirely within the CFO's discretion, and the CFO shall ensure that all necessary information regarding the payment of pension contribution is communicated to the accounts department of the Company in order for them to handle the monthly payments.

6.4 The CFO shall receive normal compensation during periods of absence due to sickness.

## 7. Benefits

### Mobile telephone and laptop, Brobizz

7.1 The Company has provided the CFO with a laptop, an ADSL connection a mobile telephone and a Brobizz to the Øresundbridge which the CFO may use also for private purposes.

7.2 At the request of the Company, the CFO shall — in connection with leaving his positions — also where this takes place prior to the expiry of the notice period agreed - return the mobile phone and laptop, and the Company shall be entitled to cease subscription payments for these fringe benefits. The CFO shall be entitled to receive an economic compensation in this connection during the remaining part of the notice period equal to the taxable value of these benefits. The CFO shall not be entitled to exercise any right of retention in the mobile telephone and/or laptop for any claim the CFO may have against the Group.

7.3 Any tax related consequences of the CFO's private use of the above benefits shall be borne solely by the CFO.

7.4 The CFO shall be entitled to keep his current mobile number +45 25 27 47 07.

## 8. Accident insurance

8.1 The Company shall pay the annual premium of a full-time accident insurance for the CFO covering death, disablement and permanent incapacity for work as a result of an accident in Denmark or abroad, in working hours or leisure time and during travel. The insurance shall cover for the amount of DKK 3 million upon death and complete disablement. In case of death, the insurance money shall be paid out to the CFO's nearest relatives or, if there are none, to the CFO's estate.

## **9. Travels, representation and training**

- 9.1 The Company shall refund the CFO all reasonable expenses related to travels and representation in the interest of the Group upon the presentation of bills and in accordance with the Danish tax law for travel, meals, lodging and other relevant expenses.
- 9.2 The CFO shall, no later than at the end of the following month, settle all travel and representation expenses with the Group for the previous month with submission of all the necessary documentation for the expenses and justification of the amounts that they represent.

## **10. Holiday**

- 10.1 The CFO is entitled to 30 working days paid vacation per year including the first year of employment and to one "fixed" working day off with pay on each of 24 December and 31 December. While taking the interest of the Group into consideration, the CFO shall decide, when his holiday shall be taken, and in due time before the holiday is scheduled, the CFO shall obtain approval hereof by the Company's Chief Executive Officer.
- 10.2 The CFO's holiday shall be taken within the calendar year, and accrued but not taken holiday cannot be transferred to the following calendar year. The CFO shall not be entitled to holiday bonus (ferietillæg).
- 10.3 In case of termination, the CFO shall be entitled to take accrued but not taken holiday during the notice period. The CFO is however not entitled to receive holiday pay (feriegodtgørelse), regardless whether the CFO may have accrued holiday which has not been taken during the termination period. Finally, it is noted that the CFO is not subject to the provisions of the Danish Holiday Act.

## **11. Termination**

- 11.1 This Agreement can be terminated by the CFO with six (6) months' notice and by the Company with twelve (12) months' notice. In the event this Agreement is terminated by the Company without cause, the Company shall pay to the CFO his then existing salary, and all benefits set forth in clause 7, for one full year commencing with the day following the final day of the 12 month period.
- 11.2 Notice of termination shall be given in writing and to the end of a month.
- 11.3 This Agreement may be terminated "by cause" by the Company pursuant to the provisions of this clause 11. If the Company's board of directors determines that "cause" exists for termination of the

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CFO's employment, written notice thereof must be given to the CFO describing the state of affairs or fact deemed by the Company's board of directors to constitute such cause. For the purpose of this Agreement, the words "for cause" or "cause" shall be limited to actions on the part of the CFO which constitutes gross negligence or wilful misconduct in performance or non-performance of the CFO's duties or material breach of this Agreement by the CFO as long as such material breach is not caused by the Company. The duties, power and authority of the CFO may also, on a majority vote of the Company's board of directors excluding the CFO if the CFO is then a member of the Company's board of directors, be suspended for a reasonable period of time, but with a continuation of the CFO's full salary, expenses and benefits pursuant to this Agreement, while a determination is made as to whether cause for termination exists.

- 11.4 In the event this Agreement is terminated by the Company for cause, the CFO's entire right to salary and benefits hereunder shall cease upon such termination.

## **12. Special compensation in case of death**

- 12.1 In case the CFO dies during the term of the employment period, the surviving spouse or children under the age of 18, whom the CFO was liable to maintain, shall be entitled to receive compensation stipulated in clause 6.1 above for the month in which the CFO has died and for the following 6 months thereafter. In case the employment would have expired for other reasons than the death of the CFO within the above-mentioned 6 months' period in consequence of the employment having been terminated by the Company or by the CFO prior to the death of the CFO or otherwise, the Company will only be obligated to uphold payment of the special compensation until the date on which the employment would have terminated for other reasons than the death of the CFO.

## **13. Tax**

- 13.1 The CFO shall be responsible for seeking his own advice regarding the tax consequences for the CFO ensuing from entering into this Agreement. The Company shall not be liable towards the CFO for any adverse or unexpected tax consequences and social contribution effects connected with this Agreement or its fulfilment including those resulting from the fact that the CFO is residing in Sweden.

## **14. Insurance**

- 14.1 The Group shall at all times maintain a customary directors' liability insurance (D&O) covering the CFO with a "limit" of no less than DKK 10 million. Should the Company (or another company of the Group) file for registration at any desired stock exchange, the Group will additionally take out a

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customary Public Offering of Securities Insurance (POSI) or equivalent prospectus liability insurance with a limit of no less than USD 10 million covering the CFO. Subject to the same registration, the Company (or the relevant Group company) shall additionally increase the overall limit of liability on the existing D&O insurance up to a limit of not less than USD 10 million.

- 14.2 The CFO is covered by the insurance during his/her tenure with the Company and its affiliates with an additional run-off period of five years thereafter.
- 14.3 Within this period and in case of any personal claims against the CFO, the Company shall not restrict (or if relevant shall procure that the relevant Group company does not restrict) the CFO from reporting any such claim directly to the insurer.
- 14.4 The Company is obligated to report any changes made to the current coverage provided duly to the CFO.

## 15. Governing law and jurisdiction

- 15.1 This Agreement shall be governed by and construed in accordance with Danish Law.
- 15.2 Any dispute between the Company and the CFO concerning the employment relationship established by this Agreement shall be attempted solved by negotiation. In case the Parties are unable to solve the dispute by negotiation, and in case the Parties do not agree on arbitration pursuant to clause 16 below, the dispute shall be solved by the ordinary courts in Denmark.

## 16. Arbitration

- 16.1 In case the Parties agree that the dispute shall be solved by arbitration, clause 16.2, 16.3 and 16.4 below shall apply.
- 16.2 The Parties shall jointly contact The Danish Court of Arbitration (Det Danske Voldgiftsinstitut) requesting that, upon prior discussion with the Parties, it appoints three (3) arbitrators including the Chairman of the arbitration tribunal. If the Parties agree, only one (1) arbitrator shall be appointed. The arbitration tribunal shall have seat in Copenhagen, and the language of the proceeding shall be Danish.
- 16.3 The arbitral hearing and the arbitral award are subject to secrecy for both Parties.

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- 16.4 The arbitration tribunal decides by simple majority and establishes the rules for the proceedings in accordance with the principles of the Danish Arbitration Act (Lov om Voldgift) and the Danish Administration of Justice Act (retsplejeloven). The arbitration tribunal decides how the costs of the arbitration shall be distributed. The arbitration tribunal furthermore decides when the award shall have to be fulfilled, which should usually be no later than two (2) weeks after the award has been delivered.

## 17. Exhibits

- 17.1 Exhibit 2.2: Job description.

## 18. Agreement to amend

- 18.1 The Parties agree to amend the terms of this Agreement once the CFO's US work permit (visa) has been obtained in order to incorporate the CFO's provision of services for the parent company, Y-mAbs Therapeutics, Inc. also.

## 19. Signatures etc.

- 19.1 This Agreement replaces and cancels all existing agreements between the Group and the CFO. This Agreement shall be signed by both Parties, and the original shall be kept by the Company. The CFO shall receive a duplicate copy of the signed contract,

Date: 21/1/2016

Date: 21/1/2016

Y-mAbs Therapeutics A/S  
by/

The CFO

/s/ Claus Møller  
Claus Møller

/s/ Bo Kruse  
Bo Kruse

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### Exhibit 2.2

- Preparation of internal reporting to board and management
- Statutory external reporting
- Oversee accounting area
- Audit
- Budgets, forecast and financial modelling
- Asset management

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RXR HB OWNER LLC,

Landlord

TO

Y-MABS THERAPEUTICS, INC.,

Tenant

Lease

Dated as of January 10<sup>th</sup>, 2018TABLE OF CONTENTS

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**EXHIBITS**

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D	Standard Cleaning Specifications
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**LEASE**, dated as of January 10<sup>th</sup>, 2018, between **RXR HB OWNER LLC** ("Landlord"), a Delaware limited liability company whose address is c/o RXR Realty LLC, 625 RXR Plaza, Uniondale, NY 11556, and **Y-MABS THERAPEUTICS, INC.** ("Tenant"), a Delaware corporation, whose address is 750 Third Avenue, New York, New York 10017, prior to the commencement of the Term, and thereafter Tenant's address shall be that of the Building.

**WITNESSETH:**

WHEREAS, Landlord is willing to lease to Tenant and Tenant is willing to hire from Landlord, on the terms hereinafter set forth, certain space in the office building located at 230 Park Avenue, New York, New York (the "Building") on the land upon which the Building sits (the "Land"; the Land and the Building and all plazas, sidewalks and curbs adjacent thereto are collectively called the "Project").

NOW, THEREFORE, Landlord and Tenant agree as follows:

**ARTICLE 1**

**Basic Lease Terms; Demise; Use**

**1.01 Basic Lease Terms.**

<b>PREMISES</b>	A portion of the 33rd Floor of the Building, substantially as shown on <u>Exhibit B</u> , which Landlord and Tenant agree is conclusively deemed to contain 4,312 rentable square feet.
<b>COMMENCEMENT DATE</b>	The earlier to occur of (a) the date upon which Landlord's Work is deemed to have been substantially completed in accordance with <u>Exhibit E</u> and the Premises are delivered to Tenant, and (b) the date Tenant (or any person claiming by, through or under Tenant) occupies any portion of the Premises for the conduct of business, or performs work therein, if earlier.
<b>RENT COMMENCEMENT DATE</b>	The first day succeeding the Abatement Period.
<b>ABATEMENT PERIOD</b>	The period commencing on the Commencement Date and ending on the earlier to occur of (i) the occurrence of an Event of Default by Tenant hereunder, and (ii) the date which is 380 days immediately following the Commencement Date.
<b>EXPIRATION DATE</b>	The last day of the calendar month in which the day preceding the 5th anniversary of the Rent Commencement Date occurs, as the same may be

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	extended pursuant to <u>Article 9</u> .
<b>TERM</b>	The period commencing on the Commencement Date and ending, unless sooner terminated as herein provided or at law, on the Expiration Date.
<b>PERMITTED USE</b>	Executive, administrative and general offices.
<b>BASE TAX YEAR</b>	The Tax Year commencing on July 1, 2018.
<b>BASE TAX AMOUNT</b>	The sum of the Taxes payable for the Tax Year commencing on July 1, 2018 and ending on June 30, 2019.
<b>BASE OPERATING YEAR</b>	Calendar year 2018.
<b>TENANT'S TAX SHARE</b>	0.3122%.
<b>TENANT'S OPERATING SHARE</b>	0.3197%.
<b>FIXED RENT</b>	For the period commencing on the Commencement Date and ending on the Expiration Date, the rate of \$384,846.00 per annum payable in equal monthly installments of \$32,070.50.
<b>ADDITIONAL RENT</b>	Tax Payments, Operating Payments and all other sums of money, other than Fixed Rent, at any time payable by Tenant under this Lease, all of which Additional Rent shall be deemed to be rent.
<b>RENT</b>	Fixed Rent and Additional Rent, collectively.
<b>SECURITY DEPOSIT</b>	\$128,282.00
<b>BROKER</b>	RXR Property Management LLC

All capitalized terms used in the text of this Lease without definition are defined in this Section 1.01.

**1.02 Lease of Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases the Premises to Tenant and Tenant hereby hires the Premises from Landlord, for the Term.

**1.03 Use.** The Premises shall be used and occupied by Tenant (and its permitted subtenants) solely for the Permitted Use (including such ancillary uses in connection therewith as shall be reasonably required by Tenant in the operation of its business and are customarily permitted by landlords, and engaged in by tenants, in first class office buildings in

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midtown Manhattan); provided, that in no event shall the Premises be used for any of the following: (a) a banking, trust company, or safe deposit business, in each case open for business to the general public, (b) a savings bank, a savings and loan association, or a loan company, in each case open for business to the general public, (c) the sale of travelers' checks and/or foreign exchange, in each case open for business to the general public, (d) a stock brokerage office whose business involves off-the-street retail sales to the general public, (e) a restaurant, bar or for the sale of food or beverages, (f) photographic reproductions and/or offset printing, (g) an employment or travel agency, (h) a school or classroom, (i) medical or psychiatric offices, (j) conduct of an auction, (k) gambling activities, (1) conduct of obscene, pornographic or similar disreputable activities, (m) offices of an agency, department or bureau of the

United States Government, any state or municipality within the United States or any foreign government, or any political subdivision of any of them, (n) offices of any charitable, religious, union or other not-for-profit organization, (o) offices of any tax exempt entity within the meaning of Section 168(h) (2) of the Internal Revenue Code of 1986, as amended, or any successor or substitute statute, or rule or regulation applicable thereto, or (p) for any use which is prohibited under an existing lease for space in the Building. The Premises shall not be used for any purpose which would tend to lower the first-class character of the Building, create unreasonable or excessive elevator or floor loads, impair or interfere with any of the Building operations or the proper and economic heating, ventilation, air-conditioning, cleaning or other servicing of the Building, constitute a public or private nuisance, interfere with, annoy or disturb any other tenant or Landlord, or impair the appearance or value of the Building

## ARTICLE 2

### **Rent**

**2.01 Fixed Rent.** Fixed Rent shall be payable by Tenant in advance on the Commencement Date and on or before the first day of each calendar month thereafter; provided, that Tenant shall pay, upon the execution and delivery of this Lease by Tenant, \$32,070.50 to be applied against the first full monthly installment of Fixed Rent; and provided further, that if the Commencement Date is not the first day of a month, then Fixed Rent for the month in which the Commencement Date occurs shall be prorated and paid on the Commencement Date. Notwithstanding anything to the contrary contained above, provided Tenant is not in default beyond applicable notice, grace and cure periods under the terms of this Lease at any time during the Abatement Period, then Tenant shall not be required to pay Fixed Rent accruing during the Abatement Period. If during the initial term of this Lease an Event of Default shall occur and Landlord terminates the Lease as a result thereof then this Section 2.01 shall be deemed null and void and the unamortized portion of such abated rent hereunder shall immediately be paid by Tenant to Landlord.

**2.02 Tax Payments.** (a) "Base Tax Amount" is defined in Article 1 above.

(b) "Taxes" means (i) the real estate taxes, vault taxes, assessments and special assessments levied, assessed or imposed upon or with respect to the Project by any federal, state, municipal or other government or governmental body or authority, including, without limitation, dues, levies or charges paid to any business improvement district or similar

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organization or to any entity on behalf of such an organization ("BID Taxes"), (ii) all taxes assessed or imposed with respect to the rentals payable under this Lease other than general income and gross receipts taxes; provided, that any such tax shall exclude Commercial Rent or Occupancy Taxes imposed pursuant to Title 11, Chapter 7 of the New York City Administrative Code so long as such tax is required to be paid by Tenants directly to the taxing authority and (iii) any expenses incurred by Landlord in contesting such taxes or assessments and/or the assessed value of the Project, which expenses shall be allocated to the Tax Year to which such expenses relate. If at any time the method of taxation shall be altered so that in lieu of or as an addition to or as a substitute for, the whole or any part of such real estate taxes, assessments and special assessments now imposed on real estate, there shall be levied, assessed or imposed (x) a tax, assessment, levy, imposition, fee or charge wholly or partially as a capital levy or otherwise on the rents received therefrom, or (y) any other such substitute tax, assessment, levy, imposition, fee or charge, including without limitation, business improvement district and transportation taxes, fees and assessments, then all such taxes, assessments, levies, impositions, fees or charges or the part thereof so measured or based shall be included in "Taxes". If the owner, or lessee under a Superior Lease, of all or any part of the Building and/or the Land is an entity exempt from the payment of taxes described in clauses (i) and (ii), there shall be included in "Taxes" the taxes described in clauses (i) and (ii) which would be so levied, assessed or imposed if such owner or lessee were not so exempt and such taxes shall be deemed to have been paid by Landlord on the dates on which such taxes otherwise would have been payable if such owner or lessee were not so exempt. Except as permitted in this Section 2.02(b), "Taxes" shall not include any franchise, capital stock or transfer tax.

(c) "Tax Year" means each period of 12 months, commencing on the first day of July of each such period, in which occurs any part of the Term, or such other period of 12 months occurring during the Term as hereafter may be adopted as the fiscal year for real estate tax purposes of the City of New York.

(d) If Taxes for any Tax Year, including the Tax Year in which the Commencement Date occurs, shall exceed the Base Tax Amount, Tenant shall pay to Landlord (each, a "Tax Payment") within ten (10) days after demand, Tenant's Tax Share of the amount by which Taxes for such Tax Year are greater than the Base Tax Amount. Landlord may furnish to Tenant, prior to the commencement of each Tax Year, a statement setting forth Landlord's reasonable estimate of the Tax Payment for such Tax Year, and in such event, Tenant shall pay to Landlord on the first day of each month during such Tax Year, an amount equal to 1/12th of Landlord's estimate of the Tax Payment for such Tax Year. If Landlord shall not furnish any such estimate for a Tax Year or if Landlord shall furnish any such estimate for a Tax Year subsequent to the commencement thereof, then (i) until the first day of the month following the month in which such estimate is furnished to Tenant, Tenant shall pay to Landlord on the first day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this Section 2.02(d) in respect of the last month of the preceding Tax Year; (ii) after such estimate is furnished to Tenant, Landlord shall notify Tenant whether the installments of the Tax Payment previously made for such Tax Year were greater or less than the installments of the Tax Payment to be made in accordance with such estimate, and (x) if there is a deficiency, Tenant shall pay the amount thereof within 10 days after demand therefor, or (y) if there is an overpayment, Landlord shall refund to Tenant the amount thereof, provided no Event of Default

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then exists; and (iii) on the first day of the month following the month in which such estimate is furnished to Tenant and monthly thereafter throughout such Tax Year, Tenant shall pay to Landlord an amount equal to 1/12th of the Tax Payment shown on such estimate. Landlord may, during each Tax Year, furnish to Tenant a revised statement of Landlord's estimate of the Tax Payment for such Tax Year, and in such case, the Tax Payment for such Tax Year shall be adjusted and paid or refunded as the case may be, substantially in the same manner as provided in the preceding sentence. After the end of each Tax Year Landlord shall furnish to Tenant a statement of Tenant's Tax Payment for such Tax Year (and shall endeavor to do so within 180 days after the end of each Tax Year). If such statement shall show that the sums paid by Tenant, if any, under this Section 2.02(d) exceeded the Tax Payment to be paid by Tenant for the applicable Tax Year, Landlord shall refund to Tenant the amount of such excess; and if such statement shall show that the sums so paid by Tenant were less than the Tax Payment to be paid by Tenant for such Tax Year, Tenant shall pay the amount of such deficiency within 10 days after demand therefor. If there shall be any increase in the Taxes for any Tax Year, whether during or after such Tax Year, or if there shall be any decrease in the Taxes for any Tax Year, the Tax Payment for such Tax Year shall be appropriately adjusted and paid or refunded, as the case may be, in accordance herewith. In no event, however, shall Taxes be reduced below the Base Tax Amount.

(e) If Landlord shall receive a refund of Taxes for any Tax Year in which Taxes exceeded the Base Tax Amount, Landlord shall pay to Tenant Tenant's Tax Share of the net refund (after deducting from such refund the costs and expenses of obtaining the same, including, without limitation, appraisal, accounting and legal fees, to the extent that such costs and expenses were not included in the Taxes for such Tax Year); provided, that such payment to Tenant shall in no event exceed Tenant's Tax Payment paid for such Tax Year.

(f) If the Taxes comprising the Base Tax Amount are reduced as a result of an appropriate proceeding or otherwise, the Taxes as so reduced shall for all purposes be deemed to be the Base Tax Amount and Landlord shall notify Tenant of the amount by which the Tax Payments previously made were less than the Tax Payments required to be made under this Section 2.02, and Tenant shall pay the deficiency within 10 days after demand therefor.

### **2.03 Operating Payments.**

(a) "Operating Expenses" shall mean any or all expenses incurred by Landlord in connection with the operation, maintenance, management and repair of the Building, including all expenses incurred as a result of Landlord's compliance with any of its obligations hereunder and such expenses shall include: (i) salaries, wages, medical, surgical and general welfare benefits (including group life insurance), pension payments and other fringe benefits of employees of Landlord engaged in the operation and maintenance of the Building; (ii) payroll taxes, worker's compensation, uniforms and dry cleaning for the employees referred to in subdivision (i); (iii) the cost of all building and cleaning supplies for the Building and charges for telephone for the Building; (iv) the cost of all charges for management, security, cleaning and service contracts for the Building and fire and police protection and other security services; (v) the cost of rentals of capital equipment designed to result in savings or reductions in Operating Expenses, (vi) the cost incurred which are non-capital expenditures, in connection with the

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maintenance and repair of the Building; (vii) expenditures for capital repairs, improvements and replacements (1) which under generally accepted accounting principles as applied to real estate practice are expensed or regarded as deferred expenses, or (2) which are required by any law or insurance requirement, or (3) which are designed to result in a saving in the amount of Operating Expenses, in any of such cases the cost thereof shall be included in Operating Expenses for the Operating Year in which the costs are incurred and subsequent Operating Years, amortized on a straight line basis, over the useful life thereof as determined in accordance with generally accepted accounting principles consistently applied (except that, with respect to a capital improvement which is of the type specified in clause (3), such cost shall be amortized over such period of time as Landlord reasonably estimates such savings in Operating Expenses will equal Landlord's cost for such capital improvement but in no event in excess of the amount of savings actually realized in any Operating Year), with an interest factor in any of such cases equal to the Interest Rate (as hereinafter defined) at the time Landlord incurred said expenditure, (viii) costs incurred in keeping the Building supervised, drained, reasonably free of snow, ice, rubbish and other obstructions; (ix) costs incurred for the maintenance of any and all fire protection systems servicing the Building; (x) trash removal costs; (xi) the rental value of Landlord's Building office and any other premises in the Building utilized by the personnel of either Landlord, Landlord's Affiliates or Landlord's contractors, in connection with the repair, replacement, maintenance, operation and/or security thereof, and all office expenses, such as telephone, utility, stationery and similar expenses incurred in connection therewith; (xii) the cost of all interior and exterior landscaping and all temporary exhibitions located at or within the Project, (xiii) management fees; and (xiv) all other fees, costs, charges and expenses properly allocable to the repair, replacement, maintenance, operation and/or security of the Project, in accordance with then prevailing customs and practices of the real estate industry in the Borough of Manhattan, City of New York. Landlord may use related or affiliated entities to provide services (including management services) or furnish materials for the Building provided such entities charge competitive rates based on an arms-length transaction. Provision in this lease for an expense to be Landlord's cost or expense (or sole cost or expense) shall not affect the inclusion thereof, to the extent provided above, in Operating Expenses. Operating Expenses shall exclude or have deducted from them, as the case may be, and as shall be appropriate:

1. leasing and brokerage commissions in connection with leases of space in the Building;
2. the cost of any electricity furnished to the Premises or any other space leased in the Building;
3. any cost to the extent Landlord is reimbursed therefor out of insurance proceeds or otherwise (other than by means of operating expense reimbursement provisions contained in the leases of other Tenants);
4. advertising and promotional expenditures and any other expense incurred in connection with the renting of space;
5. depreciation of the Building, equipment or other improvements;

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6. mortgage or other interest and/or debt service; ground rents or any other payments under any superior leases;
  7. Taxes;
  8. lease takeover costs and related expenses;
  9. the cost of performing work or furnishing services to or for any tenant other than Tenant, at Landlord's expense, to the extent such work or service is materially in excess of any work or service Landlord is obligated to provide to Tenant or generally to other tenants in the Building at Landlord's expense;
  10. Insurance Expenses; and
  11. Utility Expenses.

(b) “Insurance Expenses” shall mean any or all expenses incurred by Landlord in connection with insurance for the Project, including insurance against damage or loss to the Project from such hazards as Landlord shall determine, including insurance covering loss of rent attributable to any such hazards, casualty, fidelity, liability insurance, rent loss insurance, terrorism and environmental and other Project insurance coverages.

(c) “Utility Expenses” shall mean any or all expenses incurred by Landlord in connection with steam, heat, ventilation, air conditioning, gas, water (including sewer rental), electricity and all other utilities furnished to the Building and/or used in the operation of all of the service facilities of the Project (including applicable taxes fees, and charges) and not paid for directly by tenants (other than pursuant to a similar operating expense provision).

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If during all or part of the Base Operating Year or any other Operating Year, Landlord shall not furnish any particular item(s) of work or service (which would otherwise constitute an Operating Expense, Insurance Expense or Utility Expense hereunder) to office portions of the Building due to the fact that (i) such portions are not occupied or leased, (ii) such item of work or service is not required or desired by the tenant of such portion, or (iii) such tenant is itself obtaining and providing such item of work or service, then, for the purposes of computing Operating Expenses, Insurance Expenses and Utility Expenses, the amount for such item and for such period shall be deemed to be increased by an amount equal to the additional costs and expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such item of work or services to such portion of the Building or to such tenant. In addition, in determining the amount of Operating Expenses for the Base Operating Year and any other Operating Year, if less than 100% of the Building rentable area is occupied by tenants at any time during the Base Operating Year or any other Operating Year, Operating Expenses for such Operating Year shall be an amount equal to the like expenses which would normally be expected to be incurred had such occupancy been 100% throughout the Operating Year, in question, subject to the adjustment set forth above in this paragraph.

(d) “Base Operating Year” shall have the meaning ascribed to it be in Article 1 above.

(e) “Insurance Expense Base” shall mean Insurance Expenses for the Base Operating Year.

(f) “Operating Expense Base” shall mean Operating Expenses for the Base Operating Year.

(g) “Operating Year” shall mean each calendar year during the Term hereof.

(h) “Tenant’s Projected Share of Insurance Expenses” shall mean Landlord’s estimate of Tenant’s Insurance Expense Payment (as hereinafter defined), if any, for the ensuing Operating Year divided by twelve (12) and payable monthly by Tenant to Landlord as Additional rent.

(i) “Tenant’s Projected Share of Operating Expenses” shall mean Landlord’s estimate of Tenant’s Operating Payment (as hereinafter defined), if any, for the ensuing Operating Year divided by twelve (12) and payable monthly by Tenant to Landlord as Additional rent.

(j) “Tenant’s Projected Share of Utility Expenses” shall mean Landlord’s estimate of Tenant’s Utility Expense Payment (as hereinafter defined), if any, for the ensuing Operating Year divided by twelve (12) and payable monthly by Tenant to Landlord as Additional rent.

(k) “Tenant’s Operating Share” shall have the meaning ascribed to it be in Article 1 above.

