UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K/A
(AMENDMENT NO. 3)

(Mark one)

☒ **ANNUAL REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2018.

☐ **TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number 001-3200

APTOSE BIOSCIENCES INC.

(Exact name of registrant as specified in its charter)

Canada	**98-1136802**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

251 Consumers Road, Suite 1105
Toronto, Ontario, Canada M2J 4R3
(Address of principal executive offices)

647-479-9828
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Common Shares, without par value	The Nasdaq Stock Market

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☐ NO ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES ☐ NO ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☒ NO ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10 K or any amendment to this Form 10 K. ☒

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 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 ☐
Non-accelerated filer ☒
Emerging growth company ☒

Accelerated filer ☐
Smaller reporting 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 pursuant to Section 13(a) of the Exchange Act. ☒

Indicate by check mark whether registrant is a shell company (as defined in Rule 12b 2 of the Act). YES ☐ NO ☒

The aggregate market value of the voting stock and nonvoting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked prices of such common equity, as of June 30, 2018 was $134,370,583.00.

As of March 12, 2019, the registrant had 41,499,112 shares of common stock outstanding.

EXPLANATORY NOTE

This Amendment No. 3 to Form 10-K (this "Amendment No. 3") amends the Annual Report on Form 10-K of Aptose Biosciences Inc. (the "Company") for the year ended December 31, 2018, which was originally filed with the U.S. Securities and Exchange Commission (the "SEC") on March 12, 2019 (the "Original 10-K") and amended on March 26, 2019 and April 12, 2019. This Amendment No. 3 is being filed solely for the purpose of replacing Exhibit 10.10 and Exhibit 10.15 from the Original 10-K with a new Exhibit 10.10 and Exhibit 10.15 in connection with the SEC's new rules and procedures for exhibits containing immaterial, competitively harmful information and the Company's withdrawal of its confidential treatment request pertaining to the same exhibits. In addition, as required by Rule 12b-15 under the Securities Exchange Act of 1934, new certifications by our principal executive officer and principal financial officer are filed as exhibits to this Amendment No. 3. However, because no financial statements are contained within this Amendment No. 3, we are not including new certifications pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

Except as specifically provided otherwise herein, this Amendment No. 3 does not reflect events occurring after March 12, 2019, the date of the filing of our Original 10-K, or modify or update those disclosures that may have been affected by subsequent events. Accordingly, this Amendment No. 3 should be read in conjunction with the Original 10-K.

PART IV.

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of this report.

1. Financial Statements. Consolidated Financial Statements are included in our Original 10-K immediately following the signature page of the report.

2. Financial Statement Schedules.

All schedules were omitted because they were not applicable or the required information was shown in the Consolidated Financial Statements or notes thereto filed with our Original 10-K.

3. Exhibits.

See note below under (b).

(b) Exhibits

The exhibits listed in Part IV, Item 15. "Exhibits, Financial Statement Schedules" of the Original 10-K were filed or incorporated by reference as part of the Original 10-K and Exhibit 10.10 and Exhibit 10.15 listed in the Exhibit Index below are filed herewith as part of this Amendment No. 3 to replace Exhibit 10.10 and Exhibit 10.15 of the Original 10-K.

Exhibit Number	Description of Document
10.10^*	Option and License Agreement between the Company and CrystalGenomics, Inc. dated March 21, 2016.
10.15^*	License Agreement dated as of March 6, 2018 between the Company and Ohm Oncology Inc.
31.1*	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

* Filed herewith.

^ Portions of this exhibit have been omitted pursuant to Rule 601(b)(10) of Regulation S-K.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 22nd day of April, 2019.

Aptose Biosciences Inc.

By: /s/ William G. Rice
William G. Rice
Chairman, Chief Executive Officer and President

EXPLANATORY NOTE: [*] INDICATES THE PORTION OF THIS EXHIBIT THAT HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IN PUBLICLY DISCLOSED.

Exhibit 10.10

OPTION AND LICENSE AGREEMENT

This Option and License Agreement is made as of March 21, 2016 (the "***Execution Date***") by and between **Aptose Biosciences Inc.**, a Canadian corporation having a place of business at 5955 Airport Road, Suite 228, Mississauga, Ontario, L4V 1R9, Canada ("***Aptose***") and **CrystalGenomics, Inc.**, a South Korean corporation having a place of business at 5th F. Bldg. A, Korea Bio Park, 700 Daewangpangyo-ro, Bundang-gu, Seongnam-si, Gyeonggi-do, 463-400 Korea ("***CG***"). Aptose and CG are sometimes referred to herein individually as a "***Party***" and collectively as the "***Parties***".

Recitals

Whereas, CG is a science-driven biopharmaceutical company that is developing and marketing human therapeutics, and has been developing novel inhibitors of the Bruton's Tyrosine Kinase ("***BTK***") family of kinases as cancer therapies, including its proprietary compound referred to as CG026806 ("***CG'806***");

Whereas, Aptose is a science-driven biotechnology company advancing first-in-class therapeutics to treat life-threatening cancers;

Whereas, pursuant to that certain Materials Transfer Agreement between CG and Aptose, dated October 8, 2015 (the "***MTA***"), CG has provided Aptose with quantities of CG'806 to conduct certain validation studies, which studies are ongoing as of the Execution Date and will continue through the Evaluation Period (as defined in Section 2.1 below), and during such Evaluation Period, Aptose has a right to obtain from CG an exclusive option for an exclusive license to research, develop and commercialize Licensed Compounds (as defined in Section 1.40 below) in all countries of the world except China, South Korea and North Korea;

Whereas, based on the results of the validation studies during the Evaluation Period, Aptose will determine if it desires to continue preclinical development of CG'806 or other BTK inhibitors by paying the option grant fee described in Article 2, and upon payment of such option grant fee, CG desires to grant to Aptose, and Aptose desires to receive from CG, an exclusive option for an exclusive license referred to in the foregoing recital paragraph, and the Parties will enter the Option Period (as defined in Section 3.1 below);

Whereas, contingent on the results of the preclinical studies during the Option Period, Aptose will determine if it desires to continue clinical development and commercialization of Licensed Compounds by paying the option exercise fee, and upon payment of such option exercise fee, CG desires to grant Aptose, and Aptose desires to receive from CG, an exclusive license referred to in the foregoing recital paragraph, on the terms and conditions set forth in this Agreement, and the Parties will enter the License Period (as defined in Section 4.1 below).

Now Therefore, in consideration of the foregoing and the covenants and promises contained herein, the Parties agree as follows:

ARTICLE 1

Definitions

As used herein, the following terms shall have the following meanings:

1.1 "***Additional Materials***" has the meaning set forth in Section 2.3 (Activities During Evaluation Period).

1.2 "***Additional Studies***" has the meaning set forth in Section 2.3 (Activities During Evaluation Period).

1.3 "***Advisory Committee***" has the meaning set forth in Section 5.2(a)(i) (Establishment).

1.4 "***Affiliate***" means, with respect to a Party, any company or entity controlled by, controlling, or under common control with such Party. For the purposes of this definition, the word "control" (including, with correlative meaning, the terms "controlled by" or "under the common control with") means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock of such entity, or by contract or otherwise.

1.5 "***Agreement"*** has differing meanings depending on whether the Parties are in the Evaluation Period, Option Period or License Period and shall accordingly be interpreted to mean: (i) while the Evaluation Period is in effect, Article 2 and those provisions expressly stated to be operative by Section 2.7 only; (ii) if and when the Option Period comes into effect, Articles 2 and 3 and those provisions expressly stated to be operative by Sections 2.7 and 3.10 only; and (iii) if and when the License Period comes into effect, all provisions of this Option and License Agreement between the Parties dated the Execution Date.

1.6 "***Applicable Laws***" means the applicable provisions of any and all national, supranational, regional, state and local laws, treaties, statutes, rules, regulations, administrative codes, guidance, ordinances, judgments, decrees, directives, injunctions, orders, permits (including MAAs) of or from any court, arbitrator or Governmental Authority having jurisdiction over or related to the subject item.

1.7 "***Aptose Data***" means all Data generated in connection with any research, Development, regulatory, manufacturing or Commercial activities with respect to any Licensed Compound or Product conducted by or on behalf of Aptose or its Affiliates or Sublicensees (including activities conducted by CG in response to Aptose's request to conduct certain Development activities for Licensed Compounds or Products in the Field in the Licensed Territory as set forth in Section 5.4).

1.8 "***Aptose Program Technology***" has the meaning set forth in Section 8.1(a) (Aptose Program Technology).

1.9 "***Aptose's Right of First Refusal***" has the meaning set forth in Section 4.3 (Right of First Refusal).

1.10 "***Aptose Studies***" has the meaning set forth in Section 2.3 (Activities During Evaluation Period).

1.11 "***CG Data***" means all Data generated in connection with any research, Development, regulatory, manufacturing or Commercial activities with respect to any Licensed Compound or Product conducted by or on behalf of CG or its Affiliates (other than activities conducted by CG under Section 5.4) or licensees other than Aptose or Aptose's Affiliates.

1.12 "***CG Intellectual Property***" means the CG Know-How and CG Patents.

1.13 "***CG Know-How***" means all Information (including CG Data) Controlled by CG or its Affiliates as of the Effective Date or during the Term that relates to the composition, method of use, mechanism of action or method of manufacture of any Licensed Compound.

1.14 "***CG Notice***" has the meaning set forth in Section 4.3 (Right of First Refusal).

1.15 "***CG Patent***" means any Patent that (a) is Controlled by CG or its Affiliates as of the Effective Date or during the Term,*and* (b) relates to the composition, method of use, mechanism of action or method of manufacture of any Licensed Compound; and, as to any Patent in Joint Technology, such Patent to the extent of CG's interest. The CG Patents existing as of the Effective Date are set forth on Exhibit A attached hereto.

1.16 "***Combination Product***" means: (a) a pharmaceutical product that contains a Licensed Compound and at least one other clinically active ingredient that is not a Licensed Compound; or (b) any combination of a Product and another pharmaceutical product that contains at least one other clinically active ingredient that is not a Product, where such products are not formulated together but are sold together as a single product and invoiced as one product. The other clinically active ingredient(s) in clause (a) and the other pharmaceutical product(s) in clause (b) are each referred to as the "***Other Product(s)***".

1.17 "***Commercialization***" means the marketing, promotion, sale and/or distribution of Products, and all related manufacturing activities not included in the definition of Development. Commercialization shall include commercial activities conducted in preparation for Product launch. "***Commercialize***" has a correlative meaning.

1.18 "***Commercially Reasonable Efforts***" means those efforts that are consistent with the efforts and resources normally used by a biotechnology company of similar size to Aptose in the research and development of a potential product or the commercialization of a product, in each case owned by it or to which it has exclusive rights, with similar product characteristics as a Product and of similar market potential at a similar stage in its development or product life as the Product, taking into account all relevant factors, including patent coverage, safety and efficacy, product profile, competitiveness of the marketplace, proprietary position and profitability (including pricing and reimbursement).

1.19 "***Competing Product***" means any product that contains a compound, other than a Licensed Compound, that (a) has an in vitro IC_{50} for inhibiting BTK of less than 10 nM and (b) has an in vitro IC_{50} for inhibiting FLT3-ITD (i.e., internal tandem duplications of FLT3) of less than 10 nM, in each case (a) and (b) as determined by the protocol set forth in Exhibit B.

1.20 "***Confidential Information***" means, with respect to a Party, all Information of such Party that is disclosed to the other Party under this Agreement, whether disclosed in oral, written, graphic, or electronic form, but excluding Information described in Section 9.2 (Exceptions). All confidential information disclosed by a Party under the Confidential Disclosure Agreement between the Parties dated February 10, 2015 (the "***Prior CDA***"), and all confidential information disclosed by CG under the MTA, shall be deemed to be such Party's Confidential Information hereunder. The terms and conditions of this Agreement shall be deemed to be both Parties' Confidential Information, and each Party shall have the obligations set forth in Article 9 (Confidentiality) with respect thereto.

1.21 "***Control***" means, with respect to any material, Information, or intellectual property right, that a Party owns or has a license to such material, Information, or intellectual property right and, in each case, has the ability to grant to the other Party access, a license, or a sublicense (as applicable) to the foregoing on the terms and conditions set forth in this Agreement without violating the terms of any agreement or other arrangement with any Third Party in existence and in effect prior to the Effective Date.

1.22 "***Cover***" means, with respect to a Product and a claim of a CG Patent in any country in the Licensed Territory, that such claim would be infringed, absent a license, by the manufacture, use, offer for sale, sale or importation of such Product in such country; and "***Covering***" has the corresponding meaning.

1.23 "***Data***" means any and all scientific, technical or test data pertaining to any Licensed Compound or Product that is generated under this Agreement, including research data, clinical pharmacology data, CMC data (including analytical and quality control data and stability data), preclinical data, clinical data or submissions made in association with an IND or MAA with respect to any Licensed Compound or Product.