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(l) “Utility Expense Base” shall mean Utility Expenses for the Base Operating Year.

(m) After the expiration of the Base Operating Year, Landlord shall furnish Tenant a statement setting forth the aggregate amount of the Operating Expenses, Insurance Expenses and Utility Expenses for the Base Operating Year. After the expiration of each Operating Year after the Base Operating Year, Landlord shall furnish Tenant a statement setting forth the aggregate amount of the Operating Expenses, Insurance Expenses and Utility Expenses for such Operating Year. The statement furnished under this Section 2.03 is hereinafter referred to as an “Operating Statement.”

(n) If (a) the Operating Expenses for any Operating Year shall be more than the Operating Expense Base, and/or (b) the Insurance Expenses for any Operating Year shall be more than the Insurance Expense Base, and/or (c) the Utility Expenses for any Operating Year shall be more than the Utility Expense Base, Tenant shall pay, as Additional Rent for such Operating Year, an amount equal to Tenant’s Operating Share of the amount by which the (x) Operating Expenses for such Operating Year are greater than the Operating Expense Base (the “Operating Payment”), and (y) Insurance Expenses for such Operating Year are greater than the Insurance Expense Base (the “Insurance Expense Payment”), and (z) Utility Expenses for such Operating Year are greater than the Utility Expense Base (the “Utility Expense Payment”). The Operating Payment, Insurance Expense Payment and Utility Expense Payment shall be prorated, if necessary, to correspond with that portion of an Operating Year occurring within the term of this lease. The Operating Payment, Insurance Expense Payment and Utility Expense Payment shall be payable by Tenant within fifteen (15) days after receipt of the Operating Statement.

(o) Commencing with the first Operating Year after the Base Operating Year and each Operating Year thereafter, Tenant shall pay to Landlord as Additional Rent for the then Operating Year, Tenant’s Projected Share of Operating Expenses, Tenant’s Projected Share of Insurance Expenses and Tenant’s Projected Share of Utility Expenses. If the Operating Statement furnished by Landlord to Tenant at or after the end of the then Operating Year shall indicate that (a) Tenant’s Projected Share of Operating Expenses exceeded the Operating Payment, (b) Tenant’s Projected Share of Insurance Expenses exceeded the Insurance Expense Payment, and/or (c) Tenant’s Projected Share of Utility Expenses exceeded the Utility Expense Payment, and Tenant is not in breach or default of its obligation to pay any fixed rent or Additional Rent and no Event of Default then exists, then Landlord shall, at Landlord’s option, either (x) pay the amount of excess directly to Tenant within thirty (30) days after Landlord furnishes the Operating Statement to Tenant or (y) permit Tenant to credit the amount of such excess against the subsequent payment of fixed rent or the Tenant’s Projected Share of Operating Expenses, Tenant’s Projected Share of Insurance Expenses or Tenant’s Projected Share of Utility Expenses due hereunder, as of the case may be, for the excess payment in question (less any other rent amounts then due Landlord), and; if such Operating Statement furnished by Landlord to Tenant hereunder shall indicate that the Operating Payment exceeded Tenant’s Projected Share of Operating Expenses, and/or the Insurance Expense Payment exceeded Tenant’s Projected Share

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pay the amount of such excess to Landlord within fifteen (15) days after Landlord furnishes such Operating Statement to Tenant.

(p) Anything in this Section 2.03 to the contrary notwithstanding, in the event that any Superior Mortgagee or Superior Lessor (as such terms are defined in Section 6.01 hereof) shall require advance payments from Landlord on account of Operating Expenses, Insurance Expenses and/or Utility Expenses, then Tenant will pay Tenant's Proportionate Operating Share of any amounts on account of Operating Expenses, Insurance Expenses and Utility Expenses required to be paid or deposited in advance by Landlord to or with the holder of the superior mortgage or the lessor of the superior lease. Any payments to be made by Tenant under this Section 2.03(p) shall be made at least thirty (30) days prior to the date Landlord is required to make such payments to the holder of the superior mortgage or the lessor of the superior lease.

(q) Any accounting by Landlord respecting Operating Expenses, Insurance Expenses and/or Utility Expenses pursuant to this Section 2.03 shall be binding and conclusive upon Tenant unless within ninety (90) days after the giving by Landlord of the applicable accounting statement Tenant shall notify Landlord that Tenant disputes the correctness of such accounting, specifying the particular respects in which the accounting is claimed to be incorrect. Tenant may, at Tenant's sole cost and expense, undertake an audit of such of Landlord's books as are directly relevant to the Operating Expense, Insurance Expense and/or Utility Expense accounting for the Operating Year in question, provided and on condition that (i) Tenant is not in breach or default of its obligation to pay any fixed rent or additional rent and no Event of Default then exists, (ii) Tenant has made all payments of Tenant's Share of Operating Expenses, Tenant's Share of Insurance Expenses and Tenant's Share of Utility Expenses billed or invoiced by Landlord as of the date of the audit, (iii) the audit is performed by an independent "Big Four" Certified Public Accounting firm reasonably approved by Landlord and whose fee or other compensation is fixed by contract and is in no manner computed or determined based upon the results of the audit, (iv) both Tenant and its designated Certified Public Accountants execute and deliver to Landlord a confidentiality agreement in form and substance reasonably acceptable to Landlord whereby such parties expressly agree to maintain the results of such audit in strict confidence, and (v) such audit is commenced and completed and the results thereof delivered to Landlord within ninety (90) days following the date Landlord makes its books available to Tenant. If Tenant fails to timely deliver a dispute notice to Landlord within the requisite ninety (90) day period, or fails to complete its audit and deliver the results thereof to Landlord within such ninety (90) day period, then, in either of such events, Landlord's accounting shall be binding and conclusive upon Tenant for all purposes of this Lease. If such dispute has not been settled by mutual agreement of the parties, either party may submit the dispute to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association within sixty (60) days after the date Tenant delivers the results thereof to Landlord. The decision of the arbitrators shall be final and binding on Landlord and Tenant and judgment thereon may be entered in any court of competent jurisdiction. Pending resolution by agreement or arbitration, Tenant shall make all payments shown by such accounting, without prejudice to Tenant's position.

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(r) Landlord's failure during the lease term to prepare and deliver any of the demands, tax bills, notices of assessment, statements, other notices or other bills set forth in Sections 2.02 or Section 2.03, or Landlord's failure to make a demand, shall not in any way cause Landlord to forfeit or surrender its rights to collect any of the foregoing items of Additional Rent which may have become due during the term of this lease, unless such failure continues for more than three (3) years after the expiration of the applicable Operating Year or Tax year, in question, without the need for follow-up or additional information or statement modifications being needed as a result of new information, mistakes in or changes to any such prior information or statements provided.

(s) Tenant shall pay to Landlord as Additional Rent, any occupancy tax or rent tax imposed, levied or assessed by any laws and/or requirements of public authorities, whether now in effect or hereafter enacted, if payable by Landlord in the first instance or hereafter required to be paid by Landlord based upon Tenant's occupancy of the Premises; provided, however, that Tenant shall not be required to pay any income, franchise, profits or similar taxes personal to Landlord, except as otherwise provided in Section 2.02 hereof.

**2.04 Tax and Operating Provisions.** (a) In any case provided in Section 2.02 or 2.03 in which Tenant is entitled to a refund, Landlord may, in lieu of making such refund, credit against future installments of Rent any amounts to which Tenant shall be entitled. Nothing in this Article 2 shall be construed so as to result in a decrease in the Fixed Rent. If this Lease shall expire before any such credit shall have been fully applied, then (provided Tenant is not in default under this Lease) Landlord shall refund to Tenant the unapplied balance of such credit, provided no Event of Default then exists.

(b) Except as expressly provided in Section 2.03(r) above, Landlord's failure to render or delay in rendering a Landlord's Statement with respect to any Operating Year or any component of the Operating Payment shall not prejudice Landlord's right to thereafter render a Landlord's Statement with respect to any such Operating Year or any such component, nor shall the rendering of a Landlord's Statement for any Operating Year prejudice Landlord's right to thereafter render a corrected Landlord's Statement for such Operating Year. Landlord's failure to render or delay in rendering any statement with respect to any Tax Payment or installment thereof shall not prejudice Landlord's right to thereafter render such a statement, nor shall the rendering of a statement for any Tax Payment or installment thereof prejudice Landlord's right to thereafter render a corrected statement therefor.

(c) Landlord and Tenant confirm that the computations under this Article 2 are intended to constitute a formula for agreed rental escalation and may or may not constitute an actual reimbursement to Landlord for Taxes and other costs and expenses incurred by Landlord with respect to the Project. If the Building shall be condominiumized, then Tenant's Operating Payments and Tax Payments shall, if necessary, be equitably adjusted such that Tenant shall thereafter continue to pay the same share of the Taxes and Operating Expenses of the Building as Tenant would pay in the absence of such condominiumization.

(d) Each Tax Payment in respect of a Tax Year, and each Operating Payment in respect of an Operating Year, which begins prior to the Commencement Date or ends after the expiration or earlier termination of this Lease, and any tax refund pursuant to Section

2.02(e), shall be prorated to correspond to that portion of such Tax Year or Operating Year occurring within the Term. Notwithstanding the foregoing, no such Tax Payment or Operating Payment, Insurance Payment or Utility Expense Payment shall be due prior to the first anniversary of the Commencement Date.

**2.05 Electric Charges.** (a) Tenant's demand for, and consumption of, electricity serving the Premises shall be determined by meter or meters installed (or, if existing, retrofitted) by Landlord. Tenant shall pay for such electric consumption from and after the Commencement Date within 15 days after rendition of bills therefor, which bills shall be rendered by or on behalf of Landlord separately for each meter.

(b) The amount payable by Tenant per "KW" and "KWH" for electricity consumed within the Premises shall be 107% of the amount (as adjusted from time to time, "Landlord's Rate") at which Landlord from time to time purchases each KW and KWH of electricity for the same period from the utility company and/or alternate providers (including, without limitation, all surcharges, taxes, fuel adjustments, market supply and market adjustment charges, taxes passed on to consumers by the public utility, and other sums payable in respect thereof), plus all surcharges, taxes and other sums payable in respect of Landlord's sale of electricity to Tenant.

(c) If the Commencement Date shall occur prior to the installation of meters in the Premises, then Tenant shall pay \$3.50 (\$1.50 during the period of Tenant's construction of Tenant's Initial Work to the Premises) per rentable square foot of space in the Premises per annum (the "Interim Electric Charge"), on account of Tenant's use of electricity in the Premises for the period commencing on the Commencement Date and ending on the date that the meters measuring Tenant's consumption of electricity in the Premises are installed and are operational. The Interim Electric Charge shall be paid by Tenant monthly within 10 days after submission of a bill therefor.

(d) At Landlord's option, Landlord shall furnish and install all replacement lighting, tubes, lamps, bulbs and ballasts required in the Premises, and Tenant shall pay to Landlord or its designated contractor upon demand Landlord's then established reasonable charges therefor.

**2.06 Manner of Payment.** Tenant shall pay all Rent as the same shall become due and payable under this Lease (a) in the case of Fixed Rent and recurring Additional Rent, by wire transfer of immediately available federal funds as directed by Landlord, and (b) in the case of all other sums, either by wire transfer as aforesaid or by check (subject to collection) drawn on a bank that clears through The Clearing House Payments Company L.L.C., in each case at the times provided herein without notice or demand and without setoff or counterclaim. All Rent shall be paid in lawful money of the United States to Landlord at its office or such other place as Landlord may from time to time designate. If Tenant fails timely to pay any Rent by the due date thereof, then (A) Tenant shall pay interest thereon from the date when such Rent became due to the date of Landlord's receipt thereof at the lesser of (i) 1% per month and (ii) the maximum rate permitted by law and (B) Tenant shall pay a monthly late charge equal to five (5%) of said outstanding amount for each such month not paid, until the outstanding Rent has been fully paid, provided however, no such interest and late payment charge shall accrue on the

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first such late payment of Rent in a twelve (12) month period if same is paid within five (5) days after its due date. Any Additional Rent for which no due date is specified in this Lease shall be due and payable on the 10th day after the date of invoice. All bills, invoices and statements rendered to Tenant with respect to this Lease shall be binding and conclusive on Tenant.

**2.07 Security.** (a) Tenant shall deliver to Landlord upon execution hereof by Tenant, as security for the performance of Tenant's obligations under this Lease, either an unconditional, clean, irrevocable letter of credit in the amount of \$128,282.00 ("Security Deposit Amount") in the form annexed hereto as Exhibit G and issued by a bank reasonably satisfactory to Landlord (the "Letter of Credit") or a cash security deposit by certified check or wire transfer in the amount of the Security Deposit Amount (the "Cash Security"). The Letter of Credit shall provide that it is assignable by Landlord without charge and shall either (i) expire on the date which is 60 days after the expiration or earlier termination of this Lease (the "LC Date") or (ii) be automatically self-renewing until the LC Date. If any Letter of Credit is not renewed at least 60 days prior to the expiration thereof or if Tenant holds over in the Premises without the consent of Landlord after the expiration or termination of this Lease, Landlord may draw upon the Letter of Credit and hold the proceeds thereof as security for the performance of Tenant's obligations under this Lease. Landlord may draw on the Letter of Credit (or the proceeds thereof) and/or the Cash Security to remedy defaults by Tenant in the payment or performance of any of Tenant's obligations under this Lease (including, without limitation, (i) any sum which Landlord may expend or may be required to expend by reason of Tenant's default, and/or (ii) any damages to which Landlord is entitled pursuant to this Lease, whether such damages accrue before or after summary proceedings or other reentry by Landlord). If Landlord shall have so drawn upon the Letter of Credit (or the proceeds thereof) and/or Cash Security, Tenant shall, within five (5) days of demand, deposit with Landlord a sum equal to the amount so drawn by Landlord. The failure to make such deposit within such five (5) day period shall be deemed an Event of Default hereunder. Landlord shall not be required to deposit the Cash Security into an interest bearing account.

(b) Provided Tenant is not in default under this Lease and Tenant has surrendered the Premises to Landlord in accordance with all of the terms and conditions of this Lease, on or before the LC Date: (i) Landlord shall return to Tenant the Letter of Credit (or the proceeds thereof) and/or Cash Security then held by Landlord or (ii) if Landlord shall have drawn upon such Letter of Credit (or the proceeds thereof) and/or Cash Security to remedy defaults by Tenant in the payment or performance of any of Tenant's obligations under this Lease, Landlord shall return to Tenant that portion, if any, of the proceeds of the Letter of Credit and/or Cash Security remaining in Landlord's possession.

(c) Upon a sale or other transfer of the Land or the Building (or both), Landlord shall transfer the Letter of Credit or the cash proceeds and/or Cash Security to its transferee. With respect to the Letter of Credit, within 5 days after notice of such transfer, Tenant, at its sole cost, shall (if required by Landlord) arrange for the transfer of the Letter of Credit to the new landlord, as designated by Landlord in the foregoing notice or have the Letter of Credit reissued in the name of the new landlord. Upon such transfer of the Security Deposit, Tenant shall look solely to the new landlord for the return of the Security Deposit (or remaining portion thereof) and thereupon Landlord shall without any further agreement between the parties

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be released by Tenant from all liability therefor, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord. Tenant shall not assign or encumber or attempt to assign or encumber the Security Deposit and neither Landlord nor its successors or assigns shall be bound by any such action or attempted assignment, or encumbrance.

**ARTICLE 3**

## Landlord Covenants

**3.01 Landlord Services.** From and after the date that Tenant first occupies the Premises for the conduct of Tenant's business, but not earlier than the Commencement Date, Landlord shall furnish Tenant with the following services (collectively, "Landlord Services"):

(a) heat, ventilation and air-conditioning to the Premises during Business Hours on each Business Day and upon reasonable prior written request from Tenant, from 8:00 a.m. to 1:00 p.m. on Saturdays which are not a Holiday for reasonably comfortable occupancy of the Premises, subject to Tenant's compliance with design conditions, including occupancy and electric load criteria established by Landlord during the applicable heating and cooling seasons as determined by Landlord from time to time (which heating season is from on or about October 16 to on or about May 14 and which cooling season is from on or about May 15 to on or about October 15); if Tenant shall require heat, ventilation or air conditioning services at any other times, Landlord shall use all reasonable efforts to furnish such service (i) in the case of a Business Day, upon receiving notice from Tenant by noon of such Business Day and (ii) in the case of a day other than a Business Day, upon receiving notice from Tenant by noon of the immediately preceding Business Day, and Tenant shall pay to Landlord upon demand Landlord's then established charges therefor which, as of the date of this Lease are \$515.00 per hour, subject to increase from time to time by Landlord, plus applicable sales tax; provided, that there shall be a minimum charge of 4 hours for any period of additional service that neither immediately precedes nor immediately follows the standard hours first set forth above in this Section 3.01(a);

(b) (i) passenger elevator service to each floor of the Premises at all times during Business Hours on Business Days, with at least one passenger elevator subject to call at all other times, subject to Unavoidable Delay, repairs, and Building Rules and Regulations, and (ii) freight elevator and loading dock service to the Premises on a first come-first served basis (i.e., no advance scheduling) on Business Days from 8:00 a.m. to 5:00 p.m. (excluding a 1 hour lunch break), and on a reserved basis at all other times upon the payment of Landlord's then established charges therefor which, as of the date of this Lease are \$190.00 per hour, subject to increase from time to time by Landlord, plus applicable sales tax; provided, that there shall be a minimum charge of 4 hours for any period of additional service that neither immediately precedes nor immediately follows the standard hours first set forth above in this Section 3.01(b)(ii); Tenant's use of all elevators shall be on a non-exclusive basis; notwithstanding anything to the contrary contained herein, Tenant shall not incur a charge for the first twelve (12) hours of overtime freight elevator use booked by Tenant or used by Tenant (if not so booked, but subject to a minimum four (4) hours of usage) for Tenant's initial move-in to the Premises, subject to the Building rules and regulations related to such freight elevator use;

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(c) reasonable quantities of tepid and cold water to the floor(s) on which the Premises are located for core lavatory and cleaning purposes only; if Tenant requires water for any other purpose, Landlord shall furnish cold water at the Building core riser through a capped outlet located on the floor on which the Premises is located (within the core of the Building), and the cost of heating such water, as well as the cost of piping and supplying such water to the Premises, shall be paid by Tenant; Landlord may install and maintain, at Tenant's expense, meters to measure Tenant's consumption of water for such other purposes in which event Tenant shall reimburse Landlord on demand for the quantities of water shown on such meters, at Landlord's cost therefor (including costs for sewer rents and taxes) plus 5%;

(d) electric energy on a submetered basis through presently installed electric facilities for Tenant's reasonable use of lighting and other electrical fixtures, appliances and equipment in the amount not to exceed 5 watts per usable square feet, on a connected load basis, or at Landlord's sole discretion, at higher voltage providing equivalent capacity (exclusive of the base Building HVAC system); in no event shall Tenant's consumption of electricity exceed the capacity of existing feeders to the Building or the risers or wiring serving the Premises, nor shall Tenant be entitled to any unallocated power available in the Building unless, in Landlord's judgment (taking into account the then existing and future needs of other then existing and future tenants, and other needs of the Building), the same is available and necessary for Tenant's use, and if Landlord shall provide any such additional power, Tenant shall pay Landlord upon demand its then established connection charge for each additional amp of power or portion thereof provided to the Premises and the cost of installing additional risers, meters, switches and related equipment necessary to provide such additional power;

(e) cleaning services on Business Days in accordance with Exhibit D attached hereto. Tenant shall pay to Landlord on demand the costs incurred by Landlord for (i) extra cleaning work in the Premises required because of (A) carelessness, indifference, misuse or neglect on the part of Tenant, its subtenants or their respective employees or visitors, (B) interior glass partitions or an unusual quantity of interior glass surfaces, (C) non standard materials or finishes installed in the Premises and/or (D) the use of the Premises other than during Business Hours on Business Days, and (ii) removal from the Premises and the Building of any refuse of Tenant in excess of that ordinarily accumulated in business office occupancy, including, without limitation, kitchen and pantry refuse, or at times other than Landlord's standard cleaning times. Notwithstanding the foregoing, Landlord shall not be required to clean any portions of the Premises used for preparation, serving or consumption of food or beverages (other than standard office cleaning to the extent part of Landlord's base Building cleaning contract in small office type pantry areas), training rooms, trading floors, data processing or reproducing operations, private lavatories or toilets or other special purposes requiring greater or more difficult cleaning work than office areas and Tenant shall retain Landlord's cleaning contractor at Tenant's expense to perform such cleaning and any other cleaning services in excess of those provided for in Exhibit D. Landlord's cleaning contractor shall have access to the Premises after 6:00 p.m. and before 8:00 a.m. and shall have the right to use, without charge therefor, all light, power and water in the Premises reasonably required to clean the Premises; and

(f) if requested by Tenant prior to occupancy of the Premises, in writing, an amount of condenser water that Landlord reasonably determines is available and

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adequate for customary office occupancy of the Premises not to exceed five(5) tons ("Maximum Capacity") of condenser water for Tenant's supplemental HVAC system. Tenant shall perform all necessary work and install all required equipment to permit Tenant to tap into Landlord's condenser water riser on the floor on which the Premises is located. Tenant shall pay to Landlord a fee of \$1,500 per tap and all connection costs and shall pay an annual charge for Tenant's usage of condenser water an amount equal to the then charge for same established by Landlord per connected ton of Maximum Capacity per annum, subject to increase from time to time by Landlord, which amount shall be payable within 10 days after rendition of a bill therefor. If Tenant fails to utilize any quantity of condenser water for 180 days or more in a one year period, Landlord shall have the right upon notice to Tenant to irrevocably reduce the number of tons of condenser water to which Tenant is entitled by the number of such unutilized tons, in which case Landlord shall only charge Tenant for such lower number of tons of condenser water.

**3.02 General Service Provisions.** (a) Landlord may stop or interrupt any Landlord Service, electricity, or other service and may stop or interrupt the use of any Building facilities and systems at such times as may be necessary and for as long as may reasonably be required by reason of accidents, strikes, or the making of repairs, alterations or improvements, or inability to secure a proper supply of fuel, gas, steam, water, electricity, labor or supplies, or by reason of any other cause beyond the reasonable control of Landlord. Landlord may modify the delivery and scope of any Building services if required by reason of any Laws. Landlord shall have no liability to Tenant by reason of any stoppage, interruption or modification of any Landlord Service, electricity or other service or the use of any Building facilities and systems for any reason. Landlord shall use reasonable diligence (which shall not include incurring overtime charges) to make such repairs as may be required to machinery or equipment within Landlord's control to provide restoration of any Landlord Service and, where the cessation or interruption of such Landlord Service has occurred due to circumstances or conditions beyond Landlord's control, to cause the same to be restored by diligent application or request to the provider.

(b) (1) If (i) Landlord fails to provide any essential service Landlord is expressly obligated to furnish under this Lease (other than whenever and for so long as may be necessary, by reason of accidents, emergencies, strikes; or by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies; or by reason of any other cause beyond Landlord's reasonable control) (such failure being hereinafter referred to as an **"Abatement Event"**), and such Abatement Event renders untenable at least ten (10%) percent of the rentable area of the Demised Premises (excluding any portion of the Demised Premises that is then vacant or unoccupied by Tenant or is occupied by any person or entity (other than the Tenant) that is obligated to continue to pay its rent or other use or occupancy fees to Tenant regardless of the occurrence of the Abatement Event (such portion(s) of the Demised Premises being hereinafter referred to as the **"Excluded Portions"**)) (Landlord and Tenant hereby agreeing that the Demised Premises (or the applicable portion thereof) shall be deemed untenable if the Abatement Event reasonably prevents Tenant (or such other person, as applicable) from using the Demised Premises for Tenant's (or such other person's, as applicable) customary business purposes as permitted by the terms of the Lease); (ii) Landlord receives notice from Tenant of the Abatement Event and of the fact that Tenant is prevented from, and has actually ceased, so using at least ten (10%) percent of the rentable area of the Demised Premises (excluding any Excluded Portions) and of the specific portions of the Demised

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Premises that Tenant is prevented from, and has actually ceased, so using (such notice being hereinafter referred to as the **"Untenantability Notice"**); (iii) for at least seven (7) consecutive Business Days after Landlord's receipt of the Untenantability Notice, and as a result of the Abatement Event, Tenant actually ceases using, and continues not to use, such specific portions of the Demised Premises and such specific portions comprise at least ten (10%) percent of the rentable area of the Demised Premises and do not include any Excluded Portions; (iv) the Abatement Event is not the result of any act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, or of any person or entity claiming by, through or under any of the foregoing; and (v) no Event of Default shall exist, then, as Tenant's sole right and remedy, the rents payable by Tenant under this lease shall be reduced as provided in subsection (b) below. The Untenantability Notice, to be effective, shall specify (in reasonable detail) the portion(s) of the Demised Premises (excluding any rentable area of any Excluded Portions) which is/are untenable as a result of the Abatement Event and the manner and respects in which such portion is untenable. Notwithstanding anything in this Article which may be deemed to the contrary, in determining which portions of the Demised Premises are untenable, Excluded Portions shall not be considered, except that the Excluded Portions shall be included in determining the total rentable area of the Demised Premises for the purposes of determining the fraction of the total rentable area of the Demised Premises that is untenable.

(2) Provided that the conditions described in clauses (i) through (v) of subsection (a) above have been satisfied, during the period (the **"Abatement Period"**) commencing on the date (the **"Abatement Commencement Date"**) which is the eighth (8th) consecutive Business Day after Landlord's receipt of the Untenantability Notice, and ending on the last day that the Demised Premises (or the applicable portion thereof) is untenable as a result of the Abatement Event or on the day that Landlord is then providing the service in question (such day being hereinafter referred to as the **"Abatement Expiration Date"**), the fixed rent, Tax Payment and Operating Expense Payment payable by Tenant under this lease that are attributable to the Abatement Period shall be reduced by an amount (the **"Abatement Amount"**) equal to (i) the per diem fixed rent, Tax Payment and the Operating Expense Payment, on a per rentable square foot basis, payable during, or attributable to, the Abatement Period, and multiplied by (ii) the number of days during the Abatement Period, and multiplied further by (iii) the rentable area of the portion of the Demised Premises that is so untenable (as such area may change from time to time), excluding the rentable area of any Excluded Portions. Notwithstanding anything contained in this Article to the contrary, the Abatement Period shall end with respect to the portion(s) of the Demised Premises in question, and the Abatement Expiration Date shall be deemed to have occurred with respect to such portions, on the date that either Tenant, or any person or entity claiming by, through or under Tenant resumes using or occupying such portion(s) of the Demised Premises for any reason (other than for inspection purposes), or on the date that the continuation of the untenability results from any act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, or any person or entity claiming by, through or under any of the foregoing.

(3) Notwithstanding anything contained in this Article to the contrary, the provisions of Article 7 of this lease shall supersede this Article and shall govern, if the Abatement Event results from a fire or other casualty. If it is not clear whether or not an

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Abatement Event results from a fire or other casualty as opposed to any other cause, then the presumption shall be that the Abatement Event resulted from a fire or other casualty.

(4) The rights and remedies of Tenant expressly set forth in this Article shall be Tenant's only rights and remedies in respect of an Abatement Event except for Tenant's right to seek an injunction requiring Landlord to perform or attempt to perform such services.

(c) Without limiting any of Landlord's other rights and remedies, if Tenant shall be in default beyond any applicable grace period, Landlord shall not be obligated to furnish to the Premises any service outside of Business Hours on Business Days, and Landlord shall have no liability to Tenant by reason of any failure to provide, or discontinuance of, any such service.