1.24 "***Develop***" or "***Development***" means all activities that relate to the development of Licensed Compounds and Products or to (a) obtaining, maintaining or expanding Regulatory Approval of a Product, or (b) developing the ability to manufacture clinical and commercial quantities of a Licensed Compound or Product. This includes: (i) preclinical testing, toxicology, and clinical trials; (ii) preparation, submission, review, and development of data or information for the purpose of submission to a Governmental Authority to obtain, maintain or expand Regulatory Approval of a Product; and (iii) manufacturing process development and scale-up, bulk production and fill/finish work associated with the supply of a Product for preclinical testing and clinical trials, and related quality assurance and technical support activities. "***Develop***" has a correlative meaning.

1.25 "***Development Plan***" has the meaning set forth in Section 5.3 (Development Plan).

1.26 "***Dollar***" means a U.S. dollar, and "$" shall be interpreted accordingly.

1.27 "***Effective Date***" has the meaning set forth in Section 2.5 (Option Grant).

1.28 "***EMA***" means the European Medicines Agency or any successor entity thereto.

1.29 "***Evaluation Period***" has the meaning set forth in Section 2.1 (Evaluation Period).

1.30 "***Execution Date***" has the meaning set forth in the first paragraph above.

1.31 "***Executive Officers***" has the meaning set forth in Section 13.3 (Internal Resolution).

1.32 "***FDA***" means the U.S. Food and Drug Administration or any successor agency thereto.

1.33 "***Field***" means all fields of use, including the diagnosis, prognosis, prevention and treatment of all diseases and conditions.

1.34 "***First Commercial Sale***" means the first sale to a Third Party of a Product in a given regulatory jurisdiction after Regulatory Approval has been obtained in such jurisdiction.

1.35 "***Generic Product***" means, with respect to a Product in a particular regulatory jurisdiction, any pharmaceutical product that (a) (i) contains the same active pharmaceutical ingredients as such Product for the same route of administration as such Product and is approved by the Regulatory Authority in such country; or (ii) is A/B Rated (defined below) with respect to such Product or otherwise approved by the Regulatory Authority in such country as a substitutable generic for such Product; and (b) is sold in such jurisdiction by a Third Party that is not a Sublicensee and did not purchase such product from Aptose or its Affiliates or Sublicensees. For purposes of this definition, "***A/B Rated***" means, for the U.S., "therapeutically equivalent" as determined by the FDA, applying the definition of "therapeutically equivalent" set forth in the preface to the then-current edition of the FDA publication "Approved Drug Products With Therapeutic Equivalence Evaluations" and, for outside the U.S., such equivalent determination by the applicable Regulatory Authority.

1.36 "***Governmental Authority***" means any national, international, federal, state, provincial or local government, or political subdivision thereof, or any multinational organization or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or any court or tribunal (or any department, bureau or division thereof, or any governmental arbitrator or arbitral body).

1.37 "***IND***" means any investigational new drug application, clinical trial application, clinical trial exemption or similar or equivalent application or submission for approval to conduct human clinical investigations.

1.38 "***Indication***" means a human disease or medical condition that is approved by a Regulatory Authority to be included as a discrete claim (as opposed to a subset of a claim) in the labeling of a Product based on the results of a separate Pivotal Clinical Trial(s) sufficient to support Regulatory Approval of such claim; provided, however, that with respect to oncology Indications, a particular oncology Indication will be considered distinct from another oncology Indication only if it is for a different tumor type or for a different hematological malignancy as classified by cell lineage (e.g., acute lymphoblastic leukemia is a different Indication from chronic myelogenous leukemia), and will not be considered distinct from another oncology Indication if it is only a different line of therapy.

1.39 "***Information***" means any data, results, and information of any type whatsoever, in any tangible or intangible form, including, without limitation, know-how, trade secrets, practices, techniques, methods, processes, inventions, developments, specifications, formulations, formulae, materials or compositions of matter of any type or kind (patentable or otherwise), software, algorithms, marketing reports, expertise, stability, technology, test data including pharmacological, biological, chemical, biochemical, toxicological, and clinical test data, analytical and quality control data, stability data, studies and procedures.

1.40 "***Initiation***" means, with respect to a clinical trial, first dosing of the first subject in such clinical trial.

1.41 "***Joint Technology***" has the meaning set forth in Section 8.1(b) (Joint Technology).

1.42 "***Licensed Compound***" means: (i) CG'806; (ii) any other compound whose composition, manufacture or use is claimed by a claim in the patents and patent applications set forth in Exhibit A; and (iii) any other compound that employs or embodies Know-How Controlled by CG or its Affiliates in existence*on or before the Effective Date* and that relates to the composition, method of use, mechanism of action or method of manufacture of any inhibitor of any kinase within the BTK family of kinases.

1.43 "***License Period***" has the meaning set forth in Section 4.1 (License Grant and License Period).

1.44 "***Licensed Territory***" means worldwide except the Retained Territory.

1.45 "***Major European Country***" means any of the following countries: France, Germany, Italy, Spain and the United Kingdom.

1.46 "***Marketing Authorization Application***" or "***MAA***" means an application to the appropriate Regulatory Authority for approval to market a Product (but excluding Pricing Approval) in any particular jurisdiction, including an NDA in the U.S.

1.47 "***Materials***" has the meaning set forth in Section 5.11 (Materials Transfer).

1.48 "***MHLW***" means the Japanese Ministry of Health, Labour and Welfare or any successor entity thereto.

1.49 "***MTA***" has the meaning set forth in the recitals.

1.50 "***MTA Studies***" has the meaning set forth in Section 2.3 (Activities During Evaluation Period).

1.51 "***NDA***" means a New Drug Application, as defined in the United States Federal Food, Drug and Cosmetic Act, as amended, and applicable regulations promulgated thereunder by the FDA.

1.52 "***Net Sales***" means, with respect to any Product, the gross amounts invoiced by Aptose and its Affiliates and Sublicensees for sales of such Product in the Licensed Territory to unaffiliated Third Parties, less the following deductions provided to unaffiliated entities and actually allowed and taken:

(a) cash, trade or quantity discounts, charge-back payments, including administrative fees in connection therewith, and rebates actually granted to trade customers, retail pharmacy chains, wholesalers, managed health care organizations, pharmaceutical benefit managers, insurers, group purchasing organizations and national, state, or local government;

(b) credits, rebates or allowances actually allowed upon prompt payment or on account of claims, damaged goods, rejections or returns of Products, including in connection with recalls, and the actual amount of any write-offs for bad debt (provided that any amount subsequently recovered will be treated as Net Sales);

(c) reasonable distributors' fees in connection with Products;

(d) freight, postage, shipping, transportation and insurance charges, in each case actually allowed or paid, for delivery of Products; and

(e) taxes (other than income taxes), duties, tariffs, mandated contributions or other governmental charges levied on the sale of Products, including VAT, excise taxes, sales taxes, and a pro rata portion of pharmaceutical excise taxes imposed on sales of pharmaceutical products as a whole and not specific to Products (such as those imposed by the U.S. Patient Protection and Affordable Care Act of 2010, Pub. L. No. 111-148, as amended).