(d) **"Business Hours"** means 8:00 a.m. to 6:00 p.m. **"Business Days"** means all days except (a) Saturdays, (b) Sundays and (c) Holidays. **"Holidays"** means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day following Thanksgiving, Christmas and any other days which are either (i) observed by both the federal and the state governments as legal holidays or (ii) designated as a holiday by the Building Service Union Employee Service contract.

## Leasehold Improvements; Tenant Covenants

**4.01 Landlord's Work.** (a) Landlord, at Landlord's expense (except as otherwise set forth in Exhibit E), shall perform or cause to be performed the work described on Exhibit E as Landlord's Work in accordance with the provisions thereof. On the Commencement Date, Tenant shall accept the Premises in its "as is" condition on such date (except latent defects to the Building, notice of which is provided by Tenant to Landlord within six (6) months after the Commencement Date). All initial improvements which do not constitute Landlord's Work shall constitute Alterations and shall be performed by Tenant at Tenant's expense in accordance with Section 4.02 and any applicable provisions of Exhibit E.

(b) After the occurrence of the Commencement Date, Landlord shall advise Tenant thereof and Landlord and Tenant shall promptly confirm the Commencement Date, the Rent Commencement Date and the Expiration Date by a separate instrument; provided that the failure to execute and deliver such instrument shall not affect the determination of such dates in accordance with the provisions of this Lease. Pending the resolution of any dispute as to the Commencement Date and/or the Rent Commencement Date, Tenant shall pay Rent based upon Landlord's determination.

(c) If for any reason Landlord shall be unable to deliver possession of the Premises to Tenant on any date specified in this Lease for such delivery, Landlord shall have no liability to Tenant therefor and the validity of this Lease shall not be impaired, nor shall the Term be extended, by reason thereof. This Section 4.01 shall be an express provision to the

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contrary for purposes of Section 223-a of the New York Real Property Law and any other law of like import now or hereafter in effect.

**4.02 Alterations.** (a) Tenant shall make no improvements, changes or alterations in or to the Premises ("Alterations") without Landlord's prior approval. Landlord shall not unreasonably withhold its approval to any Alteration that is not a Material Alteration. "Material Alteration" means an Alteration that (i) is not limited to the interior of the Premises or which affects the exterior (including the appearance) of the Building or any portion thereof or areas outside the Premises, or (ii) is structural or affects the strength of the Building or any portion thereof, or (iii) affects the usage or the proper functioning of any of the Building systems, or (iv) has a cost greater than \$250,000, or (v) requires the consent of any Superior Mortgagee or Superior Lessor or (vi) requires a change to the Building's certificate of occupancy.

(b) Tenant, in connection with any Alteration, shall comply with any rules and regulations as may be from time to time established by Landlord. Tenant shall not proceed with any Alteration unless and until Landlord approves Tenant's plans and specifications therefor. Any review or approval by Landlord of plans and specifications with respect to any Alteration is solely for Landlord's benefit, and without any representation or warranty to Tenant with respect to the adequacy, correctness or efficiency thereof, its compliance with Laws or otherwise.

(c) Tenant shall pay to Landlord upon demand Landlord's reasonable costs and expenses (including, without limitation, the fees of any architect or engineer employed by Landlord or any Superior Lessor or Superior Mortgagee for such purpose) for reviewing plans and specifications and inspecting Alterations. In addition, Tenant shall pay to Landlord or its designee, upon demand, an administrative fee with respect to the performance of the Alterations and the scheduling of Building equipment, facilities and personnel in connection therewith, which fee shall be payable as follows: 5% of the cost of Tenant's Alterations up to \$100,000; 4% of the cost of Tenant's Alterations between \$100,000 and \$250,000; 3% of the cost of Tenant's Alterations between \$250,000 and \$500,000; and 2% of the cost of Tenant's Alterations in excess of \$500,000.

(d) Before proceeding with any Alteration that will cost more than \$250,000.00 (exclusive of the costs of decorating work and items constituting Tenant's Property), as estimated by a reputable contractor designated by Landlord, Tenant shall furnish to Landlord one of the following (as selected by Landlord): (i) a cash deposit, (ii) a performance bond and a labor and materials payment bond (issued by a corporate surety licensed to do business in New York reasonably satisfactory to Landlord) or (iii) an irrevocable, unconditional, negotiable letter of credit, issued by a bank and in a form satisfactory to Landlord; each to be equal to 125% of the cost of the Alteration, estimated as set forth above. Any such letter of credit shall be for one year and shall be renewed by Tenant each and every year until the Alteration in question is completed and shall be delivered to Landlord not less than 30 days prior to the expiration of the then current letter of credit, failing which Landlord may present the then current letter of credit for payment. Upon (A) the completion of the Alteration in accordance with the terms of this Section 4.02 and (B) the submission to Landlord of (x) proof evidencing the payment in full for said Alteration, (y) written unconditional lien waivers of mechanics' liens

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and other liens on the Project from all contractors performing said Alteration and (z) all other submissions as may be, from time to time required by Landlord, the security deposited with Landlord (or the balance of the proceeds thereof, if Landlord has drawn on the same) shall be returned to Tenant. Upon Tenant's failure properly to perform, complete and fully pay for any Alteration, as determined by Landlord, Landlord may, upon notice to Tenant, draw on the security deposited under this Section 4.02(d) to the extent Landlord deems necessary in connection with said Alteration, the restoration and/or protection of the Premises or the Project and the payment of any costs, damages or expenses resulting therefrom.

(e) Tenant shall obtain (and furnish copies to Landlord of) all necessary governmental permits and certificates for the commencement and prosecution of Alterations and for final approval thereof upon completion, and shall cause Alterations to be performed in compliance therewith, and in compliance with all Laws and with the plans and specifications approved by Landlord; provided, that Tenant's plans and specifications required to be submitted to, filed with, or approved by, any governmental or quasi-governmental authority, shall be submitted or filed by an expeditor designated by Landlord, at Tenant's sole cost and expense. Alterations shall be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the then standards for the Building established by Landlord. Alterations shall be performed by architects, engineers and contractors first approved by Landlord (which approval shall not be unreasonably withheld or delayed); provided, that any Alterations in or to the systems of the Building shall be performed only by the contractor(s) designated by Landlord (Landlord shall, from time to time upon Tenant's request made prior to Tenant's commencement of each such Alteration, designate at least 3 contractors for each Building system except for the Class E system for which Landlord shall only designate one contractor). The performance of any Alteration or any other work in the Project shall not be carried out in a manner which would violate Landlord's union contracts affecting the Project, or create any work stoppage, picketing, labor disruption, disharmony or dispute or any interference with the business of Landlord or any tenant or occupant of the Building. Tenant shall immediately stop the performance of any work or service by any party if Landlord notifies Tenant that continuing such performance would violate Landlord's union contracts affecting the Project, or create any work

stoppage, picketing, labor disruption, disharmony or dispute or any interference with the business of Landlord or any tenant or occupant of the Building, and Tenant shall not resume the performance of such work or service until such time as the same may be performed in a manner which shall not violate such union contracts or create such work stoppage, picketing, labor disruption, disharmony or dispute or interference.

(f) Throughout the performance of Alterations, Tenant shall carry worker's compensation insurance in statutory limits, "all risk" Builders Risk coverage and general liability insurance, with completed operation endorsement, for any occurrence in or about the Project, under which Landlord and its agent and any Superior Lessor and Superior Mortgagee whose name and address have been furnished to Tenant shall be named as parties insured, in such limits as Landlord may reasonably require, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations.

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(g) Should any mechanics' or other liens be filed against any portion of the Project by reason of the acts or omissions of, or because of a claim against, Tenant or anyone claiming under or through Tenant, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within 20 days after notice from Landlord. If Tenant shall fail to cancel or discharge said lien or liens within said 20 day period, Landlord may cancel or discharge the same and, upon Landlord's demand, Tenant shall reimburse Landlord for all costs incurred in canceling or discharging such liens, together with interest thereon at the Interest Rate from the date incurred by Landlord to the date of payment by Tenant, such reimbursement to be made within 10 days after receipt by Tenant of a written statement from Landlord as to the amount of such costs. Tenant shall indemnify and hold Landlord harmless from and against all costs (including, without limitation, attorneys' fees and disbursements and costs of suit), losses, liabilities or causes of action arising out of or relating to any Alteration, including, without limitation, any mechanics' or other liens asserted in connection with such Alteration.

(h) Tenant shall deliver to Landlord, within 30 days after the completion of an Alteration, "as-built" drawings thereof using the AutoCAD Computer Assisted Drafting and Design System, Version 12 or later or such other system or medium as Landlord may accept. During the Term, Tenant shall keep records of Alterations costing in excess of \$5,000.00 including plans and specifications, copies of contracts, invoices, evidence of payment and all other records customarily maintained in the real estate business relating to Alterations and the cost thereof and shall, within 30 days after demand by Landlord, furnish to Landlord copies of such records.

(i) All Alterations to and Fixtures installed by Tenant in the Premises shall be fully paid for by Tenant in cash and shall not be subject to conditional bills of sale, chattel mortgages, or other title retention agreements

(j) Tenant is hereby notified that the Premises are subject to the jurisdiction of the Landmarks Preservation Commission ("LPC"). In accordance with Sections 25-305, 25-306, 25-309 and 25-310 of the Administrative Code of the City of New York and the rules set forth in Title 63 of the Rules of the City of New York, any demolition, construction, reconstruction, alteration or minor work as described in such Sections and such rules may not be commenced within or at the Premises without the prior written approval of the LPC. Tenant is notified that such demolition, construction, reconstruction, alterations or minor work includes, but is not limited to, (a) work to the exterior of the Premises involving windows, signs, awnings, flagpoles, banners and storefront alterations and (b) interior work to the Premises that (i) requires a permit from the Department of Buildings or (ii) changes, destroys or affects an interior architectural feature of an interior landmark or an exterior architectural feature of an improvement that is a landmark or located on a landmark site or in a historic district.

(k) Without limiting the provisions of Section 4.02(e), Tenant shall submit to Landlord for its prior approval all applications for Certificates of Appropriateness or other similar requests (including applications for modifications of Certificates of Appropriateness or other similar requests previously granted) from the LPC. Tenant shall keep Landlord apprised of all LPC proceedings and shall deliver copies of all notices, approvals and rejections received by Tenant from the LPC. At Landlord's request, Tenant shall use Landlord's designated LPC

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consultant to prosecute all filings with the LPC for a Certificate of Appropriateness or other similar requests.

**4.03 Landlord's and Tenant's Property.** (a) All fixtures, equipment, improvements and appurtenances attached to or built into the Premises, whether or not at the expense of Tenant (collectively, "Fixtures"), shall be and remain a part of the Premises and shall not be removed by Tenant. All Fixtures shall be the property of Tenant during the Term and, upon expiration or earlier termination of this Lease, shall become the property of Landlord.

(b) All movable partitions, business and trade fixtures, machinery and equipment, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively, "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided, that if any Tenant's Property is removed, Tenant shall repair any damage to the Premises or to the Building resulting from the installation and/or removal thereof. Notwithstanding the foregoing, any equipment or other property identified in this Lease as having been paid for with any allowance or credit granted by Landlord to Tenant shall not be considered Tenant's Property and shall be and remain a part of the Premises, shall, upon the expiration or earlier termination of this Lease, be the property of Landlord and shall not be removed by Tenant.

(c) At or before the Expiration Date, or within 15 days after any earlier termination of this Lease, Tenant, at Tenant's expense, shall remove Tenant's Property from the Premises (except such items thereof as Landlord shall have expressly permitted to remain, which shall become the property of Landlord), and Tenant shall repair any damage to the Premises or the Building resulting from any installation and/or removal of Tenant's Property. Any items of Tenant's Property which remain in the Premises after the Expiration Date, or more than 15 days after an earlier termination of this Lease, may, at the option of Landlord, be deemed to have been abandoned, and may be retained by Landlord as Landlord's property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine, at Tenant's expense.

(d) Landlord, by notice given to Tenant at any time prior to the Expiration Date or not later than 30 days after any earlier termination of this Lease, may require Tenant, notwithstanding Section 4.03(a), to remove all or any Fixtures that do not constitute a standard office installation (as reasonably determined by Landlord), such as, by way of example only, kitchens, vaults, safes, wiring and cabling, raised flooring and stairwells. If Landlord shall give such notice, then Tenant, at Tenant's expense, prior to the Expiration Date, or, in the case of an earlier termination of this

Lease, within 15 days after the giving of such notice by Landlord, shall remove the same from the Premises, shall repair and restore the Premises to the condition existing prior to installation thereof and shall repair any damage to the Premises or to the Building due to such removal.

**4.04 Access and Changes to Building.** (a) Landlord reserves the right, at any time, to make changes in or to the Project as Landlord may deem necessary or desirable, and Landlord shall have no liability to Tenant therefor, provided any such change does not deprive Tenant of access to the Premises and does not affect the first-class nature of the Project beyond a

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reasonable period of time for such work or project to be completed. Landlord may install and maintain pipes, fans, ducts, wires and conduits within or through the walls, floors or ceilings of the Premises. In exercising its rights under this Section 4.04, Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises for the ordinary conduct of Tenant's business (provided, however, the foregoing shall not require Landlord to perform any such repairs or changes on an overtime or premium time basis). Tenant shall not have any easement or other right in or to the use of any door or any passage or any concourse or any plaza connecting the Building with any other building or to any public conveniences, and the use of such doors, passages, concourses, plazas and conveniences may, without notice to Tenant, be regulated or discontinued at any time by Landlord.

(b) Except for the space within the inside surfaces of all walls, hung ceilings, floors, windows and doors bounding the Premises, all of the Building, including, without limitation, exterior Building walls, core corridor walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Premises, and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof, as well as access thereto through the Premises, are reserved to Landlord and are not part of the Premises. Landlord reserves the right to name the Project or any portion thereof, and to change the name or address of the Project or any portion thereof, at any time and from time to time.

(c) Landlord shall have no liability to Tenant if at any time any windows of the Premises are either temporarily or permanently darkened or obstructed by any reason, including if covered by any translucent material for the purpose of energy conservation, or if any part of the Project, other than the Premises, is temporarily or permanently closed or inoperable.

(d) Landlord and persons authorized by Landlord shall have the right, upon prior notice to Tenant (except in an emergency), to enter the Premises (together with any necessary materials and/or equipment), to inspect or perform such work as Landlord may reasonably deem necessary or to exhibit the Premises to prospective purchasers or, during the last 24 months of the Term, to prospective tenants, or for any other purpose as Landlord may deem necessary or desirable. Landlord shall have no liability to Tenant by reason of any such entry. Landlord shall not be required to make any improvements or repairs of any kind or character to the Premises during the Term.

**4.05 Repairs.** Tenant shall keep the Premises (including, without limitation, all Fixtures and Tenant's Property) in good condition and, upon expiration or earlier termination of the Term, shall surrender the same to Landlord in the same condition as when first occupied, reasonable wear and tear excepted. Tenant's obligation shall include, without limitation, the obligation to repair all damage caused by Tenant, its agents, employees, invitees and licensees to the equipment and other installations in the Premises or anywhere in the Building. Any maintenance, repair or replacement to the windows, the Building systems, the Building's structural components or any areas outside the Premises and which is Tenant's obligation to perform may be performed by Landlord at Tenant's expense. Tenant shall not commit or allow to be committed any waste or damage to any portion of the Premises or the Project.

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**4.06 Compliance with Laws.** Tenant shall comply with all laws, ordinances, rules, orders and regulations (present, future, ordinary, extraordinary, foreseen or unforeseen) of any governmental, public or quasi-public authority and of the New York Board of Fire Underwriters and any other entity performing similar functions, at any time duly in force (collectively "Laws"), attributable to any work, installation, occupancy, use or manner of use by Tenant of the Premises or any part thereof. Nothing contained in this Section 4.06 shall require Tenant to make any structural changes unless the same are necessitated by reason of Tenant's performance of any Alterations, Tenant's manner of use of the Premises or the use by Tenant of the Premises for purposes other than normal and customary ordinary office purposes. Tenant shall procure and maintain all licenses and permits required for its business. Landlord represents that the Premises are sprinklered in compliance with applicable Laws.

**4.07 Tenant Advertising.** Notwithstanding the designation, if any, of the Building of which the Premises are a part as "230 Park Avenue" or any other identifiable name or Building designation, neither Tenant nor any subtenant or licensee, nor any of their respective partners, officers, agents, employees, or affiliates thereof, shall at any time throughout the term of this lease, or after the expiration or sooner termination of the term of this lease, use (i) any name which contains the name "230 Park Avenue" or such other identifiable name or designation by which the Building is or may become known, or (ii) the likeness of the Building or any appurtenances, improvements, sculptures, artwork or other identifiable item in connection therewith, in any form, combination or manner, (including in any and all advertising, promotional material and the internet), except with the consent of Landlord in each instance. After the expiration or sooner termination of the term of this lease, neither Tenant nor any subtenant or licensee, nor any of their respective partners, officers, agents, employees or affiliates thereof shall use any name which contains any word(s) referring to the Building, or state or imply in any advertisement, notice, sign or otherwise, that it or any of them was connected in any manner with the Building, or use any device or set of words which might so indicate, except with Landlord's consent in each instance. Landlord may at any time or times change any such name or designation.

**4.08 Right to Perform Tenant Covenants.** If Tenant fails to perform any of its obligations under this Lease, Landlord, any Superior Lessor or any Superior Mortgagee (each, a "Curing Party") may perform the same at the expense of Tenant (a) immediately and without notice in the case of emergency or in case such failure interferes with the use of space by any other tenant in the Building or with the efficient operation of the Building or may result in a violation of any Law or in a cancellation of any insurance policy maintained by Landlord and (b) in any other case if such failure continues beyond any applicable grace period. If a Curing Party performs any of Tenant's obligations under this Lease, Tenant shall pay to Landlord (as Additional Rent) the costs thereof, together with interest at the Interest Rate from the date incurred by the Curing Party until paid by Tenant, within 10 days after receipt by Tenant of a statement as to the amounts of such costs. If the Curing Party effects such cure by bonding any lien which Tenant is required to bond or otherwise discharge, Tenant shall obtain and substitute a bond for the Curing Party's bond and shall reimburse the Curing Party for the cost of the Curing Party's bond. "Interest Rate" means the lesser of (i) the base rate from time to time announced by Citibank, N.A. (or, if Citibank, N.A. shall not exist or shall cease to announce such rate, such other bank in New York, New York, as shall be designated by Landlord in a notice to Tenant) to

be in effect at its principal office in New York, New York plus 2% and (ii) the maximum rate permitted by law.

**4.09 LEED.** Tenant hereby agrees, at Tenant's expense, to comply with Landlord's requirements in connection with performing work and/or making installations or taking other actions that are compatible with Landlord's LEED (or other comparable) standards for the Building.

**4.10 ICIP/ICAP.** If Landlord has applied (or in the future applies) for real property tax benefits under the Industrial and Commercial Incentive Program pursuant to Title 11, Chapter 2, Subchapter 2, Part 4 (§11-256 *et seq.*) of the Administrative Code of the City of New York or its successor (i.e., ICAP) and accordingly, this Lease is subject to the provisions of Executive Order Nos. 50 (1980) and 108 (1986) and the Rules and Regulations promulgated thereunder, as same may from time to time be amended and the New York City Industrial and Commercial Incentive Program and the Rules and Regulations promulgated thereunder or their successor (the "ICIP") then all Changes must be done in strict compliance with the ICIP laws for as long as the Building continues to qualify for ICIP benefits and, to the extent required, Tenant acknowledges that Landlord may be required to condition its approval for any work to be done within the Premises on the approval of a governmental agency in connection with the foregoing. In furtherance of the foregoing, Tenant and Tenant's contractor must cooperate in filing documents required by the Department of Finance and the Department of Business Services of the City of New York in the procurement of an ICIP exemption, the Lower Manhattan Energy Program Abatement, and the Lower Manhattan Real Property Tax Abatement Program, as applicable.

**4.11 Signage.** Tenant may erect etched vinyl signage, at Tenant's cost, on the entry doors of the Premises in a manner consistent with such signage on the 33<sup>rd</sup> floor of the Building, in accordance with the Building's signage program applicable to floors with multiple tenants, in compliance with applicable laws and subject to the approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord will provide Building standard identification signage and a directory listing in each elevator bank lobby serving the Premises (if same are then being provided to tenants generally), in a location designated by Landlord.

## ARTICLE 5

### Assignment and Subletting

**5.01 Assignment; Etc.** (a) Subject to the further provisions of this Article 5, neither this Lease nor the term and estate hereby granted, nor any part hereof or thereof, shall be assigned, mortgaged, pledged, encumbered or otherwise transferred voluntarily, involuntarily, by operation of law or otherwise, and neither the Premises, nor any part thereof, shall be subleased, be licensed, be used or occupied by any person or entity other than Tenant or be encumbered in any manner by reason of any act or omission on the part of Tenant, and no rents or other sums receivable by Tenant under any sublease of all or any part of the Premises shall be assigned or otherwise encumbered, without the prior consent of Landlord. The dissolution or direct or indirect transfer of control of Tenant (however accomplished including, by way of example, the

addition of new partners or members or withdrawal of existing partners or members, or transfers of interests in distributions of profits or losses of Tenant, issuance of additional stock, redemption of stock, stock voting agreement, or change in classes of stock or other applicable ownership interests) shall be deemed an assignment of this Lease regardless of whether the transfer is made by one or more transactions, or whether one or more persons or entities hold the controlling interest prior to the transfer or afterwards. An agreement under which another person or entity becomes responsible for all or a portion of Tenant's obligations under this Lease shall be deemed an assignment of this Lease. No assignment or other transfer of this Lease and the term and estate hereby granted, and no subletting of all or any portion of the Premises shall relieve Tenant of its liability under this Lease or of the obligation to obtain Landlord's prior consent to any further assignment, other transfer or subletting. Any attempt to assign this Lease or sublet all or any portion of the Premises in violation of this Article 5 shall be null and void.

(b) Notwithstanding Section 5.01(a), without the consent of Landlord, this Lease may be assigned to (i) an entity created by merger, reorganization or recapitalization of or with Tenant or (ii) a purchaser of all or substantially all of Tenant's shares, ownership interests or assets; provided, in the case of both clause (i) and clause (ii), that (A) Landlord shall have received a notice of such assignment from Tenant at least ten (10) days prior to the effective date of the applicable transaction, (B) the assignee assumes by written instrument satisfactory to Landlord all of Tenant's obligations under this Lease, (C) such assignment is for a valid business purpose and not to avoid any obligations under this Lease, and (D) the assignee is a reputable entity of good character and shall have, immediately after giving effect to such assignment, an aggregate net worth (computed in accordance with GAAP) at least equal to the aggregate net worth (as so computed) of Tenant immediately prior to such assignment.

(c) Notwithstanding Section 5.01(a), without the consent of Landlord, Tenant may assign this Lease or sublet or license all or any part of the Premises to an Affiliate of Tenant; provided, that (i) Landlord shall have received a notice of such assignment or sublease from Tenant at least ten (10) days prior to the effective date of the applicable transaction; and (ii) in the case of any such assignment, (A) the assignment is for a valid business purpose and not to avoid any obligations under this Lease, and (B) the assignee assumes by written instrument satisfactory to Landlord all of Tenant's obligations under this Lease. "Affiliate" means, as to any designated person or entity, any other person or entity which controls, is controlled by, or is under common control with, such designated person or entity. "Control" (and with correlative meaning, "controlled by" and "under common control with") means ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question.

**5.02 Landlord's Right of First Offer.** (a) If Tenant desires to assign this Lease or sublet all or part of the Premises (other than in accordance with Sections 5.01(b) or (c)), Tenant shall give to Landlord notice ("Tenant's Offer Notice") thereof, specifying (i) in the case of a proposed subletting, the location of the space to be sublet and the term of the subletting of such space, (ii) (A) in the case of a proposed assignment, Tenant's good faith offer of the consideration Tenant desires to receive or pay for such assignment or (B) in the case of a proposed subletting, Tenant's good faith offer of the fixed annual rent which Tenant desires to receive for such proposed subletting (assuming that a subtenant will pay for Taxes, Operating

Expenses and electricity in the same manner, and utilizing the same base year or base amount, as Tenant pays for such amounts under this Lease) and (iii) the proposed assignment or sublease commencement date.

(b) Tenant's Offer Notice shall be deemed an offer from Tenant to Landlord whereby Landlord (or Landlord's designee) may, at Landlord's option, (i) sublease such space from Tenant (if the proposed transaction is a sublease of all or part of the Premises), (ii) have this Lease assigned to it or terminate this Lease (if the proposed transaction is an assignment or a sublease of all or substantially all of the Premises or a sublease of a portion of the Premises which, when aggregated with other subleases then in effect, covers all or substantially all of the Premises), or (iii) terminate this Lease with respect to the space covered by the proposed sublease (if the proposed transaction is a sublease of part of the Premises). Said option may be exercised by Landlord by notice to Tenant within thirty (30) days after a Tenant's Offer Notice, together with all information required pursuant to Section 5.02(a), has been given by Tenant to Landlord.

(c) If Landlord exercises its option under Section 5.02(b)(ii) to terminate this Lease, then this Lease shall terminate on the proposed assignment or sublease commencement date specified in the applicable Tenant's Offer Notice and all Rent shall be paid and apportioned to such date.

(d) If Landlord exercises its option under Section 5.02(b)(ii) to have this Lease assigned to it (or its designee), then Tenant shall assign this Lease to Landlord (or Landlord's designee) by an assignment in form and substance reasonably satisfactory to Landlord, effective on the date that is the proposed assignment or sublease commencement date specified in the applicable Tenant's Offer Notice. Tenant shall not be entitled to consideration or payment from Landlord (or Landlord's designee) in connection with any such assignment. If the Tenant's Offer Notice provides that Tenant will pay any consideration or grant any concessions in connection with the proposed assignment or sublease, then Tenant shall pay such consideration and/or grant any such concessions to Landlord (or Landlord's designee) on the date Tenant assigns this Lease to Landlord (or Landlord's designee).

(e) If Landlord exercises its option under Section 5.02(b)(iii) to terminate this Lease with respect to the space covered by a proposed sublease, then (i) this Lease shall terminate with respect to such part of the Premises on the effective date of the proposed sublease; (ii) from and after such date the Rent shall be adjusted, based upon the proportion that the rentable area of the Premises remaining bears to the total rentable area of the Premises and (iii) Tenant shall pay to Landlord, upon demand, the costs incurred by Landlord in demising separately such part of the Premises and in complying with any Laws relating to such demise.