Notwithstanding the foregoing, amounts received or invoiced by Aptose or its Affiliates or Sublicensees for the sale of Products among Aptose and its Affiliates and Sublicensees shall not be included in the computation of Net Sales hereunder. Net Sales shall be accounted for in accordance the selling party's standard practices in the relevant country in the Licensed Territory.

Notwithstanding the foregoing, "Net Sales" shall not include any amounts invoiced for sales of Products supplied for use in clinical trials of Products, or under compassionate use, named patient or other charitable programs for which net sales do not exceed cost of goods.

Net Sales for a Combination Product in a country shall be calculated as follows:

(i) If a Product containing the same Licensed Compound as in the Combination Product, as its sole active ingredient, and the Other Product(s) each are sold separately in such country, Net Sales will be calculated by multiplying the total Net Sales (as described above) of the Combination Product by the fraction A/(A+B), where A is the public or list price in such country of such Product sold separately in the same formulation and dosage, and B is the (sum of the) public or list price(s) in such country of the Other Product(s) sold separately in the same formulation and dosage, during the applicable calendar year.

(ii) If such Product is sold independently of the Other Product(s) in such country, but the public or list price of the Other Product(s) cannot be determined, Net Sales will be calculated by multiplying the total Net Sales (as described above) of such Combination Product by the fraction A/C, where A is the public or list price in such country of such Product sold independently and C is the public or list price in such country of the Combination Product, during the applicable calendar year.

(iii) If the Other Product(s) are sold independently of the Licensed Compound in the Combination Product in such country, but the public or list price of a Product containing such Licensed Compound cannot be determined, Net Sales will be calculated by multiplying the total Net Sales (as described above) of such Combination Product by the fraction [1-B/C], where B is the (sum of the) public or list price(s) in such country of the Other Product(s) and C is the public or list price in such country of the Combination Product, during the applicable calendar year.

(iv) If neither the public or list price of the Other Product(s) nor the public or list price of such Product can be determined in such country, then the Parties shall discuss the amount to be included in Net Sales, based on a reasonable allocation of the relative values of the Other Product(s) and such Product, and if they fail to agree, the allocation will be submitted to an independent Third Party expert mutually agreed by the Parties; but if either Party disagrees with such determination, the Parties may resolve this dispute by arbitration in accordance with Section 13.4 below.

1.53 "***Option***" has the meaning set forth in Section 3.1 (Option Grant and Option Period).

1.54 "***Option Exercise Fee***" has the meaning set forth in Section 3.8 (Option Exercise).

1.55 "***Option Grant Fee***" has the meaning set forth in Section 2.5 (Option Grant).

1.56 "***Option Period***" has the meaning set forth in Section 3.1 (Option Grant and Option Period).

1.57 "***Partnership Review Committee***" has the meaning set forth in Section 5.2(b)(i) (Establishment).

1.58 "***Patents***" means all patents and patent applications (which for the purpose of this Agreement shall be deemed to include certificates of invention and applications for certificates of invention), including all divisionals, continuations, substitutions, continuations-in-part, re-examinations, reissues, additions, renewals, revalidations, extensions, registrations, pediatric exclusivity periods and supplemental protection certificates and the like of any such patents and patent applications, and any and all foreign equivalents of the foregoing.

1.59 "***Phase 1 Clinical Trial***" means a human clinical trial of a Product, the principal purpose of which is to evaluate safety in healthy individuals or patients, to determine pharmacokinetic parameters and other key pharmaceutical properties of the Product (including absorption, metabolism, and elimination), or to determine the appropriate range of doses to evaluate in further clinical trials, in each case as described in 21 C.F.R. § 312.21(a), as amended from time to time, or the corresponding foreign regulations.

1.60 "***Phase 2 Clinical Trial***" means a human clinical trial of a Product, the principal purpose of which is to evaluate the effectiveness and/or safety of such Product in the target patient population, as described in 21 C.F.R. § 312.21(b), as amended from time to time, or the corresponding foreign regulations.

1.61 "***Pivotal Clinical Trial***" means a pivotal human clinical trial of a Product (whether or not denominated a "Phase 3" clinical trial under applicable regulations) with a defined dose or a set of defined doses of such Product designed to ascertain efficacy and safety of such Product for the purpose of enabling, without the performance of additional human clinical trials, the preparation and submission of an MAA to the applicable Regulatory Authorities in a country of the Licensed Territory, as further defined in 21 C.F.R. § 312.21(c) for the U.S., as amended from time to time, or the corresponding foreign regulations.

1.62 "***Pricing Approval***" means such governmental approval, agreement, determination or decision establishing prices for a Product that can be charged and/or reimbursed in regulatory jurisdictions where the applicable Governmental Authorities approve or determine the price and/or reimbursement of pharmaceutical products.

1.63 "***Product***" means any pharmaceutical product that contains a Licensed Compound as an active ingredient, alone or with one or more other active ingredients, including all forms, presentations, doses and formulations.

1.64 "***Product Infringement***" has the meaning set forth in Section 8.3(a) (Patent Enforcement).

1.65 "***Product Trademark***" has the meaning set forth in Section 8.4 (Trademarks).

1.66 "***Regulatory Approval***" means all approvals necessary for the manufacture, marketing, importation and sale of a Product for one or more indications in a country or regulatory jurisdiction, including satisfaction of all applicable regulatory and notification requirements and receipt of all required Pricing Approvals.

1.67 "***Regulatory Authority***" means any Governmental Authority that has responsibility in its applicable jurisdiction over the testing, development, manufacture, use, storage, import, transport, promotion, marketing, distribution, offer for sale, sale or other commercialization of pharmaceutical products in a given jurisdiction, including the FDA, EMA and MHLW.

1.68 "***Regulatory Filing***" means all applications, filings, submissions, approvals, licenses, registrations, permits, notifications and authorizations (or waivers) with respect to the testing, Development, manufacture or Commercialization of any Licensed Compound or Product made to or received from any Regulatory Authority in a given country, including any INDs and MAAs.

1.69 "***Retained Territory***" means China, South Korea and North Korea.

1.70 "***Royalty Term***" has the meaning set forth in Section 7.2(b) (Royalty Term).

1.71 "***Safety Data***" means Data related solely to any adverse drug experiences and serious adverse drug experiences as such information is reportable to Regulatory Authorities in the Licensed Territory or Retained Territory. Safety Data also includes "adverse events", "adverse drug reactions" and "unexpected adverse drug reactions" as defined in the ICH Harmonised Tripartite Guideline for Clinical Safety Data Management: Definitions and Standards for Expedited Reporting.

1.72 "***Securities Laws***" means all applicable securities laws in all provinces of Canada and the respective rules, regulations, blanket orders and blanket rulings under such laws, together with applicable published policies, policy statements and notices of the applicable securities commission or securities regulatory authority in all provinces of Canada.

1.73 "***Sublicensee***" means a Third Party that has received a sublicense from Aptose to some or all of the rights granted to Aptose under Section 4.5 (Sublicenses).

1.74 "***Term***" has the meaning set forth in Section 12.1 (Term).

1.75 "***Third Party***" means a person or entity other than CG or Aptose or an Affiliate of either of them.

1.76 "***United States***" *or* "***U.S.***" means the United States of America and its territories and possessions.

1.77 "***Valid Claim***" means a claim of an issued patent in the CG Patents, which claim has not (a) lapsed, been cancelled, become abandoned, or been declared invalid or unenforceable by an unappealed or unappealable decision or judgment of a court of competent jurisdiction, or (b) been admitted to be invalid or unenforceable through reissue or disclaimer.

ARTICLE 2

Evaluation Period

2.1 **Evaluation Period**. This Article 2 shall take effect from and after the Execution Date, and except as expressly set forth in this Article 2, no other provision of this Agreement shall be of any force or effect. During the Evaluation Period (defined herein), Aptose will conduct certain studies of CG'806 as described in this Article 2 for the purpose of generating data that Aptose will use to determine whether it desires to obtain an option to the CG Intellectual Property. The "***Evaluation Period***" means the period of time that commenced on the date that the MTA came into effect and ends upon the earlier of: (i) sixteen (16) weeks after Aptose's receipt of the Additional Materials under Section 2.3 (Activities During Evaluation Period) below, or such later date as the Parties may agree in writing; and (ii) Aptose's payment of the Option Grant Fee in accordance with Section 2.5 (Option Grant) below.

2.2 Exclusive Evaluation. CG hereby covenants to Aptose that, during the Evaluation Period, neither CG nor its Affiliates will grant or offer any license or other rights to a Third Party, or otherwise discuss or negotiate with any Third Party the terms of any such license or rights, with respect to the research, development, manufacture or commercialization of any Licensed Compound or Product.

2.3 Activities During Evaluation Period. As of the Execution Date, Aptose is conducting the studies using CG'806 that are described in Exhibit B of the MTA (the "***MTA Studies***"). During the Evaluation Period, Aptose will have the right to conduct additional studies of CG'806 to obtain data useful to determine whether to pay the Option Grant Fee (the "***Additional Studies***" and collectively with the MTA Studies, the "***Aptose Studies***"). As of the Execution Date, Aptose has received an additional fifteen grams (15g) of CG'806 (the "***Additional Materials***") to conduct the Additional Studies. Aptose will reimburse CG for the amount charged by CG's contract manufacturer to manufacture and supply the Additional Materials.

2.4 Access to Data. Following completion of the first MV4-11 subcutaneous xenograft Aptose Study, Aptose shall provide to CG all data, results and information generated from such study (but not other Aptose Studies conducted prior to the Effective Date).

2.5 Option Grant. At any time prior to the expiration of the Evaluation Period, Aptose may pay to CG a one-time fee of one million U.S. Dollars ($1,000,000) (the "***Option Grant Fee***"), and the date on which Aptose makes such payment will be referred to as the "***Effective Date***". No additional payments are due from Aptose to CG during the Evaluation Period other than payments associated with Additional Materials under Section 2.3 (Activities During the Evaluation Period). Upon Aptose's payment of the Option Grant Fee, CG agrees to grant, and hereby grants, Aptose: (i) the Option (as specified in Section 3.1, below), and (ii) the preclinical development license in Section 3.2, below, and the Parties shall thereupon enter the Option Period as set forth in Article 3, below. For clarity, Aptose is under no obligation to pay the Option Grant Fee, and Aptose's failure to pay the Option Grant Fee is not a breach of this Agreement and will not give rise to any right or remedy of CG except as expressly set forth herein.

2.6 Effects of Aptose's Failure to Pay Option Grant Fee. If Aptose fails to pay the Option Grant Fee by the end of the Evaluation Period, or elects by written notice to CG not to pay the Option Grant Fee at any time prior to the end of the Evaluation Period, then:

(a) Aptose will transfer and assign, and hereby transfers and assigns, to CG or its designee all data, results and information generated from the Aptose Studies, including the Aptose Data, and Aptose will fulfill its obligations under this Section 2.6(a) without any additional payment by CG or any other obligation; provided that Aptose may retain one copy of such data, results and information for archival purposes only, subject to continuing confidentiality obligations as set forth in Section 12.7 and Article 9 below; and

(b) all provisions in this Article 2 (and this Agreement), other than Aptose's obligations set forth in Section 2.6(a) above and in Section 2.7 below as applicable, will terminate and cease to be of any further force or effect.

2.7 Applicable Definitions and Provisions. Only defined terms from the recitals and Article 1 that are used in this Article 2 apply, and include the following terms: CG'806 (recitals), MTA (recitals), Additional Materials (Section 1.1), Additional Studies (Section 1.2), Affiliate (Section 1.4), Agreement (Section 1.5), Aptose Studies (Section 1.10), CG Intellectual Property (Section 1.12), CG Know-How (Section 1.13), CG Patent (Section 1.15), Effective Date (Section 1.27), Evaluation Period (Section 1.29), Execution Date (Section 1.30), Information (Section 1.39), Licensed Compound (Section 1.42), MTA Studies (Section 1.50), Option (Section 1.53), Option Grant Fee (Section 1.55), Product (Section 1.63), and Third Party (Section 1.77). Further, the following provisions of this Agreement apply to this Article 2 and are in effect during the Evaluation Period: Article 9 (Confidentiality), Section 10.3 (Additional Representations and Warranties), Article 13 (Governing Law; Dispute Resolution), Section 14.1 (Notices), Section 14.7 (Assignment), Section 14.8 (Limitation of Liability), Section 14.9 (Performance by Affiliate), Section 14.10 (No Strict Constructions; Headings), Section 14.11 (Further Assurances), Section 14.12 (English Language), and Section 14.13 (Counterparts). Sections 2.6, 2.7, 14.1, 14.7, 14.8, 14.10 and 14.12 and Articles 9 and 13 will survive termination of this Agreement under Section 2.6(b).