(f) If Landlord exercises its option under Section 5.02(b)(i) to sublet the space Tenant desires to sublet, such sublease to Landlord or its designee (as subtenant) shall be in form and substance reasonably satisfactory to Landlord at the lower of (i) the rental rate per rentable square foot of Fixed Rent and Additional Rent then payable pursuant to this Lease or (ii) the rental set forth in the applicable Tenant's Offer Notice with respect to such sublet space, and shall be for the term set forth in the applicable Tenant's Offer Notice, and:

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(A) shall be subject to all of the terms and conditions of this Lease except such as are irrelevant or inapplicable, and except as otherwise expressly set forth to the contrary in this Section 5.02(f);

(B) shall be upon the same terms and conditions as those contained in the applicable Tenant's Offer Notice and otherwise on the terms and conditions of this Lease, except such as are irrelevant or inapplicable and except as otherwise expressly set forth to the contrary in this Section 5.02(f);

(C) shall permit the sublessee, without Tenant's consent, freely to assign such sublease or any interest therein or to sublet all or any part of the space covered by such sublease and to make any and all alterations and improvements in the space covered by such sublease;

(D) shall provide that any assignee or further subtenant of Landlord or its designee may, at the election of Landlord, make alterations, decorations and installations in such space or any part thereof, any or all of which may be removed, in whole or in part, by such assignee or subtenant, at its option, prior to or upon the expiration or other termination of such sublease, provided that such assignee or subtenant, at its expense, shall repair any damage caused by such removal; and

(E) shall provide that (1) the parties to such sublease expressly negate any intention that any estate created under such sublease be merged with any other estate held by either of said parties, (2) any assignment or subletting by Landlord or its designee (as the subtenant) may be for any purpose or purposes that Landlord shall deem appropriate, (3) Landlord, at Tenant's expense, may make such alterations as may be required or deemed necessary by Landlord to demise separately the subleased space and to comply with any Laws relating to such demise, and (4) at the expiration of the term of such sublease, Tenant shall accept the space covered by such sublease in its then existing condition, subject to the obligations of the sublessee to make such repairs thereto as may be necessary to preserve such space in good order and condition.

(g) In the case of a proposed sublease, (I) Tenant shall not sublet any space to a third party at a rental which is less (on a per rentable square foot basis) than the rental (on a per rentable square foot basis) specified in Tenant's Offer Notice with respect to such space, without complying once again with all of the provisions of this Section 5.02 and reoffering such space to Landlord at such lower rental, and (II) if the proposed sublease does not become effective within 180 days after Landlord has consented thereto, Tenant shall comply once again with all of the provisions of this Section 5.02 and re-offer such space to Landlord (whether or not Landlord had granted its consent to such transaction). In the case of a proposed assignment, (I) Tenant shall not assign this Lease to a third party where Tenant pays 5% or more greater consideration or grants a 5% or more greater concession to such third party for such assignment than the consideration offered to be paid or concession offered to be granted to Landlord in Tenant's Offer Notice, or receives consideration from such third party for such assignment that is 95% or less than the consideration offered to be paid by Landlord in Tenant's

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Offer Notice, in each case without complying once again with all of the provisions of this Section 5.02 and re-offering to assign this Lease to Landlord and pay such consideration or grant such concession to Landlord, and (II) if the proposed assignment does not become effective within 180 days after Landlord has consented thereto, Tenant shall comply once again with all of the provisions of this Section 5.02 and re-offer such space to Landlord (whether or not Landlord had granted its consent to such transaction).

**5.03 Assignment and Subletting Procedures.** (a) If Tenant delivers to Landlord a Tenant's Offer Notice with respect to any proposed assignment of this Lease or subletting of all or part of the Premises and Landlord does not timely exercise any of its options under Section 5.02, and Tenant thereafter desires to assign this Lease or sublet the space specified in Tenant's Offer Notice, Tenant shall notify Landlord (a "Transfer Notice") of such desire, which notice shall be accompanied by (i) a copy of the proposed assignment or sublease and all related agreements, the effective date of which shall be at least 30 days after the giving of the Transfer Notice, (ii) a statement setting forth in reasonable detail the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Premises, (iii) current financial information with respect to the proposed assignee or subtenant, including without limitation, its most recent financial statements, (iv) such other information as Landlord may reasonably request, and (v) an administrative fee of \$2,000, and Landlord's consent to the proposed assignment or sublease shall not be unreasonably withheld or delayed, provided that:

- (i) Such Transfer Notice shall be delivered to Landlord within six months after the delivery to Landlord of the applicable Tenant's Offer Notice.
- (ii) Tenant shall not be in default under this Lease beyond applicable notice and grace periods.
- (iii) In Landlord's judgment the proposed assignee or subtenant will use the Premises in a manner that (A) is in keeping with the then standards of the Building, (B) is limited to the use expressly permitted under this Lease, and (C) will not violate any negative covenant as to use contained in any other Lease of space in the Building.
- (iv) The proposed assignee or subtenant is, in Landlord's reasonable judgment, a reputable person or entity of good character and with sufficient financial worth considering the responsibility involved.
- (v) Neither the proposed assignee or sublessee, nor any Affiliate of such assignee or sublessee, is then an occupant of any part of the Building and Landlord has or expects to have within the following 12 month period reasonably comparable space available for a reasonably comparable term.
- (vi) The proposed assignee or sublessee is not a person with whom Landlord is then negotiating or has within the prior 6 months negotiated to lease space in the Building and Landlord has or expects to have within the following 12 month period reasonably comparable space available for a reasonably comparable term.

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- (vii) The form of the proposed sublease shall be reasonably satisfactory to Landlord and shall comply with the applicable provisions of this Article 5.
  - (viii) There shall not be more than 1 subtenant of the Premises.
  - (ix) The aggregate rent to be paid by the proposed subtenant is not less than the greater of (A) the fair rental value of the sublet space as sublet space or (B) 90% of the fair rental value of the sublet space if such space were being leased directly by Landlord for a reasonably comparable term (in each case as reasonably determined by Landlord).
  - (x) Tenant shall reimburse Landlord on demand for any costs incurred by Landlord in connection with said assignment or sublease, including, without limitation, the costs of making investigations as to the acceptability of the proposed assignee or subtenant, and legal costs incurred in connection with the granting of any requested consent.

(b) If Landlord consents to a proposed assignment or sublease and Tenant fails to execute and deliver the assignment or sublease to which Landlord consented within 45 days after the giving of such consent, then Tenant shall again comply with this Article 5 before assigning this Lease or subletting all or part of the Premises.

**5.04 General Provisions.** (a) If this Lease is assigned, whether or not in violation of this Lease, Landlord may collect rent from the assignee. If the Premises or any part thereof are sublet or occupied by anybody other than Tenant, whether or not in violation of this Lease, Landlord may, after default by Tenant, and expiration of Tenant's time to cure such default, collect rent from the subtenant or occupant. In either event, Landlord may apply the net amount collected against Rent, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of Section 5.01(a), or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance of Tenant's obligations under this Lease.

(b) No assignment or transfer shall be effective until the assignee delivers to Landlord (i) evidence that the assignee, as Tenant hereunder, has complied with the requirements of Sections 7.02 and 7.03, and (ii) an agreement in form and substance satisfactory to Landlord whereby the assignee assumes Tenant's obligations under this Lease.

(c) Notwithstanding any assignment or transfer, whether or not in violation of this Lease, and notwithstanding the acceptance of any Rent by Landlord from an assignee, transferee, or any other party, the original named Tenant and each successor Tenant shall remain fully liable for the payment of the Rent and the performance of all of Tenant's other obligations under this Lease. The joint and several liability of Tenant and any immediate or remote successor in interest of Tenant shall not be discharged, released or impaired in any respect by any agreement made by Landlord extending the time to perform, or otherwise modifying, any of the obligations of Tenant under this Lease, or by any waiver or failure of Landlord to enforce any of the obligations of Tenant under this Lease.

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(d) Each subletting by Tenant shall be subject to the following:

(i) No subletting shall be for a term (including any renewal or extension options contained in the sublease) ending later than one day prior to the Expiration Date.

(ii) No sublease shall be valid, and no subtenant shall take possession of the Premises or any part thereof, until there has been delivered to Landlord, both (A) an executed counterpart of such sublease, and (B) a certificate of insurance evidencing that (x) Landlord is an additional insured under the insurance policies required to be maintained by occupants of the Premises pursuant to Section 7.02, and (y) there is in full force and effect, the insurance otherwise required by Section 7.02.

(iii) Each sublease shall provide that it is subject and subordinate to this Lease, and that in the event of termination, reentry or dispossession by Landlord under this Lease Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be liable for, subject to or bound by any item of the type that a Successor Landlord is not so liable for, subject to or bound by in the case of an attornment by Tenant to a Successor Landlord under Section 6.01(a).

(e) Each sublease shall provide that the subtenant may not assign its rights thereunder or further sublet the space demised under the sublease, in whole or in part, without Landlord's consent and without complying with all of the terms and conditions of this Article 5, including, without limitation, Section 5.04, which for purposes of this Section 5.04(e) shall be deemed to be appropriately modified to take into account that the transaction in question is an assignment of the sublease or a further subletting of the space demised under the sublease, as the case may be.

(f) Tenant shall not publicly advertise the availability of the Premises or any portion thereof as sublet space or by way of an assignment of this Lease, without first obtaining Landlord's consent, which consent shall not be unreasonably withheld or delayed provided that Tenant shall in no event advertise the rental rate or any description thereof.

**5.05 Assignment and Sublease Profits.** (a) If the aggregate of the amounts payable as fixed rent and as Additional Rent on account of Taxes, Operating Expenses and electricity by a subtenant under a sublease of any part of the Premises and the amount of any Other Sublease Consideration payable to Tenant by such subtenant, whether received in a lump-sum payment or otherwise shall be in excess of Tenant's Basic Cost therefor at that time then, promptly after the collection thereof, Tenant shall pay to Landlord in monthly installments as and when collected, as Additional Rent, 50% of such excess. Tenant shall deliver to Landlord within 60 days after the end of each calendar year and within 60 days after the expiration or earlier termination of this Lease a statement specifying each sublease in effect during such calendar year or partial calendar year, the rentable area demised thereby, the term thereof and a computation in reasonable detail showing the calculation of the amounts paid and payable by the subtenant to Tenant, and by Tenant to Landlord, with respect to such sublease for the period

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covered by such statement. "Tenant's Basic Cost" for sublet space at any time means the sum of (i) the portion of the Fixed Rent, Tax Payments and Operating Payments which is attributable to the sublet space, plus (ii) the amount payable by Tenant on account of electricity in respect of the sublet space, plus (iii) the amount of any costs reasonably incurred by Tenant in making changes in the layout and finish of the sublet space for the subtenant amortized on a straight-line basis over the term of the sublease, plus (iv) the amount of any reasonable brokerage commissions and reasonable legal fees paid by Tenant in connection with the sublease amortized on a straight-line basis over the term of the sublease. "Other Sublease Considerations" means all sums paid for the furnishing of services by Tenant and the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property less, in the case of the sale thereof, the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns.

(b) Upon any assignment of this Lease, Tenant shall pay to Landlord 50% of the Assignment Consideration received by Tenant for such assignment, after deducting therefrom customary and reasonable closing expenses. "Assignment Consideration" means an amount equal to all sums and other considerations paid to Tenant by the assignee for or by reason of such assignment (including, without limitation, sums paid for the furnishing of services by Tenant and the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings or other personal property, less, in the case of a sale thereof, the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns).

## **ARTICLE 6**

### **Subordination; Default; Indemnity**

**6.01 Subordination.** (a) This Lease is subject and subordinate to each mortgage (a "Superior Mortgage") and each underlying lease (a "Superior Lease") which may now or hereafter affect all or any portion of the Project or any interest therein. The lessor under a Superior Lease is called a "Superior Lessor" and the mortgagee under a Superior Mortgage is called a "Superior Mortgagee". Tenant shall execute, acknowledge and deliver any instrument reasonably requested by Landlord, a Superior Lessor or Superior Mortgagee to evidence such subordination, but no such instrument shall be necessary to make such subordination effective. Tenant shall execute any amendment of this Lease requested by a Superior Mortgagee or a Superior Lessor, provided such amendment shall not result in a material increase in Tenant's obligations under this Lease or a material reduction in the benefits available to Tenant. In the event of the enforcement by a Superior Mortgagee of the remedies provided for by law or by such Superior Mortgage, or in the event of the termination or expiration of a Superior Lease, Tenant, upon request of such Superior Mortgagee, Superior Lessor or any person succeeding to the interest of such mortgagee or lessor (each, a "Successor Landlord"), shall automatically become the tenant of such Successor Landlord without change in the terms or provisions of this Lease (it being understood that Tenant shall, if requested, enter into a new lease on terms identical to those in this Lease); provided, that any Successor Landlord shall not be (i) liable for any act, omission or default of any prior landlord (including, without limitation, Landlord); (ii) liable for the return of any moneys paid to or on deposit with any prior landlord (including,

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without limitation, Landlord), except to the extent such moneys or deposits are delivered to such Successor Landlord; (iii) subject to any offset, claims or defense that Tenant might have against any prior landlord (including, without limitation, Landlord); (iv) bound by any Rent which Tenant might have paid for more than the current month to any prior landlord (including, without limitation, Landlord) unless actually received by such Successor Landlord; (v) bound

by any covenant to perform or complete any construction in connection with the Project or the Premises or to pay any sums to Tenant in connection therewith; or (vi) bound by any waiver or forbearance under, or any amendment, modification, abridgment, cancellation or surrender of, this Lease made without the consent of such Successor Landlord. Upon request by such Successor Landlord, Tenant shall execute and deliver an instrument or instruments, reasonably requested by such Successor Landlord, confirming the attornment provided for herein, but no such instrument shall be necessary to make such attornment effective.

(b) Tenant shall give each Superior Mortgagee and each Superior Lessor a copy of any notice of default served upon Landlord, provided that Tenant has been notified of the address of such mortgagee or lessor. If Landlord fails to cure any default as to which Tenant is obligated to give notice pursuant to the preceding sentence within the time provided for in this Lease, then each such mortgagee or lessor shall have an additional 30 days after receipt of such notice within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if, within such 30 days, any such mortgagee or lessor has commenced and is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings or eviction proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated and Tenant shall not exercise any other rights or remedies under this Lease or otherwise while such remedies are being so diligently pursued. Nothing herein shall be deemed to imply that Tenant has any right to terminate this Lease or any other right or remedy, except as may be otherwise expressly provided for in this Lease.

**6.02 Estoppel Certificate.** (a) Within 10 Business Days following request from Landlord, any Superior Mortgagee or any Superior Lessor, Tenant shall deliver to Landlord a statement executed and acknowledged by Tenant, in form reasonably satisfactory to Landlord, (i) stating the Commencement Date, the Rent Commencement Date and the Expiration Date, and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (ii) setting forth the date to which Fixed Rent and any Additional Rent have been paid, together with the amount of monthly Fixed Rent, Tax Payment and Operating Payment then payable, (iii) stating whether or not, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Tenant asserts that Landlord is in default, setting forth the specific nature of any such defaults, (iv) stating whether Landlord has failed to complete any work required to be performed by Landlord under this Lease, (v) stating whether there are any sums payable to Tenant by Landlord under this Lease, (vi) stating the amount of the security deposit, if any, under this Lease, (vii) stating whether there are any subleases affecting the Premises, (viii) stating the address of Tenant to which all notices and communications under this Lease shall be sent, and (ix) responding to any other matters reasonably requested by Landlord, such Superior Mortgagee or such Superior Lessor. Tenant acknowledges that any statement delivered pursuant to this Section 6.02(a) may be relied upon by any purchaser or owner of the Land or the Building, or all or any portion of Landlord's interest in the Land or the Building or

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under any Superior Lease, or by any Superior Mortgagee or assignee thereof, or by any Superior Lessor or assignee thereof.

**6.03 Default.** This Lease and the term and estate hereby granted are subject to the limitation that (each, an "Event of Default"):

(a) if Tenant defaults in the payment of any Rent, and such default continues for 5 days after Landlord gives to Tenant a notice specifying such default, or

(b) if Tenant defaults in the keeping, observance or performance of any covenant or agreement (other than a default of the character referred to in Sections 6.03(a), (c), (d), (e) (f) or (g)), and if such default continues and is not cured within 15 days after Landlord gives to Tenant a notice specifying the same, or, in the case of a default which for causes beyond Tenant's reasonable control cannot with due diligence be cured within such period of 15 days, if Tenant shall not immediately upon the receipt of such notice, (i) advise Landlord of Tenant's intention duly to institute all steps necessary to cure such default and (ii) institute and thereafter diligently prosecute to completion all steps necessary to cure the same, or

(c) if there shall be any direct or indirect assignment (including, without limitation, any direct or indirect transfer of the interests in Tenant which is deemed to constitute an assignment hereunder), subletting or other transfer of this Lease or the term and estate granted hereby or of the right to occupy all or any portion of the Premises, whether voluntary, involuntary, by operation of law or otherwise, except as expressly permitted by Article 5, or

(d) if Tenant shall abandon the Premises (and the fact that any of Tenant's Property remains in the Premises shall not be evidence that Tenant has not abandoned the Premises), or

(e) if Tenant or any Affiliate of Tenant defaults under any other lease with Landlord or any Affiliate of Landlord, which default shall continue beyond any applicable grace period provided under such other lease, or

(f) if a default of the kind set forth in Section 6.03(a) or (b) shall occur and have been cured, and if a similar default shall occur more than once within the next 365 days, whether or not such similar defaults are cured within the applicable grace period, or

(g) if Tenant fails to deliver to Landlord any Letter of Credit and/or Cash Security, as applicable, within the time period required under Section 2.07,

then, in any of such cases, in addition to any other remedies available to Landlord at law or in equity, Landlord shall be entitled to give to Tenant a notice of intention to end the Term at the expiration of 3 days from the date of the giving of such notice, and, in the event such notice is given, this Lease and the term and estate hereby granted shall terminate upon the expiration of such 3 days with the same effect as if the last of such 3 days were the Expiration Date, but Tenant shall remain liable for damages as provided herein or pursuant to law.

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**6.04 Re-entry by Landlord.** If an Event of Default occurs, or if this Lease shall terminate as in Section 6.03 provided, Landlord or Landlord's agents and servants may immediately or at any time thereafter re-enter into or upon the Premises, or any part thereof, either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the Premises. The words "re-enter" and "re-entering" as

used in this Lease are not restricted to their technical legal meanings. Upon such termination or re-entry, Tenant shall pay to Landlord any Rent then due and owing (in addition to any damages payable under Section 6.05).

**6.05 Damages.** If this Lease is terminated under Section 6.03, or if Landlord re-enters the Premises under Section 6.04, Tenant shall pay to Landlord as damages, at the election of Landlord, either:

(a) a sum which, at the time of such termination, represents the then value of the excess, if any, of (1) the aggregate of the Rent which, had this Lease not terminated, would have been payable hereunder by Tenant for the period commencing on the day following the date of such termination or re-entry to and including the Expiration Date over (2) the aggregate fair rental value of the Premises for the same period (for the purposes of this clause (a) the amount of Additional Rent which would have been payable by Tenant under Sections 2.04 and 2.05 shall, for each calendar year ending after such termination or re-entry, be deemed to be an amount equal to the amount of such Additional Rent payable by Tenant for the calendar year immediately preceding the calendar year in which such termination or re-entry shall occur), or

(b) sums equal to the Rent that would have been payable by Tenant through and including the Expiration Date had this Lease not terminated or had Landlord not re entered the Premises, payable upon the due dates therefor specified in this Lease; provided, that if Landlord shall relet all or any part of the Premises for all or any part of the period commencing on the day following the date of such termination or re-entry to and including the Expiration Date, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the expenses incurred or paid by Landlord in terminating this Lease and of re-entering the Premises and of securing possession thereof, as well as the expenses of reletting, including, without limitation, altering and preparing the Premises for new tenants, brokers' commissions, and all other expenses properly chargeable against the Premises and the rental therefrom in connection with such reletting, it being understood that any such reletting may be for a period equal to or shorter or longer than said period; provided, further, that (i) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord under this Lease, (ii) in no event shall Tenant be entitled, in any suit for the collection of damages pursuant to this Section 6.05(b), to a credit in respect of any net rents from a reletting except to the extent that such net rents are actually received by Landlord on account of any period that is the subject of such suit, (iii) if the Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot rentable area basis shall be made of the rent received from such reletting and of the expenses of reletting, and (iv) Landlord shall have no obligation to so relet the Premises and Tenant hereby waives any right Tenant may have, at law or in equity, to require Landlord to so relet the Premises.

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Suit or suits for the recovery of any damages payable hereunder by Tenant, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall require Landlord to postpone suit until the date when the Term would have expired but for such termination or re-entry.

**6.06 Other Remedies.** Nothing contained in this Lease shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Anything in this Lease to the contrary notwithstanding, during the continuation of any default by Tenant, Tenant shall not be entitled to exercise any rights or options, or to receive any funds or proceeds being held, under or pursuant to this Lease.

**6.07 Right to Injunction.** In the event of a breach or threatened breach by Tenant of any of its obligations under this Lease, Landlord shall also have the right of injunction. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

**6.08 Certain Waivers.** Tenant waives and surrenders all right and privilege that Tenant might have under or by reason of any present or future law to redeem the Premises or to have a continuance of this Lease after Tenant is dispossessed or ejected therefrom by process of law or under the terms of this Lease or after any termination of this Lease. Tenant also waives the provisions of any law relating to notice and/or delay in levy of execution in case of any eviction or dispossession for nonpayment of rent, and the provisions of any successor or other law of like import. Landlord and Tenant each waive trial by jury in any action in connection with this Lease.

**6.09 No Waiver.** Failure by either party to declare any default immediately upon its occurrence or delay in taking any action in connection with such default shall not waive such default but such party shall have the right to declare any such default at any time thereafter. Any amounts paid by Tenant to Landlord may be applied by Landlord, in Landlord's discretion, to any items then owing by Tenant to Landlord under this Lease. Receipt by Landlord of a partial payment shall not be deemed to be an accord and satisfaction (notwithstanding any endorsement or statement on any check or any letter accompanying any check or payment) nor shall such receipt constitute a waiver by Landlord of Tenant's obligation to make full payment. No act or thing done by Landlord or its agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord and by each Superior Lessor and Superior Mortgagee whose lease or mortgage provides that any such surrender may not be accepted without its consent.

**6.10 Holding Over.** If Tenant holds over without the consent of Landlord after expiration or termination of this Lease, Tenant shall (a) pay as holdover rental for each month of the holdover tenancy an amount equal to 150% for the first 30 days of such holding over and thereafter, 200% of the greater of (i) the fair market rental value of the Premises for such month (as reasonably determined by Landlord) or (ii) the sum of the Fixed Rent and Additional rent

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payable pursuant to Sections 2.02-2.06 of this Lease, which Tenant was obligated to pay for the month immediately preceding the end of the Term; and (b) be liable to Landlord for and indemnify Landlord against (i) any payment or rent concession which Landlord may be required to make to any tenant obtained by Landlord for all or any part of the Premises (a "New Tenant") by reason of the late delivery of space to the New Tenant as a result of Tenant's holding over or in order to induce such New Tenant not to terminate its lease by reason of the holding over by Tenant, (ii) the loss of the benefit of the bargain if any New Tenant shall terminate its lease by reason of the holding over by Tenant and (iii) any claim for damages by any New Tenant. No holding over by Tenant after the Term shall operate to extend the Term, and the acceptance of any rent paid by Tenant pursuant to this Section 6.10 shall not preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding.

**6.11 Attorneys' Fees.** If Landlord places the enforcement of this Lease or any part thereof, or the collection of any Rent due or to become due hereunder, or recovery of the possession of the Premises, in the hands of an attorney, or files suit upon the same, or in the event any bankruptcy, insolvency or other similar proceeding is commenced involving Tenant, Tenant shall, upon demand, reimburse Landlord for Landlord's attorneys' fees and disbursements and court costs.

**6.12 Nonliability and Indemnification.** (a) Neither Landlord, any Superior Lessor or any Superior Mortgagee, nor any partner, director, officer, shareholder, principal, agent, servant or employee of Landlord, any Superior Lessor or any Superior Mortgagee (whether disclosed or undisclosed), shall be liable to Tenant for (i) any loss, injury or damage to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, nor shall the aforesaid parties be liable for any loss of or damage to property of Tenant or of others entrusted to employees of Landlord; provided, that, except to the extent of the release of liability and waiver of subrogation provided in Section 7.03 hereof, the foregoing shall not be deemed to relieve Landlord of any liability to the extent resulting from the negligence of Landlord, its agents, servants or employees in the operation or maintenance of the Premises or the Building, (ii) any loss, injury or damage described in clause (i) above caused by other tenants or persons in, upon or about the Building, or caused by operations in construction of any private, public or quasi-public work, or (iii) even if negligent, consequential damages arising out of any loss of use of the Premises or any equipment, facilities or other Tenant's Property therein or otherwise.

(b) Tenant shall indemnify and hold harmless Landlord, all Superior Lessors and all Superior Mortgagees and each of their respective partners, members, directors, officers, shareholders, principals, agents and employees (each, an "Indemnified Party"), from and against any and all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing done, or any condition created, in or about the Premises, (ii) any act, omission or negligence of Tenant or any person claiming through or under Tenant or any of their respective partners, directors, officers, agents, employees or contractors, (iii) any accident, injury or damage occurring in, at or upon the Premises (or outside the Premises if arising from or in connection with Tenant's installations in, or use of, areas outside the Premises), (iv) any default by Tenant in the performance of Tenant's obligations under this Lease and (v) any brokerage commission or similar compensation claimed

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to be due by reason of any proposed subletting or assignment by Tenant (irrespective of the exercise by Landlord of any of the options in Section 5.02(b)); together with all costs, expenses and liabilities incurred in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and disbursements; provided, that the foregoing indemnity shall not apply to the extent such claim results from the negligence (other than negligence to which the release of liability and waiver of subrogation provided in Section 7.03 applies) or willful misconduct of the Indemnified Party. If any action or proceeding is brought against any Indemnified Party by reason of any such claim, Tenant, upon notice from such Indemnified Party shall resist and defend such action or proceeding (by counsel reasonably satisfactory to such Indemnified Party).

## ARTICLE 7

### **Insurance; Casualty; Condemnation**

**7.01 Compliance with Insurance Standards.** (a) Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy then issued in respect of the Project and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises, which would subject Landlord, any Superior Lessor or any Superior Mortgagee to any liability or responsibility for personal injury or death or property damage, or which would increase any insurance rate in respect of the Project over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Project in amounts reasonably satisfactory to Landlord, or which would result in the cancellation of, or the assertion of any defense by the insurer in whole or in part to claims under, any policy of insurance in respect of the Project.

(b) If, by reason of any failure of Tenant to comply with this Lease, the premiums on Landlord's insurance on the Project shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of such premiums attributable to such failure on the part of Tenant. A schedule or "make up" of rates for the Project or the Premises, as the case may be, issued by any body making rates for insurance for the Project or the Premises, as the case may be, shall be conclusive evidence of the facts therein stated and of the several items and charges in the insurance rate then applicable to the Project or the Premises, as the case may be.

**7.02 Tenant's Insurance.** Tenant shall maintain at all times during the Term (a) "all risk" property insurance covering all present and future Tenant's Property and Fixtures to a limit of not less than the full replacement cost thereof, with an agreed amount endorsement, and (b) commercial general liability insurance, and, if necessary, commercial umbrella insurance, including a contractual liability endorsement, and personal injury liability coverage, in respect of the Premises and the conduct or operation of business therein, with Landlord and its managing agent, if any, and each Superior Lessor and Superior Mortgagee and any other applicable party whose name and address shall have been furnished to Tenant, as additional insureds, with limits of not less than \$5,000,000 combined single limit for bodily injury and property damage liability in any one occurrence and (c) boiler and machinery, if there is a boiler, supplemental air conditioning unit or pressure object or similar equipment in the Premises, with

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Landlord and its managing agent, if any, and each Superior Lessor and Superior Mortgagee whose name and address shall have been furnished to Tenant, as loss payees as their interests may appear, with limits of not less than the full replacement cost thereof, with an agreed amount endorsement, and (d) when Alterations are in process, the insurance specified in Section 4.02(f) hereof. The limits of such insurance shall not limit the liability of Tenant. Tenant shall deliver to Landlord and any additional insureds, at least 10 days prior to the Commencement Date, such fully paid-for policies or certificates of insurance, in form reasonably satisfactory to Landlord issued by the insurance company or its authorized agent. Tenant shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant shall deliver to Landlord and any additional insureds such renewal policy or a certificate thereof at least 30 days before the expiration of any existing policy. All such policies shall be issued by companies of recognized responsibility licensed to do business in New York State and rated by Best's Insurance Reports or any successor publication of comparable standing as A/VIII or better or the then equivalent of such rating, and all such policies shall contain a provision whereby the same cannot be canceled, allowed to lapse or modified unless Landlord and any additional insureds are given at least 15 days prior written notice of such cancellation, lapse or modification. The proceeds of policies providing "all risk" property insurance of Tenant's Property and Fixtures shall be payable to Landlord, Tenant and each Superior Lessor and Superior Mortgagee as their interests may appear. Tenant shall cooperate with Landlord in connection with the collection of any insurance moneys that may be due in the event of loss and

Tenant shall execute and deliver to Landlord such proofs of loss and other instruments which may be required to recover any such insurance moneys. Landlord may from time to time require that the amount of the insurance to be maintained by Tenant under this Section 7.02 be increased, so that the amount thereof adequately protects Landlord's interest.

**7.03 Subrogation Waiver.** Landlord and Tenant shall each include in each of its insurance policies (insuring the Building in case of Landlord, and insuring Tenant's Property and Fixtures in the case of Tenant, against loss, damage or destruction by fire or other casualty) a waiver of the insurer's right of subrogation against the other party during the Term or, if such waiver should be unobtainable or unenforceable, (a) an express agreement that such policy shall not be invalidated if the assured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty or (b) any other form of permission for the release of the other party. Each party hereby releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property occurring during the Term to the extent to which it is, or is required to be, insured under a policy or policies containing a waiver of subrogation or permission to release liability. Nothing contained in this Section 7.03 shall be deemed to relieve either party of any duty imposed elsewhere in this Lease to repair, restore or rebuild or to nullify any abatement of rents provided for elsewhere in this Lease.

**7.04 Condemnation.** (a) If there shall be a total taking of the Building in condemnation proceedings or by any right of eminent domain, this Lease and the term and estate hereby granted shall terminate as of the date of taking of possession by the condemning authority and all Rent shall be prorated and paid as of such termination date. If there shall be a taking of any material (in Landlord's reasonable judgment) portion of the Land or the Building (whether or not the Premises are affected by such taking), then Landlord may terminate this Lease and the

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term and estate granted hereby by giving notice to Tenant within 60 days after the date of taking of possession by the condemning authority. If there shall be a taking of the Premises of such scope (but in no event less than 20% thereof) that the untaken part of the Premises would in Tenant's reasonable judgment be uneconomic to operate, then Tenant may terminate this Lease and the term and estate granted hereby by giving notice to Landlord within 60 days after the date of taking of possession by the condemning authority. If either Landlord or Tenant shall give a termination notice as aforesaid, then this Lease and the term and estate granted hereby shall terminate as of the date of such notice and all Rent shall be prorated and paid as of such termination date. In the event of a taking of the Premises which does not result in the termination of this Lease (i) the term and estate hereby granted with respect to the taken part of the Premises shall terminate as of the date of taking of possession by the condemning authority and all Rent shall be appropriately abated for the period from such date to the Expiration Date and (ii) Landlord shall with reasonable diligence restore the remaining portion of the Premises (exclusive of Tenant's Property) as nearly as practicable to its condition prior to such taking.

(b) In the event of any taking of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including, without limitation, any award made for the value of the estate vested by this Lease in Tenant or any value attributable to the unexpired portion of the Term, and Tenant hereby assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award; provided, that nothing shall preclude Tenant from intervening in any such condemnation proceeding to claim or receive from the condemning authority any compensation to which Tenant may otherwise lawfully be entitled in such case in respect of Tenant's Property or moving expenses, provided the same do not include any value of the estate vested by this Lease in Tenant or of the unexpired portion of the Term and do not reduce the amount available to Landlord or materially delay the payment thereof.

(c) If all or any part of the Premises shall be taken for a limited period, Tenant shall be entitled, except as hereinafter set forth, to that portion of the award for such taking which represents compensation for the use and occupancy of the Premises, for the taking of Tenant's Property and for moving expenses, and Landlord shall be entitled to that portion which represents reimbursement for the cost of restoration of the Premises. This Lease shall remain unaffected by such taking and Tenant shall continue responsible for all of its obligations under this Lease to the extent such obligations are not affected by such taking and shall continue to pay in full all Rent when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date, that part of the award which represents compensation for the use and occupancy of the Premises shall be apportioned between Landlord and Tenant as of the Expiration Date. Any award for temporary use and occupancy for a period beyond the date to which the Rent has been paid shall be paid to, held and applied by Landlord as a trust fund for payment of the Rent thereafter becoming due.

(d) In the event of any taking which does not result in termination of this Lease, (i) Landlord, whether or not any award shall be sufficient therefor, shall proceed with reasonable diligence to repair the remaining parts of the Building and the Premises (other than those parts of the Premises which constitute Tenant's Property) to substantially their former

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condition to the extent that the same may be feasible (subject to reasonable changes which Landlord deems desirable) and so as to constitute a complete and rentable Building and Premises and (ii) Tenant, whether or not any award shall be sufficient therefor, shall proceed with reasonable diligence to repair the remaining parts of the Premises which constitute Tenant's Property, to substantially their former condition to the extent that the same may be feasible, subject to reasonable changes which shall be deemed Alterations.

**7.05 Casualty.** (a) If the Building or the Premises shall be partially or totally damaged or destroyed by fire or other casualty (each, a "Casualty") and if this Lease is not terminated as provided below, then (i) Landlord shall repair and restore the Building and the Premises (excluding all Fixtures and Tenant's Property) with reasonable dispatch (but Landlord shall not be required to perform the same on an overtime or premium pay basis) after notice to Landlord of the Casualty and the collection of the insurance proceeds attributable to such Casualty and (ii) Tenant shall repair and restore in accordance with Section 4.02 all Fixtures and Tenant's Property with reasonable dispatch after the Casualty.

(b) If all or part of the Premises shall be rendered untenable by reason of a Casualty, the Fixed Rent and the Additional Rent under Sections 2.04 and 2.05 shall be abated in the proportion that the untenable area of the Premises bears to the total area of the Premises, for the period from the date of the Casualty to the earlier of (i) the date the Premises is made tenable (provided, that if the Premises would have been tenable at an earlier date but for Tenant having failed diligently to prosecute repairs or restoration, then the Premises shall be deemed to have been made tenable on such earlier date and the abatement shall cease) or (ii) the date Tenant or any subtenant reoccupies a portion of the Premises for the ordinary conduct of business (in which case the Fixed Rent and the Additional Rent allocable to such reoccupied portion shall be payable by Tenant from the date of such occupancy). Landlord's determination of the date the Premises is tenable shall be controlling unless Tenant disputes same by notice to Landlord within 10 days after such determination by Landlord, and pending resolution of such dispute, Tenant shall pay Rent in accordance with Landlord's determination.

Notwithstanding the foregoing, if by reason of any act or omission by Tenant, any subtenant or any of their respective partners, directors, officers, servants, employees, agents or contractors, Landlord, any Superior Lessor or any Superior Mortgagee shall be unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) applicable to the Casualty, then, without prejudice to any other remedies which may be available against Tenant, there shall be no abatement of Rent. Nothing contained in this Section 7.05 shall relieve Tenant from any liability that may exist as a result of any Casualty.

(c) If by reason of a Casualty (i) the Building shall be totally damaged or destroyed, (ii) the Building shall be so damaged or destroyed (whether or not the Premises are damaged or destroyed) that Landlord's repair or restoration shall require more than 270 days or the expenditure of more than 20% percent of the full insurable value of the Building (which, for purposes of this Section 7.05(c), shall mean replacement cost less the cost of footings, foundations and other structures below the street and first floors of the Building) immediately prior to the Casualty or (iii) more than 30% of the Premises shall be damaged or destroyed (as estimated in any such case by a reputable contractor, architect or engineer designated by

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Landlord), then in any such case Landlord may terminate this Lease by notice given to Tenant within 180 days after the Casualty.

(d) Landlord shall not carry any insurance on any Tenant's Property or Fixtures and shall not be obligated to repair or replace Tenant's Property or Fixtures. Tenant shall look solely to Tenant's insurance for recovery of any damage to or loss of Tenant's Property or Fixtures. Tenant shall notify Landlord promptly of any Casualty in the Premises.

(e) This Section 7.05 shall be deemed an express agreement governing any damage or destruction of the Premises by fire or other casualty, and Section 227 of the New York Real Property Law providing for such a contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application.

## ARTICLE 8

### **Miscellaneous Provisions**

**8.01 Notice.** All notices, demands, consents, approvals, advices, waivers or other communications which may or are required to be given by either party to the other under this Lease (each, "Notice") shall be in writing and shall be delivered by (a) personal delivery, (b) the United States mail, certified or registered, postage prepaid, return receipt requested, or (c) a nationally recognized overnight courier, in each case addressed to the party to be notified at the address for such party specified in the first paragraph of this Lease (in the case of each Notice to Landlord to the attention of Building Management, with a copy to (i) RXR Realty, 625 RXR Plaza, Uniondale, New York 11556, Attention: Jason Barnett, Esq., Office of General Counsel and (ii) RXR Realty, 1330 Avenue of the Americas, New York, New York 10019, Attention: William Elder) or to such other place as the party to be notified may from time to time designate by at least 5 days' notice to the notifying party. Notices from Landlord may be given by Landlord's managing agent, if any, or by Landlord's attorney. Each Notice shall be deemed to have been given on the date such Notice is actually received as evidenced by a written receipt therefor, and in the event of failure to deliver by reason of changed address of which no Notice was given or refusal to accept delivery, as of the date of such failure.

**8.02 Building Rules.** Tenant shall comply with, and Tenant shall cause its licensees, employees, contractors, agents and invitees to comply with, the rules of the Building set forth in Exhibit C, as the same may be reasonably modified or supplemented by Landlord from time to time for the safety, care and cleanliness of the Premises and the Building and for preservation of good order therein. Landlord shall not be obligated to enforce the rules of the Building against Tenant or any other tenant of the Building or any other party, and Landlord shall have no liability to Tenant by reason of the violation by any tenant or other party of the rules of the Building; provided, that Landlord shall not enforce the rules of the Building in a manner which discriminates against Tenant. If any rule of the Building shall conflict with any provision of this Lease, such provision of this Lease shall govern.

**8.03 Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other

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than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

**8.04 Certain Definitions.** (a) "Landlord" means only the owner, at the time in question, of the Building or that portion of the Building of which the Premises are a part, or of a lease of the Building or that portion of the Building of which the Premises are a part, so that in the event of any transfer or transfers of title to the Building or of Landlord's interest in a lease of the Building or such portion of the Building, the transferor shall be and hereby is relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, and it shall be deemed, without further agreement, that such transferee has assumed all obligations of Landlord during the period it is the holder of Landlord's interest under this Lease.

(b) "Landlord shall have no liability to Tenant" or words of similar import mean that Tenant is not entitled to terminate this Lease, or to claim actual or constructive eviction, partial, or total, or to receive any abatement or diminution of Rent, or to be relieved in any manner of any of its other obligations under this Lease, or to be compensated for loss or injury suffered or to enforce any other right or kind of liability whatsoever against Landlord under or with respect to this Lease or with respect to Tenant's use or occupancy of the Premises.

(c) "Unavoidable Delay" means Landlord's inability to fulfill or delay in fulfilling any of its obligations under this Lease expressly or impliedly to be performed by Landlord (including, without limitation, Landlord's inability to make or delay in making any repairs, additions, alterations, improvements or decorations, or Landlord's inability to supply or delay in supplying any equipment or fixtures), if Landlord's inability or delay is due to or arises by reason of strikes, labor troubles or by accident, or by any cause whatsoever beyond Landlord's reasonable control, including, without limitation, Laws, other governmental actions, shortages or unavailability of labor, fuel, steam, water, electricity or materials, Tenant Delay, delays caused by other tenants or other occupants of the Building, acts of God, enemy or terrorist action, civil commotion, fire or other casualty.

**8.05 Quiet Enjoyment.** Tenant shall and may peaceably and quietly have, hold and enjoy the Premises, subject to the other terms of this Lease and to Superior Leases and Superior Mortgages, provided that Tenant pays the Fixed Rent and Additional Rent to be paid by Tenant and performs

all of Tenant's covenants and agreements contained in this Lease.

**8.06 Limitation of Landlord's Personal Liability.** Tenant shall look solely to Landlord's interest in the Project for the recovery of any judgment against Landlord, and no other property or assets of Landlord or Landlord's partners, officers, directors, members, managers, shareholders or principals, direct or indirect, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease.

**8.07 Counterclaims.** If Landlord commences any summary proceeding or action for nonpayment of Rent or to recover possession of the Premises, Tenant shall not interpose any counterclaim of any nature or description in any such proceeding or action, unless Tenant's failure to interpose such counterclaim in such proceeding or action would result in the waiver of Tenant's right to bring such claim in a separate proceeding under applicable law.

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**8.08 Survival.** All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to Tax Payments, Operating Payments and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

**8.09 Certain Remedies.** If Tenant requests Landlord's consent and Landlord fails or refuses to give such consent, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent, it being intended that Tenant's sole remedy shall be an action for specific performance or injunction, and that such remedy shall be available only in those cases where this Lease provides that Landlord shall not unreasonably withhold its consent. No dispute relating to this Lease or the relationship of Landlord and Tenant under this Lease shall be resolved by arbitration unless this Lease expressly provides for such dispute to be resolved by arbitration.

**8.10 No Offer.** The submission by Landlord of this Lease in draft form shall be solely for Tenant's consideration and not for acceptance and execution. Such submission shall have no binding force or effect and shall confer no rights nor impose any obligations, including brokerage obligations, on either party unless and until both Landlord and Tenant shall have executed a lease and duplicate originals thereof shall have been delivered to the respective parties.

**8.11 Captions; Construction.** The table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease.

**8.12 Amendments.** This Lease may not be altered, changed or amended, except by an instrument in writing signed by the party to be charged.

**8.13 Brokers.** Each party represents to the other that such party has dealt with no broker other than the Brokers in connection with this Lease or the Building, and each party shall indemnify and hold the other harmless from and against all loss, cost, liability and expense (including, without limitation, reasonable attorneys' fees and disbursements) arising out of any claim for a commission or other compensation by any broker other than the Brokers who alleges that it has dealt with the indemnifying party in connection with this Lease or the Building. Landlord shall enter into a separate agreement with the Brokers which provides that, if this Lease is executed and delivered by both Landlord and Tenant, Landlord shall pay to the Brokers a commission to be agreed upon between Landlord and the Brokers, subject to, and in accordance with, the terms and conditions of such agreement.

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**8.14 Merger.** Tenant acknowledges that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease. This Lease embodies the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understanding and statements, oral or written, with respect thereto are merged in this Lease.

**8.15 Successors.** This Lease shall be binding upon and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, its successors, and to the extent that an assignment may be approved by Landlord, Tenant's assigns.

**8.16 Applicable Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any principles of conflicts of laws.

**8.17 No Development Rights.** Tenant acknowledges that it has no rights to any development rights, air rights or comparable rights appurtenant to the Project, and consents, without further consideration, to any utilization of such rights by Landlord. Tenant shall promptly execute and deliver any instruments which may be requested by Landlord, including instruments merging zoning lots, evidencing such acknowledgment and consent. The provisions of this Section 8.1.7 shall be construed as an express waiver by Tenant of any interest Tenant may have as a "party in interest" (as such term is defined in Section 12-10 Zoning Lot of the Zoning Resolution of the City of New York) in the Project.

**8.18 Condominium.** This Lease and all rights of Tenant hereunder are and shall be subject and subordinate in all respects to any condominium declaration and any other documents (collectively, the "Declaration") which are or shall be recorded in order to convert the Land and the improvements erected thereon to a condominium form of ownership in accordance with the provisions of Article 9-B of the Real Property Law, or any successor thereto, provided the Declaration does not include other terms which increase Tenant's obligations (in any material respect) or decrease Tenant's rights (in any material respect). If any such Declaration is to be recorded, Tenant, upon the request of Landlord, shall enter into an amendment of this Lease confirming such subordination and modifying the Lease in such respects as shall be necessary to conform to such condominiumization, including, without limitation, appropriate adjustments to Tenant's Tax Share and Tenant's Operating Share and appropriate reductions in the Operating Expenses for the Base

Operating Year and the Base Tax Amount; provided, that, such amendment shall not reduce Tenant's rights or increase Tenant's obligations under this Lease (in either case in any material respect) or increase Tenant's monetary obligations under the Lease.

**8.19 Embargoed Person.** Tenant represents that as of the date of this Lease, and Tenant covenants that throughout the term of this Lease: (a) Tenant is not, and shall not be, an Embargoed Person, (b) none of the funds or other assets of Tenant are or shall constitute property of, or are or shall be beneficially owned, directly or indirectly, by any Embargoed Person; (c) no Embargoed Person shall have any interest of any nature whatsoever in Tenant, with the result that the investment in Tenant (whether directly or indirectly) is or would be blocked or prohibited by law or that this Lease and performance of the obligations hereunder are

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or would be blocked or in violation of law and (d) none of the funds of Tenant are, or shall be derived from, any activity with the result that the investment in Tenant (whether directly or indirectly) is or would be blocked or in violation of law or that this Lease and performance of the obligations hereunder are or would be in violation of law. "Embargoed Person" means a person, entity or government (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the United States Treasury Department Office of Foreign Assets Control and/or any similar list maintained pursuant to any authorizing statute, executive order or regulation (the "List") and/or (ii) subject to trade restrictions under United States law, including, without limitation, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated under any such laws, with the result that the investment in Tenant (whether directly or indirectly), is or would be prohibited by law or this Lease is or would be in violation of law and/or (iii) subject to blocking, sanction or reporting under the USA Patriot Act, as amended; Executive Order 13224, as amended; Title 31, Parts 595, 596 and 597 of the U.S. Code of Federal Regulations, as they exist from time to time; and any other law or Executive Order or regulation through which the U.S. Department of the Treasury has or may come to have sanction authority. If any representation made by Tenant pursuant to this Section 8.19 shall become untrue Tenant shall within 10 days give written notice thereof to Landlord, which notice shall set forth in reasonable detail the reason(s) why such representation has become untrue and shall be accompanied by any relevant notices from, or correspondence with, the applicable governmental agency or agencies.

Tenant covenants and agrees (a) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify Landlord if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the lease and (d) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof. Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the term of the lease shall be a default hereunder. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a default under this lease. Tenant hereby agrees to provide Landlord at any time and from time to time, within three (3) days after request, a list of all members, officers, directors, partners, principals and shareholders of Tenant (and any subtenant, assignee, other permitted occupant and guarantor of this lease).

**8.20 Counterparts.** This Lease may be executed in counterparts each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

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**8.21 Tax Status of Beneficial Owner.** Tenant recognizes and acknowledges that Landlord and/or certain beneficial owners of Landlord may from time to time qualify as real estate investment trusts pursuant to Sections 856, et seq. of the Internal Revenue Code and that avoiding (a) the loss of such status, (b) the receipt of any income derived under any provision of this Lease that does not constitute "rents from real property" (in the case of real estate investment trusts), and (c) the imposition of income, penalty or similar taxes (each an "Adverse Event") is of material concern to Landlord and such beneficial owners. In the event that this Lease or any document contemplated hereby could, in the opinion of counsel to Landlord, result in or cause an Adverse Event, Tenant agrees to cooperate with Landlord in negotiating an amendment or modification thereof and shall at the request of Landlord execute and deliver such documents reasonably required to effect such amendment or modification. Any amendment or modification pursuant to this Section 8.21 shall be structured so that the economic results to Landlord and Tenant shall be substantially similar to those set forth in this Lease without regard to such amendment or modification. Without limiting any of Landlord's other rights under this Section 8.21, Landlord may waive the receipt of any amount payable to Landlord hereunder and such waiver shall constitute an amendment or modification of this Lease with respect to such payment. Tenant expressly covenants and agrees not to enter into any sublease or assignment which provides for rental or other payment for such use, occupancy, or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied, or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported sublease or assignment shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy, or utilization of any part of the Premises..

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

Landlord:

**RXR HB OWNER LLC**

By: /s/ Richard J. Conniff

Name: Richard J. Conniff

Title: Authorized Person

Tenant:

**Y-MABS THERAPEUTICS, INC.**

Tenant's Federal Tax I.D. No.:

47-4619612

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**EXHIBIT A**

**OMITTED**

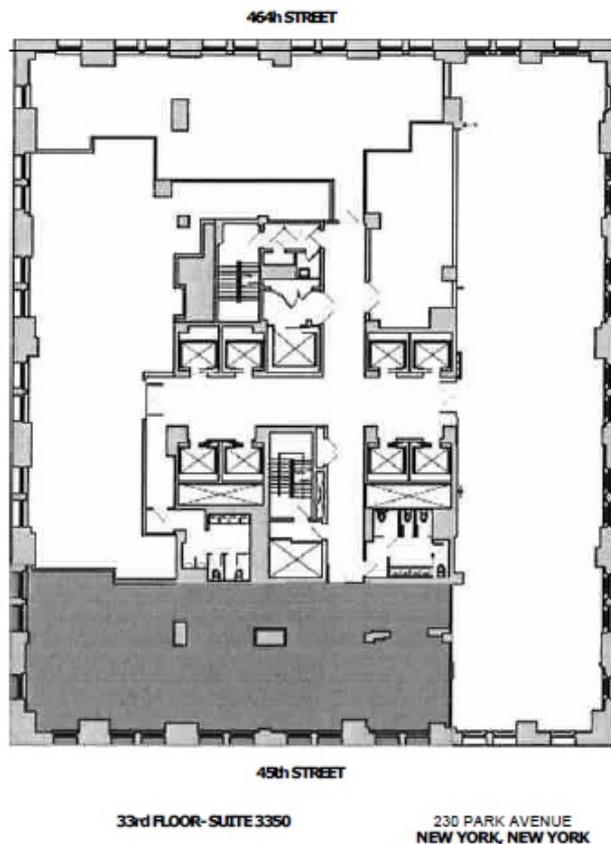
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**EXHIBIT B**

**FLOOR PLAN**

This floor plan below is solely to indicate the Premises by the shading. All areas, conditions, dimensions and locations are approximate.



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**EXHIBIT C**

**RULES AND REGULATIONS**

1. The rights of each tenant in the entrances, corridors, elevators and escalators servicing the Building are limited to ingress and egress from such tenant's premises for the tenant and its employees, licensees and invitees, and no tenant shall use, or permit the use of, the entrances, corridors, escalators or elevators for any other purpose. No tenant shall invite to the tenant's premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, escalators, elevators and other facilities of the Building by any other tenants. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose by the tenants, their employees, licensees or invitees. No tenant shall encumber or obstruct, or permit the encumbrance or obstruction of, any of the sidewalks, plazas, entrances, corridors, escalators, elevators, fire exits or stairways of the Building. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it in its reasonable judgment deems best for the benefit of the tenants generally.

2. Landlord may refuse admission to the Building outside of Business Hours on Business Days to any person not known to the watchman in charge or not having a pass issued by Landlord or the tenant whose premises are to be entered or not otherwise properly identified, and Landlord may require all persons admitted to or leaving the Building to provide appropriate identification. Tenant shall be responsible for all persons for whom it issues any such pass and shall be liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character or reputation of the Building or of its tenants may be ejected therefrom.

During any invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building by closing the doors or otherwise for the safety of the tenants and protection of property in the Building.

3. Only Landlord or persons reasonably approved by Landlord shall be permitted to furnish to the Premises ice, drinking water, food, beverage, linen, towel, barbering, bootblacking, floor polishing, cleaning or other similar services.

4. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens which are different from the standards adopted by Landlord for the Building shall be attached to or hung in, or used in connection with, any exterior window or door of the premises of any tenant, without the prior written consent of Landlord. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner approved by Landlord, which approval shall not be unreasonably withheld.

5. No lettering, sign, advertisement, notice or object shall be displayed in or on the exterior windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, without the prior written consent of Landlord. In the event of the violation of the foregoing by any

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tenant, Landlord may remove the same without any liability, and may charge the expense incurred in such removal to the tenant violating this rule. Interior signs, elevator cab designations and lettering on doors and the Building directory shall, if and when approved by Landlord, be inscribed, painted or affixed for each tenant by Landlord at the expense of such tenant, and shall be of a size, color and style reasonably acceptable to Landlord.

6. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills or on the peripheral air conditioning enclosures, if any.

7. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules.

8. No vehicles (other than bicycles in accordance with Landlord's rules therefor), animals, fish or birds of any kind (other than service animals permitted in accordance with applicable Laws) shall be brought into or kept in or about the premises of any tenant or the Building.

9. No noise, including, without limitation, music or the playing of musical instruments, recordings, radios or television, which, in the reasonable judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant. Nothing shall be done or permitted in the premises of any tenant which would impair or interfere with the use or enjoyment by any other tenant of any space in the Building.

10. No tenant, nor any tenant's contractors, employees, agents, visitors or licensees, shall at any time bring into or keep upon the premises or the Building any inflammable, combustible, explosive, or otherwise hazardous or dangerous fluid, chemical, substance or material.

11. Additional locks or bolts of any kind which shall not be operable by the Grand Master Key for the Building shall not be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by said Grand Master Key. Additional keys for a tenant's premises and toilet rooms shall be procured only from Landlord who may make a reasonable charge therefor. Each tenant shall, upon the termination of its tenancy, turn over to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the cost thereof.

12. All removals, or the carrying in or out of any safes, freight, furniture, packages, boxes, crates or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Landlord or its agent may reasonably determine from time to time. The persons employed to move safes and other heavy objects shall be reasonably acceptable to Landlord and, if so required by law, shall hold a Master Rigger's license. Arrangements will be made by Landlord with any tenant for moving large quantities of furniture and equipment into or out of the Building. All labor and engineering costs incurred by

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Landlord in connection with any moving specified in this rule, including a reasonable charge for overhead shall be paid by tenant to Landlord, on demand.

13. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the lease of which this Exhibit is a part. Landlord may require any person leaving the Building with any package or other object or matter to submit a pass, listing such package or object or matter, from the tenant from whose premises the package or object or matter is being removed, but the establishment and enlargement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the premises of such tenant. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the premises or the Building under the provisions of this Rule or of Rule 2 hereof.

14. No tenant shall occupy or permit any portion of its premises to be occupied as an office for a public stenographer or public typist, or for the possession, storage, manufacture, or sale of liquor, narcotics, dope, tobacco in any form, or as a barber, beauty or manicure shop, or as a school. No tenant shall use, or permit its premises or any part thereof to be used, for manufacturing, or the sale at retail or auction of merchandise, goods or property of any kind.

15. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in Landlord's reasonable judgment, tends to impair the reputation of the Building or its desirability as a building for others, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign.

16. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon any tenant's premises. If, in the reasonable judgment of Landlord, it is necessary to distribute the concentrated weight of any heavy object, the work involved in such distribution shall be done at the expense of the tenant and in such manner as Landlord shall determine.

17. No machinery or mechanical equipment other than ordinary portable business machines may be installed or operated in any tenant's premises without Landlord's prior written consent which consent shall not be unreasonably withheld or delayed, and in no case (even where the same are of a type so excepted or as so consented to by Landlord) shall any machines or mechanical equipment be so placed or operated as to disturb other tenants; but machines and mechanical equipment which may be permitted to be installed and used in a tenant's premises shall be so equipped, installed and maintained by such tenant as to prevent any disturbing noise, vibration or electrical or other interference from being transmitted from such premises to any other area of the Building.