ARTICLE 3

Option Period

3.1 Option Grant and Option Period. Upon Aptose's payment of the Option Grant Fee, this Article 3 comes into effect for the duration of the Option Period (defined below), and except as expressly set forth in this Article 3, no other provision of this Agreement shall be of any force or effect. CG hereby grants to Aptose an exclusive option to obtain an exclusive license to Develop and Commercialize Licensed Compounds and Products in the Licensed Territory as set forth in Section 4.4 (the "***Option***"). CG hereby covenants to Aptose that, during the Option Period, neither CG nor its Affiliates will grant or offer any license or other rights to a Third Party, or otherwise discuss or negotiate with any Third Party the terms of any such license or rights, with respect to the research, development, manufacture or commercialization of any Licensed Compound or Product in the Licensed Territory. The "***Option Period***" means the period of time commencing on the date Aptose pays the Option Grant Fee to CG and ending upon the earlier of: (i) the first filing of an IND for a Product by Aptose or its Affiliate; (ii) the first dosage of a Product in a human subject by Aptose or its Affiliate; (iii) payment of the Option Exercise Fee as specified in Section 3.8; and (iv) eighteen (18) months after the date the Option Period commences (i.e., eighteen (18) months after payment of the Option Grant Fee), unless extended pursuant to Section 3.6 (Diligence).

3.2 Preclinical Development License. Upon Aptose's payment of the Option Grant Fee, CG agrees to grant, and hereby grants, Aptose a co-exclusive (with CG) license, with a right to sublicense in accordance with Section 3.3 (Sublicenses) below, under the CG Intellectual Property for the duration of the Option Period, to preclinically develop, including to make, have made, use, import and export, Licensed Compounds and Products in the Field in the Licensed Territory solely for the purposes of conducting preclinical development or preparing for clinical development of Licensed Compounds and Products (including manufacturing clinical supplies of Licensed Compounds and Products), but excluding the right to file an IND for a Product or conduct human clinical trials of a Product. No additional license or rights are granted to Aptose during the Option Period other than as expressly set forth in this Article 3. Subject to Section 3.1, CG retains the right under CG Intellectual Property to also preclinically develop Licensed Compounds and Products throughout the world.

3.3 Sublicenses. Aptose shall have the right to grant sublicenses under any or all rights granted in Section 3.2 (Preclinical Development License) to its Affiliates and to Third Parties, subject to CG's prior written consent, such consent not to be unreasonably withheld, and on an as-needed basis, such sublicenses may be approved by CG, such approval not to be unreasonably withheld, to be granted through multiple tiers. Each such sublicense shall be effective only to the extent each remains fully consistent with the terms and conditions of this Article 3 and this Agreement (if the Parties enter the License Period).

3.4 Activities During Option Period. During the Option Period, the Parties will set up an Advisory Committee, and Aptose will prepare a draft Development Plan for development of Licensed Compounds and Products in the Field in the Licensed Territory as described in Sections 5.2(a) (Advisory Committee) and 5.3 (Development Plan) below. If the Option Period ends or Aptose elects not to pay the Option Exercise Fee before the end of the Option Period, then the Advisory Committee shall disband; however, if Aptose pays the Option Exercise Fee, then the activities of the Advisory Committee shall continue into the License Period under the Partnership Review Committee as and to the extent set forth in Section 5.2(b) below.

3.5 Technology Transfer and Access to Data.

(a) By CG. Promptly after the commencement of the Option Period, CG shall provide to Aptose or its designee all CG Know-How then in existence that is necessary or useful for Aptose to exercise the license granted in Section 3.2 (Preclinical Development License) above. At least once per calendar quarter during the Option Period, CG shall provide to Aptose or its designee all CG Know-How, including CG Data, generated since the last such disclosure (if any) that is necessary or useful for Aptose to exercise the license granted in Section 3.2 above. During the Option Period, CG shall furnish Aptose with electronic copies of, and if reasonably requested by Aptose, physical access to the originals of, any and all documents, electronic records, databases and other tangible materials included in the CG Know-How. As reasonably requested by Aptose, during the Option Period, CG shall provide, at no additional cost to Aptose, reasonable technical support (by teleconference, by electronic means or in-person at CG's or its contractor's facilities during regular business hours and upon reasonable advance notice, as needed) to support such technology transfer. Aptose shall have the right to incorporate CG Data in any pre-IND filings and the first IND filing for a Product in the Licensed Territory and to cross-reference Regulatory Filings Controlled by CG in the Retained Territory, and otherwise exercising its rights or fulfilling its obligations under this Article 3.

(b) By Aptose. On a semiannual basis after the commencement of the Option Period, Aptose shall provide CG with copies of or access to all Aptose Data not previously provided to CG pursuant to the Advisory Committee meeting schedule in Section 5.2. CG shall have the right to use Aptose Data as necessary to seek to obtain and maintain Regulatory Approval for Products in the Retained Territory, including the right to incorporate Aptose Data in Regulatory Filings with Regulatory Authorities in the Retained Territory and to cross-reference Regulatory Filings Controlled by Aptose in the Licensed Territory, and otherwise to exercise its rights or fulfill its obligations under this Agreement.

3.6 **Diligence**. Aptose agrees to use Commercially Reasonable Efforts to preclinically develop at least one Licensed Compound or Product and to obtain acceptance for filing and review of an IND for a Product in the Licensed Territory within eighteen (18) months after the commencement of the Option Period. The Parties acknowledge and agree that the Option Period: (a) will be extended automatically by the amount of any delay resulting from (i) clinical or regulatory delays that are outside of Aptose's reasonable control, including requests or requirements of a Regulatory Authority beyond what would be reasonably anticipated, or (ii) delays in developing a novel formulation of Product with increased bioavailability or manufacturing needed quantities of such formulation that are outside of Aptose's reasonable control; and (b) may otherwise be extended by prior mutual written consent.

3.7 **Exclusivity**. CG hereby covenants that, during the Option Period, neither it nor its Affiliates will (a) grant or offer any license or other rights to a Third Party, or otherwise discuss or negotiate with any Third Party the terms of any license or rights, (b) conduct any activities, whether independently or with or for the benefit of a Third Party, or (c) file any patent applications, in each case (a)-(c) with respect to the research, development, manufacture or commercialization of any Competing Product.