18. Landlord, its contractors, and their respective employees shall have the right to use, without charge therefor, all light, power and water in the premises of any tenant while cleaning or making repairs or alterations in the premises of such tenant.

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19. No premises of any tenant shall be used for lodging of sleeping or for any immoral or illegal purpose.

20. The requirements of tenants will be attended to only upon application at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.

21. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

22. Tenant shall not cause or permit any unusual or objectionable fumes, vapors or odors to emanate from the Premises which would annoy other tenants or create a public or private nuisance. No cooking shall be done in the Premises except as is expressly permitted in the Lease.

23. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, which would impair or interfere with any of the Building's services or the proper and economic heating, ventilating, air conditioning, cleaning or other servicing of the Building or the premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the reasonable judgment of Landlord, might cause any such impairment or interference.

24. No acids, vapors or other materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Building which may damage them. The water and wash closets and other plumbing fixtures in or serving any tenant's premises shall not be used for any purpose other than the purposes of which they were designed or constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have, caused the same. Any cuspidors or containers or receptacles used as such in the premises of any tenant, or for garbage or similar refuse, shall be emptied, cared for and cleaned by and at the expense of such tenant.

25. All entrance doors in each tenant's premises shall be left locked and all windows shall be left closed by the tenant when the tenant's premises are not in use. Entrance doors shall not be left open at any time. Each tenant, before closing and leaving its premises at any time, shall turn out all lights.

26. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building.

27. All windows in each tenant's premises shall be kept closed, and all blinds therein above the ground floor shall be lowered as reasonably required because of the position of the sun, during the operation of the Building air-conditioning system to cool or ventilate the tenant's premises. If Landlord shall elect to install any energy saving film on the windows of the Premises or to install energy saving windows in place of the present windows, tenant shall cooperate with the reasonable requirements of Landlord in connection with such installation and thereafter the maintenance and replacement of the film and/or windows and permit Landlord to

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have access to the tenant's premises at reasonable times during Business Hours to perform such work.

28. If the Premises be or become infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, employees, visitors or licensees, Tenant shall at Tenant's expense cause the same to be exterminated from time to time to the reasonable satisfaction of Landlord and shall employ such exterminators and such exterminating company or companies as shall be designated by Landlord, or if none is so designated as reasonably approved by Landlord.

29. To the extent there is a conflict between the provisions contained in the Lease or this Exhibit C annexed thereto, the provisions of the Lease shall govern and control.

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**EXHIBIT D**

**STANDARD CLEANING SPECIFICATIONS**

## **OFFICES AND OTHER TENANT AREAS**

Cleaning and additional cleaning operations shall be scheduled so that an absolute minimum number of lights are to be left on at all times. Upon completion of the cleaning, all lights must be turned off. All doors shall be closed and locked if applicable.

### **Nightly**

- Litter shall be removed from all floor surfaces. All carpeting and rugs are to be vacuum-cleaned using an approved rotary-type vacuum cleaner one time per week.
- Dust all furniture nightly.
- Remove regular office trash from office areas and bring to the central collection point.
- Damp-wipe all telephones as necessary with approved cleaner/disinfectant.
- Keep slop sink clean and polished. Janitorial rooms are to be kept in a neat and orderly condition at all times.
- Clean all water fountains and coolers. Remove all fingerprints from all painted surfaces near light switches and entrance doors.

### **Weekly**

- Dust all baseboards, accessible convector covers/sills and chair rails.

### **Monthly**

- All stone, ceramic tiles, marble, terrazzo and other un-waxed flooring to be swept, dusted and washed once a month.
- All linoleum, vinyl, rubber VCT tile and other similar types of flooring to be swept monthly using approved dust-down preparation.

### **Quarterly**

- Dust all picture frames, charts and similar hangings that are not reached in nightly cleaning.
- Dust all air conditioning louvers, grills, etc. not reached in nightly cleaning.

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## **BASE BUILDING LAVATORIES**

### **Nightly**

- Scour, wash and disinfect all toilet seats (both sides) basins, bowls and urinals throughout.
- Sweep and wash all lavatory floors using proper cleaner/disinfectants.
- Wash all mirrors, powder shelves, bright work and enameled surfaces in all lavatories.
- Hand dust, washing where necessary, all partitions, dispensers, and receptacles in all lavatories and rest rooms.
- Empty waste, wipe clean and polish all receptacles and remove paper to designated areas.
- Fill soap dispensers systems.
- Supply and service all disposable paper product dispensers.
- Empty and clean sanitary disposal receptacles.
- Clean and wash all receptacles and dispensers with a cleaning/disinfectant solution
- Remove fingerprint marks from painted surfaces.

### **Weekly**

- Machine scrub floors once a month.
- Hand-dust, clean, and wash all tile walls.
- High dusting, which will include lights, walls and grilles.

## **WINDOW CLEANING**

- Wash all interior and exterior building glass three times per year.

**EXHIBIT E****LANDLORD'S WORK**

1. Landlord will deliver the Premises broom clean, free of construction materials related to facade repairs and with interior walls, as applicable, in the Premises repaired as needed and painted pursuant to standards adopted by Landlord for the Building ("Landlord's Work"). Landlord does not represent, warrant or guaranty that Landlord shall achieve Substantial Completion of Landlord's Work by any specific date, and the failure by Landlord, for any reason whatsoever, to achieve Substantial Completion of Landlord's Work by any specific date, shall not (i) give rise to any liability or obligation of Landlord to Tenant, (ii) entitle Tenant to any compensation, abatement or diminution of Rent, and (iii) except as expressly set forth in this Lease, relieve Tenant from any of its obligations under this Lease or otherwise give rise to any rights of Tenant as against Landlord or with respect to this Lease.

2. If Landlord shall be delayed in Substantially Completing Landlord's Work as a result of any act, neglect, failure or omission of Tenant, its agents, employees, contractors or sub-contractors, including, without limitation, any of the following, such delay shall be deemed a "Tenant Delay":

- Landlord's Work;
- (i) Tenant's failure to cooperate with Landlord, Landlord's agent, the contractor, architect and all other parties involved in
  - (ii) Tenant's request for any change, addition or modification in Landlord's Work;
  - (iii) Tenant's failure to pay to Landlord any monies required to be paid pursuant to this Lease within the time period set forth therein;
  - (iv) Tenant's request for materials, finishes or installations that are not readily available at the time Landlord is ready to install same;
  - (v) The performance of work by a person, firm or corporation employed by Tenant and delays in the completion of the said work by said person, firm or corporation;
  - (vi) Any delay which results from any act or omission of Tenant or Tenant's employees, agents or contractors, and;
  - (vii) Any other failure by Tenant to comply with its obligations under the Lease.

3. Notwithstanding any other provision of this Exhibit E and/or the Lease, if the Substantial Completion Date shall be delayed by reason of a Tenant Delay or Unavoidable Delay, the Landlord's Work shall be deemed Substantially Completed as of the date that the Landlord's Work would have been substantially completed but for any such Tenant Delay or

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Unavoidable Delay and there shall not be any postponement of the Commencement Date or Rent Commencement Date or any other rent abatement or monetary concession whatsoever on account of such Tenant Delay or Unavoidable Delay.

4. The date that Landlord Substantially Completes Landlord's Work shall be deemed the "Substantial Completion Date." For the purposes of this Lease and this Exhibit E, the terms "Substantial Completion", "Substantially Completed" and "Substantially Complete" shall mean that, with the exception of (i) minor details of construction, mechanical adjustments or decoration which do not materially interfere with Tenant's use of the Premises, and (ii) items of work which, in accordance with good construction practice, should be completed after the completion of other work to be performed by Tenant in the Premises (collectively, "Punch List Items"), Landlord's Work shall have been completed. Landlord shall use reasonable efforts, subject to Unavoidable Delays and/or Tenant Delays and without any obligation to use overtime or premium labor, to Substantially Complete Landlord's Work by March 15, 2018.

5. In addition to (and not a part of) Landlord's Work, Landlord shall provide and install in the pantry in the Premises, with reasonable promptness after the Commencement Date and provided Tenant is not in default under this lease after notice and expiration of applicable cure periods, a Building standard dishwasher and countertop microwave.

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**EXHIBIT F****OMITTED**

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**EXHIBIT G****FORM OF LETTER OF CREDIT**

[LETTERHEAD OF ISSUING BANK]

AMOUNT: [\$            ]  
ISSUANCE DATE:  
EXPIRATION DATE: [ONE YEAR FROM ISSUANCE]

BENEFICIARY:

RXR HB Owner LLC  
c/o RXR Realty LLC  
625 RXR Plaza  
Uniondale, New York 11556  
Attention: Tom Carey, Corporate Controller

Re: IRREVOCABLE LETTER OF CREDIT  
Applicant's Name: [Name of Tenant]  
Property Address:

Ladies and Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit No.           , in the amount of [            ], which is unconditionally available for payment by your draft at sight.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended for a period of one (1) year from the present or any future expiration date unless we shall notify you by written notice mailed by certified mail, return receipt requested, at least 60 days prior to such expiration date that we elect not to renew for such additional period. In the event we elect not to renew, the amount of this Letter of Credit is available for payment of your draft credit at sight.

We hereby engage with you that your drawings in conformity with the terms of this Letter of Credit will be duly honored upon presentation of your sight draft in the form of Exhibit A attached hereto at our office at [           , New York, New York] and will be honored on the Banking Day (as hereinafter defined) received if presented at such office prior to 2:00 P.M. All drafts presented at such office after 2:00 P.M. will be duly honored on the next Banking Day. For the purposes hereof, "Banking Day" means a day of the year on which banks in New York, New York are not required or authorized, by applicable law, to close.

This Letter of Credit is payable in multiple drafts and may be transferred by you without charge to you. Any transfer charges are for the account of the Applicant and the receipt

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of such charges shall not be a condition of transfer. Partial drawings hereunder shall be permitted.

Transfer of this Letter of Credit by you is subject to our receipt of your notice of transfer annexed hereto as Exhibit B. Successive transfers shall be permitted.

If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions hereof, we will notify you on the day of presentation by email to [tcarey@rxrrealty.com](mailto:tcarey@rxrrealty.com) (Tom Carey) stating the reasons therefor and advising you that we are holding the documents presented at your disposal or are returning them to you, as you may elect by notice to us in writing. Upon being notified that the purported presentation was not effected in conformity with this Letter of Credit, you may attempt to correct any such nonconforming demand for payment.

Except as expressly stated herein, this undertaking is not subject to any agreements, requirements or qualifications. Our obligation under this Letter of Credit is our individual obligation and is in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien, security interest or any other reimbursement. This Letter of Credit is not subject to offset of any kind by the Issuer, whether for claims against you, the Applicant or any other person or entity, regardless of how such claims arise. This Letter of Credit may not be revoked or amended without your written approval and shall remain in full force and effect until it expires in accordance with the terms hereof

If Applicant becomes a debtor in a case under title 11 of the United States Code (the "Bankruptcy Code"), or in any other insolvency or similar proceeding, the obligations of Issuer to You hereunder shall not be reduced, limited, impaired, discharged, deferred, suspended, stayed, terminated or otherwise affected by reason thereof or by reason of any provisions of the Bankruptcy Code (including, but not limited to, sections 362 and 502(b) of the Bankruptcy Code), or the provisions of any other insolvency or similar law.

Except as set forth herein, this Letter of Credit is subject to the International Standby Practices-ISP98, International Chamber of Commerce Publication 590 ("ISP") and as to matters not governed by the ISP, shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles.

Sincerely yours,

[            BANK]

By \_\_\_\_\_  
Its: \_\_\_\_\_



**Y-MABS THERAPEUTICS, INC.  
2018 EQUITY INCENTIVE PLAN  
RESTRICTED STOCK AWARD GRANT NOTICE**

Y-mAbs Therapeutics, Inc., a Delaware corporation, (the “Company”), pursuant to its 2018 Equity Incentive Plan, as amended from time to time (the “Plan”), hereby grants to the holder listed below (the “Participant”) the number of shares of the Company’s Common Stock set forth below (the “Shares”) subject to all of the terms and conditions as set forth herein and in the Restricted Stock Award Agreement attached hereto as Exhibit A (the “Agreement”) (including without limitation the Restrictions on the Shares set forth in the Agreement) and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Restricted Stock Award Grant Notice (the “Grant Notice”) and the Agreement.

**Participant:** [ ]  
**Grant Date:** [ ]  
**Total Number of Shares of Restricted Stock:** [ ] Shares  
**Vesting Commencement Date:** [ ]  
**Vesting Schedule:** [ ]

**Termination:** If the Participant experiences a Termination of Service, any Shares that have not become vested on or prior to the date of such Termination of Service will thereupon be automatically forfeited by the Participant, and the Participant’s rights in such Shares shall thereupon lapse and expire.

By his or her signature and the Company’s signature below, the Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and this Grant Notice. The Participant has reviewed the Agreement, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Agreement and the Plan. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement. In addition, by signing below, the Participant also agrees that the Company, in its sole discretion, may satisfy any withholding obligations in accordance with Section 2.2(c) of the Agreement by (i) withholding shares of Common Stock otherwise issuable to the Participant upon vesting of the Shares, (ii) instructing a broker on the Participant’s behalf to sell Shares upon vesting and submit the proceeds of such sale to the Company, or (iii) using any other method permitted by Section 2.2(c) of the Agreement or the Plan.

**Y-MABS THERAPEUTICS, INC.:**

**PARTICIPANT:**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

**EXHIBIT A  
RESTRICTED STOCK AWARD AGREEMENT**

Pursuant to the Restricted Stock Award Grant Notice (the “Grant Notice”) to which this Restricted Stock Award Agreement (this “Agreement”) is attached, Y-mAbs Therapeutics, Inc., a Delaware corporation, (the “Company”) has granted to the Participant the number of shares of Restricted Stock (the “Shares”) under the Company’s 2018 Equity Incentive Plan, as amended from time to time (the “Plan”), as set forth in the Grant Notice. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and Grant Notice.

**ARTICLE I.**

**GENERAL**

1.1 Incorporation of Terms of Plan. The Award (as defined below) is subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

**ARTICLE II.**

**AWARD OF RESTRICTED STOCK**

2.1 Award of Restricted Stock.

(a) Award. Pursuant to the Grant Notice and upon the terms and conditions set forth in the Plan and this Agreement, effective as of the Grant Date set forth in the Grant Notice, the Company has granted to the Participant an award of Restricted Stock (the “Award”) under the Plan in consideration of the Participant’s past and/or continued employment with or service to the Company or any Subsidiary, and for other good and valuable consideration. The number of Shares subject to the Award is set forth in the Grant Notice. The Participant is an Employee, Director or Consultant of the Company or one of its Subsidiaries.

(b) Escrow. The Participant, by acceptance of the Award, shall be deemed to appoint, and does so appoint, the Secretary of the Company or such other escrow holder as the Administrator may appoint to hold the Shares in escrow as the Participant's attorney(s)-in-fact to effect any transfer of unvested forfeited Shares (or Shares otherwise reacquired by the Company hereunder) to the Company as may be required pursuant to the Plan or this Agreement and to execute such documents as the Company or such representatives deem necessary or advisable in connection with any such transfer.

(c) Removal of Notations. As soon as administratively practicable after the vesting of any Shares subject to the Award pursuant to Section 2.2(b) hereof, the Company shall remove the notations on any Shares subject to the Award which have vested (or such lesser number of Shares as may be permitted pursuant to Section 10.5 of the Plan). The Participant (or the beneficiary or personal representative of the Participant in the event of the Participant's death or incapacity, as the case may be) shall deliver to the Company any representations or other documents or assurances required by the Company.

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## 2.2 Restrictions.

(a) Forfeiture. Notwithstanding any contrary provision of this Agreement, upon the Participant's Termination of Service for any or no reason, any Shares subject to Restrictions shall thereupon be forfeited immediately and without any further action by the Company, and the Participant's rights in such Shares shall thereupon lapse and expire.

(b) Vesting and Lapse of Restrictions. As of the Grant Date, one hundred percent (100%) of the Shares shall be subject to a risk of forfeiture and the transfer restrictions set forth in Section 3.3 hereof (collectively, such risk of forfeiture and such transfer restrictions, the "Restrictions"). The Award shall vest and Restrictions shall lapse in accordance with the vesting schedule set forth in the Grant Notice (rounding down to the nearest whole Share).

(c) Tax Withholding. As set forth in Section 10.5 of the Plan, the Company shall have the authority and the right to deduct or withhold, or to require the Participant to remit to the Company, an amount sufficient to satisfy all applicable federal, state and local taxes required by law to be withheld with respect to any taxable event arising in connection with the Award. The Company shall not be obligated to transfer Shares held in escrow to the Participant or the Participant's legal representative until the Participant or the Participant's legal representative shall have paid or otherwise satisfied in full the amount of all federal, state and local taxes applicable to the taxable income of the Participant resulting from the grant or vesting of the Award or the issuance of Shares.

(d) Stop Transfer Instructions. To ensure compliance with the Restrictions, the provisions of the charter documents of the Company, and/or Applicable Law and for other proper purposes, the Company may issue appropriate "stop transfer" and other instructions to its transfer agent with respect to the Restricted Stock. The Company shall notify the transfer agent as and when the Restrictions lapse.

2.3 Consideration to the Company. In consideration of the grant of the Award pursuant hereto, the Participant agrees to render faithful and efficient services to the Company or any Subsidiary.

## ARTICLE III.

### OTHER PROVISIONS

3.1 Section 83(b) Election. If the Participant makes an election under Section 83(b) of the Code to be taxed with respect to the Restricted Stock as of the date of transfer of the Restricted Stock rather than as of the date or dates upon which the Participant would otherwise be taxable under Section 83(a) of the Code, the Participant hereby agrees to deliver a copy of such election to the Company promptly after filing such election with the Internal Revenue Service.

3.2 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon the Participant, the Company and all other interested persons. No member of the Administrator or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the Award.

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3.3 Restricted Stock Not Transferable. Until the Restrictions hereunder lapse or expire pursuant to this Agreement and the Shares vest, the Restricted Stock (including any Shares or other securities or property received by the Participant with respect to Restricted Stock as a result of stock dividends, stock splits or any other form of recapitalization) shall be subject to the restrictions on transferability set forth in Section 10.1 of the Plan.

3.4 Rights as Stockholder. Except as otherwise provided herein, upon the Grant Date, the Participant shall have all the rights of a stockholder of the Company with respect to the Shares, subject to the Restrictions, including, without limitation, voting rights and rights to receive any cash or stock dividends, in respect of the Shares subject to the Award and deliverable hereunder.

3.5 Tax Consultation. The Participant understands that the Participant may suffer adverse tax consequences in connection with the Restricted Stock granted pursuant to this Agreement (and the Shares issuable with respect thereto). The Participant represents that the Participant has consulted with any tax consultants the Participant deems advisable in connection with the Restricted Stock and that the Participant is not relying on the Company for any tax advice.

3.6 Adjustments Upon Specified Events. The Administrator may accelerate the vesting of the Restricted Stock in such circumstances as it, in its sole discretion, may determine. The Participant acknowledges that the Restricted Stock is subject to adjustment, modification and termination in certain events as provided in this Agreement and Article IX of the Plan.

3.7 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Participant shall be addressed to the Participant at the Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.7, either party may hereafter designate a different address for notices

to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

3.8 Participant's Representations. If the Shares issuable hereunder have not been registered under the Securities Act or any applicable state laws on an effective registration statement at the time of such issuance, the Participant shall, if required by the Company, concurrently with such issuance, make such written representations as are deemed necessary or appropriate by the Company and/or its counsel.

3.9 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.10 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.11 Conformity to Securities Laws. The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange

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Act, and any and all Applicable Law. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Award is granted, only in such a manner as to conform to such Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such Applicable Law.

3.12 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; *provided, however*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Award in any material way without the prior written consent of the Participant.

3.13 Successors and Assigns. The Company or any Subsidiary may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company and its Subsidiaries. Subject to the restrictions on transfer set forth in Section 3.3 hereof, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

3.14 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if the Participant is subject to Section 16 of the Exchange Act, then the Plan, the Award and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.15 Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an Employee or other service provider of the Company or any of its Subsidiaries or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of the Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and the Participant.

3.16 Entire Agreement. The Plan, the Grant Notice and this Agreement (including all Exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and its Subsidiaries and the Participant with respect to the subject matter hereof.

3.17 Limitation on the Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant shall have only the rights of a general unsecured creditor of the Company and its Subsidiaries with respect to amounts credited and benefits payable, if any, with respect to the Shares issuable hereunder.

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Y-MABS THERAPEUTICS, INC.

2018 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD GRANT NOTICE

Y-mAbs Therapeutics, Inc., a Delaware corporation, (the “Company”), pursuant to its 2018 Equity Incentive Plan, as amended from time to time (the “Plan”), hereby grants to the holder listed below (the “Participant”), an award of restricted stock units (“Restricted Stock Units” or “RSUs”). Each vested Restricted Stock Unit represents the right to receive, in accordance with the Restricted Stock Unit Award Agreement attached hereto as Exhibit A (the “Agreement”), one share of Common Stock (“Share”). This award of Restricted Stock Units is subject to all of the terms and conditions set forth herein and in the Agreement and the Plan, each of which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Restricted Stock Unit Award Grant Notice (the “Grant Notice”) and the Agreement.

**Participant:** [ ]

**Grant Date:** [ ]

**Total Number of RSUs:** [ ]

**Vesting Commencement Date:** [ ]

**Vesting Schedule:** [ ]

**Termination:** If the Participant experiences a Termination of Service, all RSUs that have not become vested on or prior to the date of such Termination of Service will thereupon be automatically forfeited by the Participant without payment of any consideration therefor.

By his or her signature and the Company’s signature below, the Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and this Grant Notice. The Participant has reviewed the Agreement, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Agreement and the Plan. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement. In addition, by signing below, the Participant also agrees that the Company, in its sole discretion, may satisfy any withholding obligations in accordance with Section 2.6(b) of the Agreement by (i) withholding shares of Common Stock otherwise issuable to the Participant upon vesting of the RSUs, (ii) instructing a broker on the Participant’s behalf to sell shares of Common Stock otherwise issuable to the Participant upon vesting of the RSUs and submit the proceeds of such sale to the Company, or (iii) using any other method permitted by Section 2.6(b) of the Agreement or the Plan.

Y-MABS THERAPEUTICS, INC.:

PARTICIPANT:

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

EXHIBIT A

RESTRICTED STOCK UNIT AWARD AGREEMENT

Pursuant to the Restricted Stock Unit Award Grant Notice (the “Grant Notice”) to which this Restricted Stock Unit Award Agreement (this “Agreement”) is attached, Y-mAbs Therapeutics, Inc., a Delaware corporation (the “Company”), has granted to the Participant the number of restricted stock units (“Restricted Stock Units” or “RSUs”) set forth in the Grant Notice under the Company’s 2018 Equity Incentive Plan, as amended from time to time (the “Plan”). Each Restricted Stock Unit represents the right to receive one share of Common Stock (a “Share”) upon vesting. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and Grant Notice.

ARTICLE I.

GENERAL

1.1 Incorporation of Terms of Plan. The RSUs are subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II.

GRANT OF RESTRICTED STOCK UNITS

2.1 Grant of RSUs. Pursuant to the Grant Notice and upon the terms and conditions set forth in the Plan and this Agreement, effective as of the Grant Date set forth in the Grant Notice, the Company hereby grants to the Participant an award of RSUs under the Plan in consideration of the Participant’s past and/or continued employment with or service to the Company or any Subsidiaries and for other good and valuable consideration.

2.2 Unsecured Obligation to RSUs. Unless and until the RSUs have vested in the manner set forth in Article 2 hereof, the Participant will have no right to receive Common Stock under any such RSUs. Prior to actual payment of any vested RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

2.3 Vesting Schedule. Subject to Section 2.5 hereof, the RSUs shall vest and become nonforfeitable with respect to the applicable portion thereof according to the vesting schedule set forth in the Grant Notice (rounding down to the nearest whole Share).

2.4 Consideration to the Company. In consideration of the grant of the award of RSUs pursuant hereto, the Participant agrees to render faithful and efficient services to the Company or any Subsidiary.

2.5 Forfeiture, Termination and Cancellation upon Termination of Service. Notwithstanding any contrary provision of this Agreement or the Plan, upon the Participant's Termination of Service for any or no reason, all Restricted Stock Units which have not vested prior to or in connection with such Termination of Service shall thereupon automatically be forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and the Participant, or

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the Participant's beneficiary or personal representative, as the case may be, shall have no further rights hereunder. No portion of the RSUs which has not become vested as of the date on which the Participant incurs a Termination of Service shall thereafter become vested.

2.6 Issuance of Common Stock upon Vesting.

(a) As soon as administratively practicable following the vesting of any Restricted Stock Units pursuant to Section 2.3 hereof, but in no event later than thirty (30) days after such vesting date (for the avoidance of doubt, this deadline is intended to comply with the "short term deferral" exemption from Section 409A of the Code), the Company shall deliver to the Participant (or any transferee permitted under Section 3.2 hereof) a number of Shares equal to the number of RSUs subject to this Award that vest on the applicable vesting date. Notwithstanding the foregoing, in the event Shares cannot be issued pursuant to Section 10.7 of the Plan, the Shares shall be issued pursuant to the preceding sentence as soon as administratively practicable after the Administrator determines that Shares can again be issued in accordance with such Section.

(b) As set forth in Section 10.5 of the Plan, the Company shall have the authority and the right to deduct or withhold, or to require the Participant to remit to the Company, an amount sufficient to satisfy all applicable federal, state and local taxes required by law to be withheld with respect to any taxable event arising in connection with the Restricted Stock Units. The Company shall not be obligated to deliver any Shares to the Participant or the Participant's legal representative unless and until the Participant or the Participant's legal representative shall have paid or otherwise satisfied in full the amount of all federal, state and local taxes applicable to the taxable income of the Participant resulting from the grant or vesting of the Restricted Stock Units or the issuance of Shares.

2.7 Conditions to Delivery of Shares. The Shares deliverable hereunder may be either previously authorized but unissued Shares, treasury Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue Shares deliverable hereunder prior to fulfillment of the conditions set forth in Section 10.4 of the Plan.

2.8 Rights as Stockholder. The holder of the RSUs shall not be, nor have any of the rights or privileges of, a stockholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of the RSUs and any Shares underlying the RSUs and deliverable hereunder unless and until such Shares shall have been issued by the Company and held of record by such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Article IX of the Plan.

### ARTICLE III.

#### OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon the Participant,

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the Company and all other interested persons. No member of the Administrator or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the RSUs.

3.2 RSUs Not Transferable. The RSUs shall be subject to the restrictions on transferability set forth in Section 10.1 of the Plan.

3.3 Tax Consultation. The Participant understands that the Participant may suffer adverse tax consequences in connection with the RSUs granted pursuant to this Agreement (and the Shares issuable with respect thereto). The Participant represents that the Participant has consulted with any tax consultants the Participant deems advisable in connection with the RSUs and the issuance of Shares with respect thereto and that the Participant is not relying on the Company for any tax advice.

3.4 Binding Agreement. Subject to the limitation on the transferability of the RSUs contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.5 Adjustments Upon Specified Events. The Administrator may accelerate the vesting of the RSUs in such circumstances as it, in its sole discretion, may determine. The Participant acknowledges that the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and Article IX of the Plan.

3.6 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Participant shall be addressed to the Participant at the Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.6, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

3.7 Participant's Representations. If the Shares issuable hereunder have not been registered under the Securities Act or any applicable state laws on an effective registration statement at the time of such issuance, the Participant shall, if required by the Company, concurrently with such issuance, make such written representations as are deemed necessary or appropriate by the Company and/or its counsel.

3.8 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.9 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.10 Conformity to Securities Laws. The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any other Applicable Law. Notwithstanding anything herein to the contrary, the Plan shall be

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administered, and the RSUs are granted, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such Applicable Law.

3.11 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; *provided, however*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without the prior written consent of the Participant.

3.12 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 3.2 hereof, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

3.13 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if the Participant is subject to Section 16 of the Exchange Act, then the Plan, the RSUs and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.14 Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries or interfere with or restrict in any way with the right of the Company or any of its Subsidiaries, which rights are hereby expressly reserved, to discharge or to terminate for any reason whatsoever, with or without cause, the services of the Participant's at any time.

3.15 Entire Agreement. The Plan, the Grant Notice and this Agreement (including all Exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof.

3.16 Section 409A. This Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

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3.17 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant shall have only the rights of a general unsecured creditor of the Company and its Subsidiaries with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive the Common Stock as a general unsecured creditor with respect to RSUs, as and when payable hereunder.

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## Y-MABS THERAPEUTICS, INC.

## NON-EMPLOYEE DIRECTOR COMPENSATION POLICY

The Board of Directors (the “Board”) of Y-mAbs Therapeutics, Inc. (the “Company”) has approved the following Non-Employee Director Compensation Policy (the “Policy”), which establishes compensation to be paid to non-employee directors of the Company, effective upon the completion of the Company’s initial public offering (“Effective Date”), as an inducement to obtain and retain the services of qualified persons to serve as members of the Board.

**Applicable Persons**

This Policy shall apply to each director of the Company who is not also an employee of the Company or any Affiliate (each, a “Non-Employee Director”). “Affiliate” shall mean an entity which is a direct or indirect parent or subsidiary of the Company, as determined pursuant to Section 424 of the Internal Revenue Code of 1986, as amended.

**Stock Option Grants**

All stock option amounts set forth herein shall be subject to automatic adjustment in the event of any stock split or other recapitalization affecting the Company’s common stock, par value \$0.0001 per share (the “Common Stock”).

Annual Stock Option Grants

Annually, each Non-Employee Director shall be granted a non-qualified stock option to purchase 16,000 shares of the Company’s Common Stock, on the date of the first meeting of the Board held following the Company’s annual meeting of stockholders in each year commencing in 2018.

Initial Stock Option Grant For Newly Appointed or Elected Directors

Each new Non-Employee Director after the Effective Date shall be granted a non-qualified stock option to purchase 32,000 shares of the Company’s Common Stock, at the first regularly scheduled meeting of the Board on or after his or her initial appointment or election to the Board.

Terms for All Option Grants

Unless otherwise specified by the Board or a duly appointed compensation committee of the Board (the “Compensation Committee”) at the time of grant, all options granted under this Policy shall (i) have an exercise price equal to the fair market value of the Company’s Common Stock as determined in the Company’s Amended and restated 2015 Equity Incentive Plan (the “Plan”) on the date of grant; (ii) terminate on the tenth anniversary of the date of grant and (iii) contain such other terms and conditions as set forth in the form of option agreement approved by the Board or the Compensation Committee. Subject to the continued service of each Non-Employee Director and unless otherwise specified by the Board or the Compensation Committee at the time of grant, each annual stock option grant shall vest on the first anniversary

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of the date of grant and each initial stock option grant shall vest in equal monthly installments until the third anniversary of the date of grant.

**Annual Fees**

Each Non-Employee Director serving on the Board and the Company’s duly appointed audit committee of the Board (the “Audit Committee”), the Compensation Committee and/or duly appointed nominating and corporate governance committee of the Board (the “Nominating and Corporate Governance Committee”), as applicable, shall be entitled to the following annual amounts (the “Annual Fees”):

	Annual Retainer Amount for Member	Additional Annual Retainer Amount for Chair
<b>Board of Directors and Board Committee</b>		
Board Member	\$ 35,000	—
Audit Committee	\$ 7,500	\$ 15,000
Compensation Committee	\$ 5,000	\$ 10,000
Nominating and Governance Committee	\$ 4,000	\$ 8,000

Except as otherwise set forth in this Policy, all Annual Fees shall be paid for the period from January 1 through December 31 of each year. Such Annual Fees shall be paid in cash. Amounts payable to Non-Employee Directors shall be made quarterly in arrears promptly following the end of each fiscal quarter, provided that (i) the amount of such payment shall be prorated for any portion of such quarter that such director was not serving on the Board or a committee and (ii) no fee shall be payable in respect of any period prior to the date such director was elected to the Board or a committee.

**Expenses**

Upon presentation of documentation of such expenses reasonably satisfactory to the Company, each Non-Employee Director shall be reimbursed for his or her reasonable out-of-pocket business expenses incurred in connection with attending meetings of the Board and committees thereof or in connection with other business related to the Board.

**Amendments**

The Compensation Committee shall periodically review this Policy to assess whether any amendments in the type and amount of compensation provided herein should be made and shall make recommendations to the Board for its approval of any amendments to this Policy.

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## Y-MABS THERAPEUTICS INC.

## EMPLOYEE STOCK PURCHASE PLAN

1. Purpose. The purpose of the Plan is to provide employees of the Company and its Designated Companies with an opportunity to purchase Common Stock through accumulated Contributions. The Company intends for the Plan to have two components: a component that is intended to qualify as an “employee stock purchase plan” under Section 423 of the Code (the “423 Component”) and a component that is not intended to qualify as an “employee stock purchase plan” under Section 423 of the Code (the “Non-423 Component”). The provisions of the 423 Component, accordingly, will be construed so as to extend and limit Plan participation in a uniform and nondiscriminatory basis consistent with the requirements of Section 423 of the Code. In addition, this Plan authorizes the grant of an option to purchase shares of Common Stock under the Non-423 Component that does not qualify as an “employee stock purchase plan” under Section 423 of the Code; an option granted under the Non-423 Component will provide for substantially the same benefits as an option granted under the 423 Component, except that a Non-423 Component option may include features necessary to comply with applicable non-U.S. laws pursuant to rules, procedures or sub-plans adopted by the Administrator. Except as otherwise provided herein or by the Administrator, the Non-423 Component will operate and be administered in the same manner as the 423 Component.

2. Definitions.

(a) “Administrator” means the Board or any Committee designated by the Board to administer the Plan pursuant to Section 14.

(b) “Affiliate” means any entity, other than a Subsidiary, in which the Company has an equity or other ownership interest.

(c) “Applicable Laws” means the requirements relating to the administration of equity-based awards, including but not limited to the related issuance of shares of Common Stock, under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any non-U.S. country or jurisdiction where options are, or will be, granted under the Plan.

(d) “Board” means the Board of Directors of the Company.

(e) “Change in Control” means the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group (“Person”), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection, the acquisition of additional stock by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the stock of the Company will not be considered a Change in Control.

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Further, if the stockholders of the Company immediately before such change in ownership continue to retain immediately after the change in ownership, in substantially the same proportions as their ownership of shares of the Company’s voting stock immediately prior to the change in ownership, direct or indirect beneficial ownership of fifty percent (50%) or more of the total voting power of the stock of the Company or of the ultimate parent entity of the Company, such event shall not be considered a Change in Control under this subsection (i). For this purpose, indirect beneficial ownership shall include, without limitation, an interest resulting from ownership of the voting securities of one or more corporations or other business entities which own the Company, as the case may be, either directly or through one or more subsidiary corporations or other business entities; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subsection (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) A change in the ownership of a substantial portion of the Company’s assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company’s assets: (A) a transfer to an entity that is controlled by the Company’s stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company’s stock, (2) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the state of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(f) "Code" means the U.S. Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or U.S. Treasury Regulation thereunder will include such section or regulation, any valid regulation or other official applicable guidance promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(g) "Committee" means a committee of the Board appointed in accordance with Section 14 hereof.

(h) "Common Stock" means the common stock, par value \$0.0001 per share, of the Company.

(i) "Company" means Y-mAbs Therapeutics Inc., a Delaware corporation, or any successor thereto.

(j) "Compensation" means an Eligible Employee's base salary, straight time gross earnings, payments for overtime and shift premium, before deduction for any salary deferral contributions made by the Eligible Employee to any tax-qualified or nonqualified deferred compensation plan, but exclusive of payments for commissions, incentive compensation, equity compensation, bonuses and other similar compensation. The Administrator, in its discretion, may, on a uniform and nondiscriminatory basis, establish a different definition of Compensation for a subsequent Offering Period.

(k) "Contributions" means the payroll deductions and other additional payments that the Company may permit to be made by a Participant to fund the exercise of options granted pursuant to the Plan.

(l) "Designated Company" means any Subsidiary or Affiliate that has been designated by the Administrator from time to time in its sole discretion as eligible to participate in the Plan. For purposes of the 423 Component, only the Company and its Subsidiaries may be Designated Companies, provided, however that at any given time, a Subsidiary that is a Designated Company under the 423 Component shall not be a Designated Company under the Non-423 Component.

(m) "Director" means a member of the Board.

(n) "Eligible Employee" means any individual who is a common law employee providing services to the Company or a Designated Company and is customarily employed the company or a Designated Company for at least twenty (20) hours per week for at least three (3) months prior to enrolling in the Plan and who has been employed for more than five (5) months in any calendar year by the Employer, or any lesser number of hours per week and/or number of months in any calendar year established by the Administrator (if required)

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under Applicable Law) for purposes of any separate Offering or for Participants in the Non-423 Component. For purposes of the Plan, the employment relationship will be treated as continuing intact while the individual is on sick leave or other leave of absence that the Employer approves or is legally protected under Applicable Laws with respect to the Participant's participation in the Plan. Where the period of leave exceeds three (3) months and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship will be deemed to have terminated three (3) months and one (1) day following the commencement of such leave. The Administrator, in its discretion, from time to time may, prior to an Enrollment Date for all options to be granted on such Enrollment Date in an Offering, determine (for each Offering under the 423 Component, on a uniform and nondiscriminatory basis or as otherwise permitted by U.S. Treasury Regulation Section 1.423-2) that the definition of Eligible Employee will or will not include an individual if he or she: (i) has not completed at least two (2) years of service since his or her last hire date (or such lesser period of time as may be determined by the Administrator in its discretion), (ii) customarily works not more than twenty (20) hours per week (or such lesser period of time as may be determined by the Administrator in its discretion), (iii) customarily works not more than five (5) months per calendar year (or such lesser period of time as may be determined by the Administrator in its discretion), (iv) is a highly compensated employee within the meaning of Section 414(q) of the Code, or (v) is a highly compensated employee within the meaning of Section 414(q) of the Code with compensation above a certain level or is an officer or subject to the disclosure requirements of Section 16(a) of the Exchange Act, provided the exclusion is applied with respect to each Offering under the 423 Component in an identical manner to all highly compensated individuals of the Employer whose Employees are participating in that Offering. Each exclusion shall be applied with respect to an Offering under the 423 Component in a manner complying with U.S. Treasury Regulation Section 1.423-2(e)(2)(ii). Such exclusions may be applied with respect to an Offering under the Non- 423 Component without regard to the limitations of U.S. Treasury Regulation Section 1.423-2.

(o) "Employer" means the employer of the applicable Eligible Employee(s).

(p) "Enrollment Date" means the first Trading Day of each Offering Period.

(q) "Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

(r) "Exercise Date" means the first Trading Day on or after June 1 and December 1 of each Purchase Period; provided, however, that the first Exercise Date under the Plan will be the first Trading Day on or after the commencement of the first Offering Period. Notwithstanding the foregoing, in the event that an Offering Period is terminated prior to its expiration pursuant to Section 19, the Administrator, in its sole discretion, may determine that such Offering Period will terminate without options being exercised on the Exercise Date(s) that otherwise would have occurred during such Offering Period.

(s) "Fair Market Value" means, as of any date and unless the Administrator determines otherwise, the value of Common Stock determined as follows:

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(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market of The NASDAQ Stock Market or the New York Stock Exchange, its Fair Market Value will be the closing sales price for such stock as quoted on such exchange or system on the date of determination (or the closing bid, if no sales were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value will be the mean between the high bid and low asked prices for the Common Stock on the date of determination (or if no bids and asks were reported on that date, as applicable, on the last Trading Day such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(iii) In the absence of an established market for the Common Stock, the Fair Market Value thereof will be determined in good faith by the Administrator and any such determination shall be conclusive and binding on all persons; or

(iv) For purposes of the Enrollment Date of the first Offering Period under the Plan, the Fair Market Value will be the initial price to the public as set forth in the final prospectus included within the registration statement on Form S-1 filed with the Securities and Exchange Commission for the initial public offering of the Common Stock (the "Registration Statement").

(t) "Fiscal Year" means the fiscal year of the Company.

(u) "New Exercise Date" means a new Exercise Date if the Administrator shortens any Offering Period then in progress.

(v) "Offering" means an offer under the Plan of an option that may be exercised during an Offering Period as further described in Section 4. For purposes of the Plan, the Administrator may designate separate Offerings under the Plan (the terms of which need not be identical) in which Eligible Employees of one or more Employers will participate, even if the dates of the applicable Offering Periods of each such Offering are identical and the provisions of the Plan will separately apply to each Offering. To the extent permitted by U.S. Treasury Regulation Section 1.423-2(a)(1), the terms of each Offering need not be identical provided that the terms of the Plan and an Offering together satisfy U.S. Treasury Regulation Section 1.423-2(a)(2) and (a)(3).

(w) "Offering Periods" means the overlapping, consecutive periods of approximately twelve (12) months during which an option granted pursuant to the Plan may be exercised, (i) commencing on June 1 and December 1 of each year and terminating on May 31 and November 30 of each year; respectively; provided, however, that the first Offering Period under the Plan will commence with the first Trading Day on or after the date on which the Securities and Exchange Commission declares the Company's Registration Statement effective and will end on November 30, 2018, and provided, further, that the second Offering Period under

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the Plan will commence on December 1, 2018, subject to Section 4(b). The duration and timing of Offering Periods may be changed pursuant to Sections 4 and 20.

(x) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(y) "Participant" means an Eligible Employee that participates in the Plan.

(z) "Plan" means this Y-mAbs Therapeutics Inc. Employee Stock Purchase Plan.

(aa) "Purchase Period" means the period during an Offering Period and during which shares of Common Stock may be purchased on a Participant's behalf in accordance with the terms of the Plan. Unless the Administrator provides otherwise, Purchase Periods will be the approximately six (6) month period commencing after one Exercise Date and ending with the next Exercise Date, except that the first Purchase Period of any Offering Period will commence on the Enrollment Date and end with the next Exercise Date.

(bb) "Purchase Price" means an amount equal to eighty-five percent (85%) of the Fair Market Value of a share of Common Stock on the Enrollment Date or on the Exercise Date, whichever is lower; provided however, that the Purchase Price may be determined for subsequent Offering Periods by the Administrator subject to compliance with Section 423 of the Code (or any successor rule or provision or any other Applicable Law, regulation or stock exchange rule) or pursuant to Section 19.

(cc) "Registration Date" means the effective date of the first registration statement that is filed by the Company and declared effective pursuant to Section 12(b) of the Exchange Act, with respect to any class of the Company's securities.

(dd) "Section 409A" means Section 409A of the Code and the regulations and guidance thereunder, as may be amended or modified from time to time.

(ee) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

(ff) "Trading Day" means a day on which the national stock exchange upon which the Common Stock is listed is open for trading.

(gg) "U.S. Treasury Regulations" means the Treasury regulations of the Code. Reference to a specific Treasury Regulation or Section of the Code shall include such Treasury Regulation or Section, any valid regulation promulgated under such Section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such Section or regulation.

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(a) First Offering Period. Any individual who is an Eligible Employee immediately prior to the first Offering Period will be automatically enrolled in the first Offering Period.

(b) Subsequent Offering Periods. Any Eligible Employee on a given Enrollment Date subsequent to the first Offering Period will be eligible to participate in the Plan, subject to the requirements of Section 5.

(c) Non-U.S. Employees. Eligible Employees who are citizens or residents of a non-U.S. jurisdiction (without regard to whether they also are citizens or residents of the United States or resident aliens (within the meaning of Section 7701(b)(1)(A) of the Code)) may be excluded from participation in the Plan or an Offering if the participation of such Eligible Employees is prohibited under the laws of the applicable jurisdiction or if complying with the laws of the applicable jurisdiction would cause the Plan or an Offering to violate Section 423 of the Code. In the case of the Non-423 Component, an Eligible Employee may be excluded from participation in the Plan or an Offering if the Administrator has determined that participation of such Eligible Employee is not advisable or practicable.

(d) Limitations. Any provisions of the Plan to the contrary notwithstanding, no Eligible Employee will be granted an option under the Plan (i) to the extent that, immediately after the grant, such Eligible Employee (or any other person whose stock would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company or any Parent or Subsidiary of the Company and/or hold outstanding options to purchase such stock possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of the Company or of any Parent or Subsidiary of the Company, or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans (as defined in Section 423 of the Code) of the Company or any Parent or Subsidiary of the Company accrues at a rate, which exceeds twenty-five thousand dollars (\$25,000) worth of stock (determined at the Fair Market Value of the stock at the time such option is granted) for each calendar year in which such option is outstanding at any time, as determined in accordance with Section 423 of the Code and the regulations thereunder.

#### 4. Offering Periods; Automatic Transfer to Low Price Offering Period.

(a) The Plan will be implemented by consecutive, overlapping Offering Periods with a new Offering Period commencing on June 1 and December 1 each year, or on such other date as the Administrator will determine; provided, however, that the first Offering Period under the Plan will commence with the first Trading Day on or after the date upon which the Company's Registration Statement is declared effective by the Securities and Exchange Commission and end on November 30, 2018, and provided, further, that the second Offering Period under the Plan will commence on December 1, 2018, subject to Section 4(b). The Administrator will have the power to change the duration of Offering Periods (including the commencement dates thereof) with respect to future Offerings without stockholder approval if such change is announced prior to the scheduled beginning of the first Offering Period to be

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affected thereafter; provided, however, that no Offering Period may last more than twenty-seven (27) months.

(b) To the extent permitted by Applicable Laws, if the Fair Market Value of the Common Stock on any Exercise Date in an Offering Period is lower than the Fair Market Value of the Common Stock on the Enrollment Date of such Offering Period, then all Participants in such Offering Period will be automatically withdrawn from such Offering Period immediately after the exercise of their option on such Exercise Date and automatically re-enrolled in the immediately following Offering Period as of the first day thereof.

#### 5. Participation.

(a) First Offering Period. An Eligible Employee will be entitled to continue to participate in the first Offering Period pursuant to Section 3(a) only if such individual submits a subscription agreement authorizing Contributions in a form determined by the Administrator (which may be similar to the form attached hereto as Exhibit A) to the Company's designated plan administrator (i) no earlier than the effective date of the Form S-8 registration statement with respect to the issuance of Common Stock under this Plan and (ii) with respect to the first Offering Period, no later than ten (10) business days following the effective date of such Form S-8 registration statement or such other date as the Administrator may determine (the "Enrollment Window"). An Eligible Employee's failure to submit the subscription agreement during the Enrollment Window will result in the automatic termination of such individual's participation in the first Offering Period.

(b) Subsequent Offering Periods. An Eligible Employee may participate in the Plan pursuant to Section 3(b) by (i) submitting to the Company's stock administration office (or its designee), a properly completed subscription agreement authorizing Contributions in the form provided by the Administrator for such purpose, or (ii) following an electronic or other enrollment procedure determined by the Administrator, in either case, on or before a date determined by the Administrator prior to an applicable Enrollment Date.

#### 6. Contributions.

(a) At the time a Participant enrolls in the Plan pursuant to Section 5, he or she will elect to have Contributions (in the form of payroll deductions or otherwise, to the extent permitted by the Administrator) made on each pay day during the Offering Period in an amount not exceeding fifteen percent (15%) of the Compensation, which he or she receives on each pay day during the Offering Period; provided, however, that should a pay day occur on an Exercise Date, a Participant will have any Contributions made on such day applied to his or her account under the then-current Purchase Period or Offering Period. The Administrator, in its sole discretion, may permit all Participants in a specified Offering to contribute amounts to the Plan through payment by cash, check or other means set forth in the subscription agreement prior to each Exercise Date of each Purchase Period. A Participant's subscription agreement will remain in effect for successive Offering Periods unless terminated as provided in Section 10 hereof.

(b) In the event Contributions are made in the form of payroll deductions, such payroll deductions for a Participant will commence on the first pay day following the

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Enrollment Date and will end on the last pay day on or prior to the last Exercise Date of such Offering Period to which such authorization is applicable, unless sooner terminated by the Participant as provided in Section 10 hereof; provided, however, that for the first Offering Period, payroll deductions will commence

on the first pay day on or following the end of the Enrollment Window.

(c) All Contributions made for a Participant will be credited to his or her account under the Plan and Contributions will be made in whole percentages of his or her Compensation only. A Participant may not make any additional payments into such account. The Company shall maintain records of all payroll deductions, but shall have no obligation to pay interest on payroll deductions or to hold such amounts in a trust or in any segregated account.

(d) A Participant may discontinue his or her participation in the Plan as provided under Section 10. Until and unless determined otherwise by the Administrator, in its sole discretion, for an Offering Period, a Participant may decrease (including to zero (0%)) the rate of his or her Contributions (but not increase the rate) during the Offering Period by (i) properly completing and submitting to the Company's stock administration office (or its designee), a new subscription agreement authorizing the change in Contribution rate in the form provided by the Administrator for such purpose, or (ii) following an electronic or other procedure prescribed by the Administrator, in either case, on or before a date determined by the Administrator prior to an applicable Exercise Date. If a Participant has not followed such procedures to change the rate of Contributions, the rate of his or her Contributions will continue at the originally elected rate throughout the Purchase Period and Offering Period and future Purchase Periods and Offering Periods (unless the Participant's participation is terminated as provided in Sections 10 or 11). The Administrator may, in its sole discretion, limit or amend the nature and/or number of Contribution rate changes (including to permit, prohibit and/or limit increases and/or decreases to rate changes) that may be made by Participants during any Purchase Period or Offering Period, and may establish such other conditions or limitations as it deems appropriate for Plan administration. Any change in Contribution rate made pursuant to this Section 6(d) will be effective as of the first full payroll period following five (5) business days after the date on which the change is made by the Participant (unless the Administrator, in its sole discretion, elects to process a given change in Contribution rate more quickly).

(e) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3(d) (which generally limit participation in an Offering Period pursuant to certain Applicable Laws), a Participant's Contributions may be decreased to zero percent (0%) by the Administrator at any time during an Offering Period (or a Purchase Period, as applicable). Subject to Section 423(b)(8) of the Code and Section 3(d) hereof, Contributions will recommence at the rate originally elected by the Participant effective as of the beginning of the first Offering Period (or Purchase Period, as applicable) scheduled to end in the following calendar year, unless terminated by the Participant as provided in Section 10.

(f) Notwithstanding any provisions to the contrary in the Plan, the Administrator may allow Participants to participate in the Plan via cash contributions instead of payroll deductions if (i) payroll deductions are not permitted or advisable under Applicable Law, (ii) the Administrator determines that cash contributions are permissible for Participants

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participating in the 423 Component and/or (iii) the Participants are participating in the Non-423 Component.

(g) At the time the option is exercised, in whole or in part, or at the time some or all of the Common Stock issued under the Plan is disposed of (or at any other time that a taxable event related to the Plan occurs), the Participant must make adequate provision for the Company's or Employer's federal, state, local or any other tax liability payable to any authority including taxes imposed by jurisdictions outside of the U.S., national insurance, social security or other tax withholding obligations, if any, which arise upon the exercise of the option or the disposition of the Common Stock (or any other time that a taxable event related to the Plan occurs). At any time, the Company or the Employer may, but will not be obligated to, withhold from the Participant's compensation the amount necessary for the Company or the Employer to meet applicable withholding obligations, including any withholding required to make available to the Company or the Employer any tax deductions or benefits attributable to the sale or early disposition of Common Stock by the Eligible Employee. In addition, the Company or the Employer may, but will not be obligated to, withhold from the proceeds of the sale of Common Stock or any other method of withholding the Company or the Employer deems appropriate to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f).

7. Grant of Option. On the Enrollment Date of each Offering Period, each Eligible Employee participating in such Offering Period will be granted an option to purchase on each Exercise Date during such Offering Period (at the applicable Purchase Price) up to a number of shares of Common Stock determined by dividing such Eligible Employee's Contributions accumulated prior to such Exercise Date and retained in the Eligible Employee's account as of the Exercise Date by the applicable Purchase Price; provided that in no event will an Eligible Employee be permitted to purchase during each Purchase Period more than 10,000 shares of Common Stock (subject to any adjustment pursuant to Section 18) and provided further that such purchase will be subject to the limitations set forth in Sections 3(d) and 13 and in the subscription agreement. The Eligible Employee may accept the grant of such option (i) with respect to the first Offering Period by submitting a properly completed subscription agreement in accordance with the requirements of Section 5 on or before the last day of the Enrollment Window, and (ii) with respect to any subsequent Offering Period under the Plan, by electing to participate in the Plan in accordance with the requirements of Section 5. The Administrator may, for future Offering Periods, decrease, in its absolute discretion, the maximum number of shares of Common Stock that an Eligible Employee may purchase during each Purchase Period or Offering Period, as applicable. Exercise of the option will occur as provided in Section 8, unless the Participant has withdrawn pursuant to Section 10. The option will expire on the last day of the Offering Period.

8. Exercise of Option.

(a) Unless a Participant withdraws from the Plan as provided in Section 10, his or her option for the purchase of shares of Common Stock will be exercised automatically on the Exercise Date, and the maximum number of full shares subject to the option will be purchased for such Participant at the applicable Purchase Price with the accumulated Contributions from his or her account. No fractional shares of Common Stock will be purchased; any Contributions accumulated in a Participant's account, which are not sufficient to purchase a

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full share will be retained in the Participant's account for the subsequent Purchase Period or Offering Period, as applicable, subject to earlier withdrawal by the Participant as provided in Section 10. Any other funds left over in a Participant's account after the Exercise Date will be returned to the Participant. During a Participant's lifetime, a Participant's option to purchase shares of Common Stock hereunder is exercisable only by him or her.

(b) If the Administrator determines that, on a given Exercise Date, the number of shares of Common Stock with respect to which options are to be exercised may exceed (i) the number of shares of Common Stock that were available for sale under the Plan on the Enrollment Date of the applicable Offering Period, or (ii) the number of shares of Common Stock available for sale under the Plan on such Exercise Date, the Administrator may in

its sole discretion (x) provide that the Company will make a pro rata allocation of the shares of Common Stock available for purchase on such Enrollment Date or Exercise Date, as applicable, in as uniform a manner as will be practicable and as it will determine in its sole discretion to be equitable among all Participants exercising options to purchase Common Stock on such Exercise Date, and continue all Offering Periods then in effect or (y) provide that the Company will make a pro rata allocation of the shares of Common Stock available for purchase on such Enrollment Date or Exercise Date, as applicable, in as uniform a manner as will be practicable and as it will determine in its sole discretion to be equitable among all participants exercising options to purchase Common Stock on such Exercise Date, and terminate any or all Offering Periods then in effect pursuant to Section 19. The Company may make a pro rata allocation of the shares of Common Stock available on the Enrollment Date of any applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional shares of Common Stock for issuance under the Plan by the Company's stockholders subsequent to such Enrollment Date.