3.8 **Option Exercise.**

(a) **Payment or Issuance of Shares**. At any time prior to the expiration of the Option Period, Aptose may by giving written notice to CG exercise its Option. Promptly thereafter, Aptose shall either (i) pay to CG two million U.S. Dollars ($2,000,000) in cash, (ii) issue to CG the equivalent of two million U.S. Dollars ($2,000,000) of common stock of Aptose in accordance with Applicable Laws, or (iii) pay to CG one million U.S. Dollars ($1,000,000) in cash and issue to CG the equivalent of one million U.S. Dollars ($1,000,000) of common stock of Aptose in accordance with Applicable Laws ((i), (ii) or (iii), as applicable, the "***Option Exercise Fee***"), and the election of clause (i), (ii) or (iii) will be at Aptose's sole discretion. Upon such payment and/or issuance, Aptose will be granted the license set forth in Section 4.4 (Commercial License Grant) below, and the Parties will enter the License Period. The deemed value per share of such common stock (the "***Shares***") will equal the volume weighted average trading price of the common stock of Aptose on the Toronto Stock Exchange (calculated by dividing the total value of common stock traded by the total volume of common stock traded for the applicable period) for the ten (10) trading days ending on the trading day prior to the date of issuance, and the number of shares to be issued to CG shall equal one million U.S. Dollars ($1,000,000) or two million U.S. Dollars ($2,000,000), as applicable, divided by such deemed value per share, rounded up to the nearest whole number. For clarity, the license grant in Section 4.4 (Commercial License Grant) constitutes the consideration for the Shares, and no other purchase price shall be payable.

(b) **Representations and Warranties**. In connection with the issuance of the Shares upon Aptose's exercise of the Option, Aptose hereby represents, warrants and, as applicable, covenants to CG, as of the Effective Date, that:

(i) upon exercise of the Option in accordance with the terms of this Agreement, the Shares will be (A) duly authorized and allotted for issuance; (B) validly issued and fully paid and non-assessable; and (C) once issued, freely tradeable after the expiry of applicable hold periods and compliance with resale restrictions and conditions under the Securities Laws and the Applicable Laws of any other relevant jurisdiction.

(ii) Aptose is a reporting issuer or the equivalent in all provinces of Canada and is not on a list of defaulting issuers maintained by applicable securities commissions or securities regulatory authorities in any of the provinces of Canada pursuant to applicable Securities Laws; in particular, Aptose is in compliance, in all material respects, with all of its applicable continuous disclosure obligations under Securities Laws; and

(iii) Aptose will, within the required time, file with the Toronto Stock Exchange any documents, reports and information, in the required form, required to be filed by applicable Securities Laws in connection with the issuance of the Shares upon exercise of the Option, together with any applicable filing fees and other materials.

3.9 **Effects of Aptose's Failure to Exercise Option.** If Aptose fails to exercise its Option within the Option Period, including paying the Option Exercise Fee by the end of the Option Period, or elects by written notice to CG not to pay the Option Exercise Fee at any time prior to the end of the Option Period, then:

(a) Aptose will transfer and assign, and hereby transfers and assigns, to CG or its designee all data, results and information generated from the Aptose Studies and preclinical development activities, including all Aptose Data and all data, results and information that are reasonably necessary for CG to continue the development and commercialization of the Licensed Compounds and Products, and Aptose will fulfill its obligations under this Section 3.9(a) without any additional payment by CG or any other obligation; provided that Aptose may retain one copy of such data, results and information for archival purposes only, subject to continuing confidentiality obligations as set forth in Section 12.7 and Article 9 below; and

(b) all provisions in Article 2 and this Article 3, other than Aptose's obligations set forth in Section 3.9(a) above and Section 3.10 below as applicable, will terminate and forthwith cease to be of any force or effect.

3.10 **Applicable Definitions and Provisions**. Only defined terms set forth in Section 2.7 (Applicable Definitions and Provisions) above, and defined terms from Article 1 that are used in this Article 3 apply, and include the following terms: CG'806 (recitals), Advisory Committee (Section 1.3), Affiliate (Section 1.4), Applicable Laws (Section 1.6), Aptose Data (Section 1.7), CG Data (Section 1.11), CG Intellectual Property (Section 1.12), CG Know-How (Section 1.13), CG Patent (Section 1.15), Commercialize (Section 1.17), Control (Section 1.21), Data (Section 1.23), Develop (Section 1.24), Development Plan (Section 1.25), Field (Section 1.33), IND (Section 1.37), Licensed Compound (Section 1.42), License Period (Section 1.43), Licensed Territory (Section 1.44), Option Exercise Fee (Section 1.54), Option Grant Fee (Section 1.55), Option Period (Section 1.56), Product (Section 1.63), Regulatory Approval (Section 1.66), Regulatory Authority (Section 1.67), Regulatory Filings (Section 1.68), Retained Territory (Section 1.69), Sublicensee (Section 1.73), and Third Party (Section 1.75). Further, the following provisions of this Agreement apply to this Article 3 and are in effect during the Option Period: Section 5.2 (Advisory Committee), Section 5.3 (Development Plan), Article 8 (Intellectual Property), Article 9 (Confidentiality), Article 10 (Representations and Warranties), Article 11 (Indemnification), Article 12 (Term; Termination), Article 13 (Governing Law; Dispute Resolution), and Article 14 (General Provisions). Sections 3.9, 3.10, 8.1, 10.4, 14.1, 14.7, 14.8, 14.10 and 14.12 and Articles 9, 11 and 13 will survive termination of this Agreement under Section 3.9(b).

ARTICLE 4

License Period

4.1 License Grant and License Period. Upon Aptose's payment of the Option Exercise Fee, the entirety of this Agreement comes into effect for the duration of the License Period. During the License Period, Aptose will have the right to conduct clinical studies to Develop and Commercialize Licensed Compounds and Products in accordance with this Article 4 (including the license granted in Section 4.4) and Articles 5 (Development and Regulatory Activities) and 6 (Commercialization) below. The "***License Period***" means the period of time commencing on the date Aptose pays the Option Exercise Fee to CG and ending upon the expiration or termination of this Agreement pursuant to Article 12 (Term; Termination) below.

4.2 Restrictions During License Period.

(a) By CG. CG hereby covenants and agrees that, during the License Period, it shall not, and will ensure that its Affiliates and licensees (other than Aptose) will not, either directly or indirectly, actively promote, market, distribute, import, sell or have sold any Product into countries in the Licensed Territory. As to the countries in the Licensed Territory: (i) CG and its Affiliates and licensees (other than Aptose) shall refrain from establishing or maintaining any branch, warehouse or distribution facility for any Product in such countries; (ii) CG and its Affiliates and licensees (other than Aptose) shall not engage in any advertising or promotional activities relating to any Product directed primarily to customers or other buyers or users of any Product located in such countries; and (iii) CG and its Affiliates and licensees (other than Aptose) shall not solicit orders from any prospective purchaser located in such countries. If CG or its Affiliates or licensees (other than Aptose) receives any order from a prospective purchaser located in a country in the Licensed Territory, CG shall immediately refer that order to Aptose. CG and its Affiliates and licensees (other than Aptose) shall not accept any such orders. CG and its Affiliates and licensees (other than Aptose) may not deliver or tender (or cause to be delivered or tendered) any Product outside of the Retained Territory. CG shall not, and shall ensure that its Affiliates and licensees will not, restrict or impede in any manner Aptose's exercise of its rights in the Licensed Territory.