9. Delivery. As soon as reasonably practicable after each Exercise Date on which a purchase of shares of Common Stock occurs, the Company will arrange the delivery to each Participant of the shares purchased upon exercise of his or her option in a form determined by the Administrator (in its sole discretion) and pursuant to rules established by the Administrator. The Company may permit or require that shares be deposited directly with a broker designated by the Company or to a trustee or designated agent of the Company and the Company may utilize electronic or automated methods of share transfer. The Company may require that shares be retained with such broker, trustee or agent for a designated period of time and/or may establish other procedures to permit tracking of disqualifying dispositions or other dispositions of such shares. No Participant will have any voting, dividend, or other stockholder rights with respect to shares of Common Stock subject to any option granted under the Plan until such shares have been purchased and delivered to the Participant as provided in this Section 9.

10. Withdrawal.

(a) A Participant may withdraw all but not less than all the Contributions credited to his or her account and not yet used to exercise his or her option under the Plan at any time by (i) submitting to the Company's stock administration office (or its designee) a written notice of withdrawal in the form determined by the Administrator for such purpose (which may be similar to the form attached hereto as Exhibit B), or (ii) following an electronic or other withdrawal procedure determined by the Administrator. The Administrator may set forth a deadline of when a withdrawal must occur to be effective prior to a given Exercise Date in

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accordance with policies it may approve from time to time. All of the Participant's Contributions credited to his or her account will be paid to such Participant as soon as administratively practicable after receipt of notice of withdrawal and such Participant's option for the Offering Period will be automatically terminated, and no further Contributions for the purchase of shares will be made for such Offering Period. If a Participant withdraws from an Offering Period, Contributions will not resume at the beginning of the succeeding Offering Period, unless the Participant re-enrolls in the Plan in accordance with the provisions of Section 5.

(b) A Participant's withdrawal from an Offering Period will not have any effect upon his or her eligibility to participate in any similar plan that may hereafter be adopted by the Company or in succeeding Offering Periods that commence after the termination of the Offering Period from which the Participant withdraws.

11. Termination of Employment. Upon a Participant's ceasing to be an Eligible Employee, for any reason, he or she will be deemed to have elected to withdraw from the Plan and the Contributions credited to such Participant's account during the Offering Period but not yet used to purchase shares of Common Stock under the Plan will be returned to such Participant, or, in the case of his or her death, to the person or persons entitled thereto, and such Participant's option will be automatically terminated. Unless determined otherwise by the Administrator in a manner that, with respect to an Offering under the 423 Component, is permitted by, and compliant with, Section 423 of the Code, a Participant whose employment transfers between entities through a termination with an immediate rehire (with no break in service) by the Company or a Designated Company shall not be treated as terminated under the Plan; however, if a Participant transfers from an Offering under the 423 Component to the Non-423 Component, the exercise of the option will be qualified under the 423 Component only to the extent it complies with Section 423 of the Code; further, no Participant shall be deemed to switch from an Offering under the Non-423 Component to an Offering under the 423 Component or vice versa unless (and then only to the extent) such switch would not cause the 423 Component or any option thereunder to fail to comply with Section 423 of the Code.

12. Interest. No interest will accrue on the Contributions of a participant in the Plan, except as may be required by Applicable Law, as determined by the Company, and if so required by the laws of a particular jurisdiction, shall, with respect to Offerings under the 423 Component, apply to all Participants in the relevant Offering, except to the extent otherwise permitted by U.S. Treasury Regulation Section 1.423-2(f).

13. Stock.

(a) Subject to adjustment upon changes in capitalization of the Company as provided in Section 18 hereof, the maximum number of shares of Common Stock that will be made available for sale under the Plan will be 700,000 shares of Common Stock, plus an annual increase to be added on the first day of each Fiscal Year beginning with the 2019 Fiscal Year equal to the lesser of (i) 1,000,000 shares of Common Stock, (ii) one percent (1%) of the outstanding shares of Common Stock on the last day of immediately preceding Fiscal Year, or (iii) such lesser number of Shares as determined by the Administrator. Notwithstanding anything in this Section 13(a) to the contrary, the number of shares of Common Stock that may be issued or transferred pursuant to the rights granted under the Plan shall not exceed an aggregate of

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2,000,000 shares, subject to adjustment upon changes in capitalization of the Company as provided in Section 18 hereof.

(b) Until the shares of Common Stock are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), a Participant will only have the rights of an unsecured creditor with respect to such shares, and no right to vote or receive dividends or any other rights as a stockholder will exist with respect to such shares.

(c) Shares of Common Stock to be delivered to a Participant under the Plan will be registered in the name of the Participant or, if so required under Applicable Laws, in the name of the Participant and his or her spouse.

14. Administration. The Plan will be administered by the Board or a Committee appointed by the Board, which Committee will be constituted to comply with Applicable Laws. The Administrator will have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to delegate ministerial duties to any of the Company's employees, to designate separate Offerings under the Plan, to designate Subsidiaries and Affiliates as participating in the 423 Component or Non-423 Component, to determine eligibility, to adjudicate all disputed claims filed under the Plan and to establish such procedures that it deems necessary or advisable for the administration of the Plan (including, without limitation, to adopt such procedures, sub-plans, and appendices to the enrollment agreement as are necessary or appropriate to permit the participation in the Plan by employees who are foreign nationals or employed outside the U.S., the terms of which sub-plans and appendices may take precedence over other provisions of this Plan, with the exception of Section 13(a) hereof, but unless otherwise superseded by the terms of such sub-plan or appendix, the provisions of this Plan shall govern the operation of such sub-plan or appendix). Unless otherwise determined by the Administrator, the Eligible Employees eligible to participate in each sub-plan will participate in a separate Offering under the 423 Component, or if the terms would not qualify under the 423 Component, in the Non-423 Component, in either case unless such designation would cause the 423 Component to violate the requirements of Section 423 of the Code. Without limiting the generality of the foregoing, the Administrator is specifically authorized to adopt rules and procedures regarding eligibility to participate, the definition of Compensation, handling of Contributions, making of Contributions to the Plan (including, without limitation, in forms other than payroll deductions), establishment of bank or trust accounts to hold Contributions, payment of interest, conversion of local currency, obligations to pay payroll tax, determination of beneficiary designation requirements, withholding procedures and handling of stock certificates that vary with applicable local requirements. The Administrator also is authorized to determine that, to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f), the terms of an option granted under the Plan or an Offering to citizens or residents of a non-U.S. jurisdiction will be less favorable than the terms of options granted under the Plan or the same Offering to employees resident solely in the U.S. Every finding, decision and determination made by the Administrator will, to the full extent permitted by law, be final and binding upon all parties.

15. Transferability. Neither Contributions credited to a Participant's account nor any rights with regard to the exercise of an option or to receive shares of Common Stock under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by

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will, the laws of descent and distribution) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition will be without effect, except that the Company may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 10 hereof. In addition, any shares of Common Stock acquired by a Participant under the Plan may not be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution) by the Participant for a period of three (3) months following the delivery of such shares to the Participant pursuant to Section 9 hereof.

16. Use of Funds. The Company may use all Contributions received or held by it under the Plan for any corporate purpose, and the Company will not be obligated to segregate such Contributions except under Offerings or for Participants in the Non-423 Component for which Applicable Laws require that Contributions to the Plan by Participants be segregated from the Company's general corporate funds and/or deposited with an independent third party, provided that, if such segregation or deposit with an independent third party is required by Applicable Laws, it will apply to all Participants in the relevant Offering under the 423 Component, except to the extent otherwise permitted by U.S. Treasury Regulation Section 1.423-2(f). Until shares of Common Stock are issued, Participants will only have the rights of an unsecured creditor with respect to such shares.

17. Reports. Individual accounts will be maintained for each Participant in the Plan. Statements of account will be given to participating Eligible Employees at least annually, which statements will set forth the amounts of Contributions, the Purchase Price, the number of shares of Common Stock purchased and the remaining cash balance, if any.

18. Adjustments, Dissolution, Liquidation, Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Common Stock or other securities of the Company, or other change in the corporate structure of the Company affecting the Common Stock occurs, the Administrator, in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will, in such manner as it may deem equitable, adjust the number and class of Common Stock that may be delivered under the Plan, the Purchase Price per share, class and the number of shares of Common Stock covered by each option under the Plan that has not yet been exercised, and the numerical limits of Sections 7 and 13.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, any Offering Period then in progress will be shortened by setting a New Exercise Date, and will terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Administrator. The New Exercise Date will be before the date of the Company's proposed dissolution or liquidation. The Administrator will notify each Participant in writing or electronically, prior to the New Exercise Date, that the Exercise Date for the Participant's option has been changed to the New Exercise Date and that the Participant's option will be exercised automatically on the New Exercise Date,

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unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 10 hereof.

(c) Merger or Change in Control. In the event of a merger or Change in Control, each outstanding option will be assumed or an equivalent option substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, the Offering Period with respect to which such option relates will be shortened by setting a New Exercise Date on which such Offering Period shall end. The New Exercise Date will occur before the date of the Company's proposed merger or Change in Control. The Administrator will notify each Participant in writing or electronically prior to the New Exercise Date, that the Exercise Date for the Participant's option has been changed to the New Exercise Date and that the Participant's option will be exercised automatically on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 10 hereof.

19. Amendment or Termination.

(a) The Administrator, in its sole discretion, may amend, suspend, or terminate the Plan, or any part thereof, at any time and for any reason. If the Plan is terminated, the Administrator, in its discretion, may elect to terminate all outstanding Offering Periods either immediately or upon completion of the purchase of shares of Common Stock on the next Exercise Date (which may be sooner than originally scheduled, if determined by the Administrator in its discretion), or may elect to permit Offering Periods to expire in accordance with their terms (and subject to any adjustment pursuant to Section 18 hereof). If the Offering Periods are terminated prior to expiration, all amounts then credited to Participants' accounts that have not been used to purchase shares of Common Stock will be returned to the Participants (without interest thereon, except as otherwise required under Applicable Laws, as further set forth in Section 12 hereof) as soon as administratively practicable.

(b) Without stockholder consent and without limiting Section 19(a), the Administrator will be entitled to change the Offering Periods and any Purchase Periods, designate separate Offerings, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit Contributions in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of properly completed Contribution elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with Contribution amounts, and establish such other limitations or procedures as the Administrator determines in its sole discretion advisable that are consistent with the Plan.

(c) In the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify, amend or terminate the Plan to reduce or eliminate such accounting consequence including, but not limited to:

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(i) amending the Plan to conform with the safe harbor definition under the Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto), including with respect to an Offering Period underway at the time;

(ii) altering the Purchase Price for any Offering Period or Purchase Period including an Offering Period or Purchase Period underway at the time of the change in Purchase Price;

(iii) shortening any Offering Period or Purchase Period by setting a New Exercise Date, including an Offering Period or Purchase Period underway at the time of the Administrator action;

(iv) reducing the maximum percentage of Compensation a Participant may elect to set aside as Contributions; and

(v) reducing the maximum number of shares of Common Stock a Participant may purchase during any Offering Period or Purchase Period.

Such modifications or amendments will not require stockholder approval or the consent of any Plan Participants.

20. Notices. All notices or other communications by a Participant to the Company under or in connection with the Plan will be deemed to have been duly given when received in the form and manner specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

21. Conditions Upon Issuance of Shares. Shares of Common Stock will not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto will comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and will be further subject to the approval of counsel for the Company with respect to such compliance.

As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

22. Section 409A. The Plan is intended to be exempt from the application of Section 409A, and, to the extent not exempt, is intended to comply with Section 409A and any ambiguities herein will be interpreted to so be exempt from, or comply with, Section 409A. In furtherance of the foregoing and notwithstanding any provision in the Plan to the contrary, if the Administrator determines that an option granted under the Plan may be subject to Section 409A or that any provision in the Plan would cause an option under the Plan to be subject to Section 409A, the Administrator may amend the terms of the Plan and/or of an outstanding option granted under the Plan, or take such other action the Administrator determines is

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necessary or appropriate, in each case, without the Participant's consent, to exempt any outstanding option or future option that may be granted under the Plan from or to allow any such options to comply with Section 409A, but only to the extent any such amendments or action by the Administrator would not violate Section 409A. Notwithstanding the foregoing, the Company shall have no liability to a Participant or any other party if the option to purchase Common Stock under the Plan that is intended to be exempt from or compliant with Section 409A is not so exempt or compliant or for any action taken by the Administrator with respect thereto. The Company makes no representation that the option to purchase Common Stock under the Plan is compliant with Section 409A.

23. Term of Plan. The Plan will become effective upon the later to occur of (a) its adoption by the Board or (b) the business day immediately prior to the Registration Date. It will continue in effect for a term of twenty (20) years, unless sooner terminated under Section 19.

24. Stockholder Approval. The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

25. Governing Law. The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware (except its choice-of-law provisions).

26. No Right to Employment. Participation in the Plan by a Participant shall not be construed as giving a Participant the right to be retained as an employee of the Company or a Subsidiary or Affiliate, as applicable. Furthermore, the Company or a Subsidiary or Affiliate may dismiss a Participant from employment at any time, free from any liability or any claim under the Plan.

27. Severability. If any provision of the Plan is or becomes or is deemed to be invalid, illegal, or unenforceable for any reason in any jurisdiction or as to any Participant, such invalidity, illegality or unenforceability shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as to such jurisdiction or Participant as if the invalid, illegal or unenforceable provision had not been included.

28. Compliance with Applicable Laws. The terms of this Plan are intended to comply with all Applicable Laws and will be construed accordingly.

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**EXHIBIT A**

**Y-MABS THERAPEUTICS INC.**

**EMPLOYEE STOCK PURCHASE PLAN**

**SUBSCRIPTION AGREEMENT**

Original Application

Offering Date: \_\_\_\_\_

Change in Payroll Deduction Rate

1. I hereby elect to participate in the Y-mAbs Therapeutics, Inc. Employee Stock Purchase Plan (the “Plan”) and subscribes to purchase shares of the Company’s Common Stock in accordance with this Subscription Agreement and the Plan. Any capitalized terms not specifically defined in this Subscription Agreement will have the meaning ascribed to them under the Plan.

2. I hereby authorize and consent to payroll deductions from each paycheck in the amount of \_\_\_\_\_ % of my Compensation on each payday (from 1% to 15%; a decrease in rate may be to 0%) during the Offering Period in accordance with the Plan. (Please note that no fractional percentages are permitted.)

3. I understand that said payroll deductions will be accumulated for the purchase of shares of Common Stock at the applicable Purchase Price determined in accordance with the Plan. I understand that if I do not withdraw from an Offering Period, any accumulated payroll deductions will be used to automatically exercise my option and purchase Common Stock under the Plan. I further understand that if I am outside of the U.S., my payroll deductions will be converted to U.S. dollars at an exchange rate selected by the Company on the purchase date.

4. I have received a copy of the complete Plan and its accompanying prospectus. I understand that my participation in the Plan is in all respects subject to the terms of the Plan.

5. \_\_\_\_\_ Shares of Common Stock purchased for me under the Plan should be issued in the name(s) of \_\_\_\_\_ (Eligible Employee or Eligible Employee and spouse only).

6. If I am a U.S. taxpayer, I understand that if I dispose of any shares received by me pursuant to the Plan within two (2) years after the Offering Date (the first day of the Offering Period during which I purchased such shares) or one (1) year after the Exercise Date, I will be treated for federal income tax purposes as having received ordinary income at the time of such disposition in an amount equal to the excess of the fair market value of the shares at the time such shares were purchased by me over the price that I paid for the shares. I hereby agree to notify the Company in writing within thirty (30) days after the date of any disposition of my

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shares and I will make adequate provision for federal, state or other tax withholding obligations, if any, which arise upon the disposition of the Common Stock. The Company may, but will not be obligated to, withhold from my compensation the amount necessary to meet any applicable withholding obligation including any withholding necessary to make available to the Company any tax deductions or benefits attributable to sale or early disposition of Common Stock by me. If I dispose of such shares at any time after the expiration of the two (2)-year and one (1)-year holding periods, I understand that I will be treated for federal income tax purposes as having received income only at the time of such disposition, and that such income will be taxed as ordinary income only to the extent of an amount equal to the lesser of (a) the excess of the fair market value of the shares at the time of such disposition over the purchase price which I paid for the shares, or (b) 15% of the fair market value of the shares on the first day of the Offering Period. The remainder of the gain, if any, recognized on such disposition will be taxed as capital gain.

7. For employees that may be subject to tax in non U.S. jurisdictions, I acknowledge and agree that, regardless of any action taken by the Company or any Subsidiary with respect to any or all income tax, social security, social insurances, National Insurance Contributions, payroll tax, fringe benefit, or other tax-related items related to my participation in the Plan and legally applicable to me including, without limitation, in connection with the grant of such options, the purchase or sale of shares of Common Stock acquired under the Plan and/or the receipt of any dividends on such shares (“Tax-Related Items”), the ultimate liability for all Tax-Related Items is and remains my responsibility and may exceed the amount actually withheld by the Company or a Subsidiary. Furthermore, I acknowledge that the Company and/or the Subsidiary (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the options under the Plan and (b) do not commit to and are under no obligation to

structure the terms of the grant of options or any aspect of my participation in the Plan to reduce or eliminate my liability for Tax-Related Items or achieve any particular tax result. Further, if I have become subject to tax in more than one jurisdiction between the date of my enrollment and the date of any relevant taxable or tax withholding event, as applicable, I acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the purchase of shares of Common Stock under the Plan or any other relevant taxable or tax withholding event, as applicable, I agree to make adequate arrangements satisfactory to the Company and/or the Subsidiary to satisfy all Tax-Related Items. In this regard, I authorize the Company and/or the Subsidiary, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following: (1) withholding from my wages or Compensation paid to me by the Company and/or the Subsidiary; or (2) withholding from proceeds of the sale of the shares of Common Stock purchased under the Plan either through a voluntary sale or through a mandatory sale arranged by the Company (on my behalf pursuant to this authorization). Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable maximum applicable withholding rates, in which case I will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent.

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Finally, I agree to pay to the Company or the Subsidiary any amount of Tax-Related Items that the Company or the Subsidiary may be required to withhold as a result of my participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to purchase shares of Common Stock under the Plan on my behalf and/or refuse to issue or deliver the shares or the proceeds of the sale of shares if I fail to comply with my obligations in connection with the Tax-Related Items.

8. By electing to participate in the Plan, I acknowledge, understand and agree that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent provided for in the Plan;
- (b) all decisions with respect to future grants under the Plan, if applicable, will be at the sole discretion of the Company;
- (c) the grant of purchase rights under the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, or any Subsidiary of the Company, and shall not interfere with the ability of the Company or the Subsidiary, as applicable, to terminate my employment (if any);
- (d) I am voluntarily participating in the Plan;
- (e) the purchase rights granted under the Plan and the shares of Common Stock underlying such purchase rights, and the income and value of same, are not intended to replace any pension rights or compensation;
- (f) the purchase rights granted under the Plan and the shares of Common Stock underlying such purchase rights, and the income and value of same, are not part of my normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments;
- (g) the future value of the shares of Common Stock offered under the Plan is unknown, indeterminable and cannot be predicted with certainty;
- (h) the shares of Common Stock that I acquire under the Plan may increase or decrease in value, even below the Purchase Price;
- (i) no claim or entitlement to compensation or damages shall arise from the forfeiture of purchase rights granted to me under the Plan as a result of the termination of my status as an eligible employee (for any reason whatsoever, and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any) and, in consideration of the grant of purchase rights under the Plan to which I am otherwise not entitled, I irrevocably agree never to institute a claim against the Company, or any Subsidiary, waive my ability, if any, to bring such claim, and release the Company, and any Subsidiary from any such claim that may arise; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, I shall be deemed

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irrevocably to have agreed to not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(j) in the event of the termination of my status as an eligible employee (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any), my right to participate in the Plan and any options granted to me under the Plan, if any, will terminate effective as of the date that I am no longer actively employed by the Company or one of its Designated Companies and, in any event, will not be extended by any notice period mandated under the employment laws in the jurisdiction in which I am employed or the terms of my employment agreement, if any (e.g., active employment would not include a period of "garden leave" or similar period pursuant to the employment laws in the jurisdiction in which I am employed or the terms of my employment agreement, if any); the Company shall have the exclusive discretion to determine when I am no longer actively employed for purposes of my participation in the Plan (including whether I may still be considered to be actively employed while on a leave of absence).

9. I understand that the Company and the Subsidiary may collect, where permissible under applicable law certain personal information about me, including, but not limited to, my name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Common Stock or directorships held in the Company, details of all options granted under the Plan or any other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in my favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. I understand that Company may transfer my Data to the United States, which is not considered by the European

Commission to have data protection laws equivalent to the laws in my country. I understand that the Company will transfer my Data to its designated broker, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. I understand that the recipients of the Data may be located in the United States or elsewhere, and that a recipient's country of operation (e.g., the United States) may have different, including less stringent, data privacy laws that the European Commission or my jurisdiction does not consider to be equivalent to the protections in my country. I understand that I may request a list with the names and addresses of any potential recipients of the Data by contacting my local human resources representative. I authorize the Company, the Company's designated broker and any other possible recipients which may assist the Company with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing my participation in the Plan. I understand that Data will be held only as long as is necessary to implement, administer and manage my participation in the Plan. I understand that that I may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing my local human resources representative. Further, I understand that I am providing the consents herein on a purely voluntary basis. If I do not consent, or if I later seek to revoke my consent, my employment status or career with the Company or the Subsidiary will not be adversely affected; the only adverse consequence of refusing or withdrawing my consent is that the Company would not be able to grant me options under the Plan or other equity awards,

or administer or maintain such awards. Therefore, I understand that refusing or withdrawing my consent may affect my ability to participate in the Plan. For more information on the consequences of my refusal to consent or withdrawal of consent, I understand that I may contact my local human resources representative.

For employees outside the U.S., I understand that I have the right to access, and to request a copy of, the Data held about me. I also understand that I have the right to discontinue the collection, processing, or use of my Data, or supplement, correct, or request deletion of my Data. To exercise my rights, I may contact my local human resources representative.

I hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of my personal data as described herein and any other Plan materials by and among, as applicable, the Company and its Subsidiaries for the exclusive purpose of implementing, administering and managing my participation in the Plan. I understand that my consent will be sought and obtained for any processing or transfer of my data for any purpose other than as described in the enrollment form and any other plan materials.

10. If I have received the Subscription Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, subject to applicable laws.

11. The provisions of the Subscription Agreement and these appendices are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

12. Notwithstanding any provisions in this Subscription Agreement, I understand that if I am working or resident in a country other than the United States, my participation in the Plan shall also be subject to the additional terms and conditions set forth on Appendix A and any special terms and conditions for my country set forth on Appendix A. Moreover, if I relocate to one of the countries included in Appendix A, the special terms and conditions for such country will apply to me to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Subscription Agreement and the provisions of this Subscription Agreement govern each Appendix (to the extent not superseded or supplemented by the terms and conditions set forth in the applicable Appendix).

13. I hereby agree to be bound by the terms of the Plan. The effectiveness of this Subscription Agreement is dependent upon my eligibility to participate in the Plan.

*[signature page to follow]*

Employee's Social Security Number (for U.S. — based employees): \_\_\_\_\_

Employee's Address: \_\_\_\_\_

I UNDERSTAND THAT THIS SUBSCRIPTION AGREEMENT WILL REMAIN IN EFFECT THROUGHOUT SUCCESSIVE OFFERING PERIODS UNLESS TERMINATED BY ME.

Dated: \_\_\_\_\_

Signature of Employee

**Y-MABS THERAPEUTICS INC.**

**EMPLOYEE STOCK PURCHASE PLAN**

**NOTICE OF WITHDRAWAL**

The undersigned Participant in the Offering Period of the Y-mAbs Therapeutics Inc. Employee Stock Purchase Plan that began on \_\_\_\_\_, (the "Offering Date") hereby notifies the Company that he or she hereby withdraws from the Offering Period. He or she hereby directs the Company to pay to the undersigned as promptly as practicable all the payroll deductions credited to his or her account with respect to such Offering Period. The undersigned understands and agrees that his or her option for such Offering Period will be automatically terminated. The undersigned understands further that no further payroll deductions will be made for the purchase of shares in the current Offering Period and the undersigned will be eligible to participate in succeeding Offering Periods only by delivering to the Company a new Subscription Agreement. Capitalized terms not otherwise defined herein will have the same meanings as such terms are defined in the Plan.

Name and Address of Participant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

August 24, 2018

Securities and Exchange Commission  
100 F Street, N.E.  
Washington, DC 20549

Commissioners:

We have read the statements made by Y-mAbs Therapeutics, Inc pursuant to Item 304(a)(1) of Regulation S-K (copy attached), which we understand will be filed with the Securities and Exchange Commission as part of the Registration Statement on Form S-1 of Y-mAbs Therapeutics, Inc dated August 24, 2018. We agree with the statements concerning our Firm contained therein.

Very truly yours,

/s/ PricewaterhouseCoopers Statsautoriseret Revisionspartnerselskab  
Copenhagen, Denmark

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***Copy of Statements made by Y-mAbs Therapeutics, Inc pursuant to Item 304(a)(1) of Regulation S-K***

***Change in our public accounting firm***

On October 19, 2017, we dismissed PricewaterhouseCoopers Statsautoriseret Revisionspartnerselskab, based in Copenhagen, Denmark, or PwC DK, as our independent accountants. The decision to dismiss PwC DK as our independent registered public accounting firm was approved by our board of directors.

The reports of PwC DK on our 2016 and 2015 consolidated financial statements did not contain any adverse opinion or disclaimer of opinion, nor was such report qualified or modified as to uncertainty, audit scope or accounting principles. During the year ended December 31, 2016 and 2015 and through the subsequent interim period through October 19, 2017, there were no disagreements between us and PwC DK on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreement, if not resolved to the satisfaction of PwC DK, would have caused them to make reference to the subject matter of the disagreement in connection with their reports on the financial statements for such years.

During the year ended December 31, 2016 and 2015 and the subsequent interim period through October 19, 2017, there have been no reportable events (as defined in S-K 304(a)(1)(v)).

On October 20, 2017, we engaged PricewaterhouseCoopers LLP, or PwC, as our independent registered public accounting firm, to audit our consolidated financial statements as of and for the year ended December 31, 2016.

During our year ended December 31, 2016 and in the subsequent interim period through October 20, 2017, neither we nor anyone on our behalf consulted with PwC regarding either: (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our financial statements, and neither a written report was provided to us or oral advice was provided to us that PwC concluded was an important factor considered by us in reaching a decision as to the accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a disagreement or reportable event as defined in Regulation S-K, Item 304(a)(1)(iv) and Item 304(a)(1)(v), respectively.

We delivered a copy of this disclosure to PwC DK and requested that they furnish us a letter addressed to the SEC stating whether they agree with the above statements. In their letter to the SEC dated August 24, 2018, attached as Exhibit 16.1 to the registration statement of which this prospectus forms a part, PwC DK states that they agree with the statements above concerning their firm.

**Subsidiaries of the Registrant**

Y-mAbs Therapeutics A/S

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## CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form S-1 of Y-mAbs Therapeutics, Inc. of our report dated May 18, 2018, except for the segment disclosure in Note 2 and the effect of disclosing earnings per share information discussed in Note 4 to the consolidated financial statements, as to which the date is June 7, 2018, relating to the financial statements of Y-mAbs Therapeutics, Inc., which appears in this Registration Statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP  
Florham Park, New Jersey  
August 24, 2018

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