(b) By Aptose. Aptose hereby covenants and agrees that, during the License Period, it shall not, and will ensure that its Affiliates and Sublicensees will not, either directly or indirectly, actively promote, market, distribute, import, sell or have sold any Product into countries in the Retained Territory. As to the countries in the Retained Territory: (i) Aptose and its Affiliates and Sublicensees shall refrain from establishing or maintaining any branch, warehouse or distribution facility for any Product in such countries; (ii) Aptose and its Affiliates and Sublicensees shall not engage in any advertising or promotional activities relating to any Product directed primarily to customers or other buyers or users of any Product located in such countries; and (iii) Aptose and its Affiliates and Sublicensees shall not solicit orders from any prospective purchaser located in such countries. If Aptose or its Affiliates or Sublicensees receives any order from a prospective purchaser located in a country in the Retained Territory, Aptose shall immediately refer that order to CG. Aptose and its Affiliates and Sublicensees shall not accept any such orders. Aptose and its Affiliates and Sublicensees may not deliver or tender (or cause to be delivered or tendered) any Product outside of the Licensed Territory. Aptose shall not, and shall ensure that its Affiliates and Sublicensees will not, restrict or impede in any manner CG's exercise of its rights in the Retained Territory.

4.3 Right of First Refusal. The Parties acknowledge and agree that after the Option Period, CG's obligations under Section 3.7 (Exclusivity) above will expire, and CG shall thereafter be relieved of all restrictions concerning development and commercialization of Competing Products and shall be free to, and regain the right to, research and develop Competing Products. CG hereby grants to Aptose a right of first refusal, during the first two (2) years of the License Period, to obtain an exclusive (even as to CG), worldwide license (with the right to grant sublicenses through multiple tiers) to research, develop, make, have made, use, import, export, offer for sale, sell and otherwise commercialize Competing Products in the Field ("***Aptose's Right of First Refusal***"). Within five (5) days after the earlier of (a) CG's receipt of an inquiry, unsolicited offer or proposal from a Third Party with respect to a Competing Product, or (b) CG's decision that it wishes to commence discussions with a Third Party with respect to a Competing Product, CG shall notify Aptose in writing of such Competing Product (the "***CG Notice***") and shall provide Aptose with a reasonably detailed summary of all information in CG's possession or readily available to CG with regard to such Competing Product. Aptose shall have sixty (60) days after its receipt of the CG Notice and related information to evaluate such information and to notify CG whether or not Aptose wishes to negotiate with CG regarding rights to develop and commercialize such Competing Product. If Aptose so notifies CG of its exercise of Aptose's Right of First Refusal, then the Parties shall exclusively negotiate in good faith to seek to agree upon the terms and conditions of an agreement under which CG would grant to Aptose exclusive licenses and other rights to develop and commercialize such Competing Product. If Aptose does not notify CG of its interest in such Competing Product during such sixty (60)-day period, or if the Parties do not enter into a written agreement governing such licenses and rights within one hundred eighty (180) days after CG's receipt of Aptose's notice of its exercise of Aptose's Right of First Refusal, or such longer period as may be agreed by the Parties, then CG shall thereafter have the right to initiate or participate in discussions with Third Parties with respect to the development and commercialization of such Competing Product; provided that CG shall not grant any Third Party any rights to develop or commercialize the Competing Product on financial terms that are equally or more favorable to such Third Party than the terms last offered by Aptose, where such "financial terms" are limited to only the upfront payments and development milestone payments (which include all milestone payments based on events occurring prior to Regulatory Approval) without first offering such Third Party terms to Aptose for a period of sixty (60) days. If Aptose notifies CG during such sixty (60)-day period that it accepts such terms, then the Parties will thereafter negotiate and enter into an agreement granting Aptose the right to develop and commercialize the Competing Product consistent with such terms. If Aptose does not notify CG that it accepts such terms during such sixty (60)-day period, then CG may enter into an agreement with the applicable Third Party consistent with the terms offered to Aptose; provided that if CG does not enter into such Third Party agreement with such Third Party, then this Section 4.3 will apply to any further offer from, or discussion or negotiation with, a Third Party with respect to the applicable (and any other newly discovered) Competing Product.

4.4 Commercial License Grant. Upon Aptose's payment of the Option Exercise Fee, CG agrees to grant, and hereby grants, Aptose an exclusive license (even as to CG), with the right to sublicense through multiple tiers in accordance with Section 4.5 (Sublicenses) below, under CG Intellectual Property for the Term of this Agreement to research, Develop, make, have made, use, import, export, offer for sale, sell and otherwise Commercialize Licensed Compounds and Products in the Field in the Licensed Territory. No additional license or rights are granted to Aptose other than as expressly set forth in this Agreement.

4.5 Sublicenses. Aptose shall have the right to grant sublicenses through multiple tiers under any or all of the rights granted in Section 4.4 (Commercial License Grant) to its Affiliates and to Third Parties; provided that each such sublicense shall be consistent with the terms and conditions of this Agreement. Aptose will promptly provide CG with the name and address of any of its Sublicensees. Any sublicense will not relieve Aptose of its obligations to CG under this Agreement. Aptose will be responsible for all obligations under this Agreement applicable to any such Sublicensee, and will remain fully responsible for performance of this Agreement notwithstanding any sublicenses granted.

4.6 CG's Retained Rights. CG retains all rights not expressly granted to Aptose hereunder including but not limited to the right under CG Intellectual Property to research, Develop, make, have made, use, import, export, offer for sale, sell and otherwise Commercialize Licensed Compounds and Products in the Field in the Retained Territory.

ARTICLE 5

Development and Regulatory Activities

5.1 Development of Licensed Compounds and Products. As between the Parties, Aptose shall have sole control, authority and discretion, at its sole expense, over the research and Development of Licensed Compounds and Products in the Field in the Licensed Territory, including all regulatory activities related thereto, as further described in this Article 5. Except as provided in Section 5.5 (Clinical Development in Retained Territory) below, CG shall be solely responsible for, at its sole expense, Development of Licensed Compounds and Products in the Field in the Retained Territory.

5.2 Committees.

(a) Advisory Committee.

(i) Establishment. The Parties hereby establish an Advisory Committee (the "***Advisory Committee***"), to discuss the Development Plan, including amendments thereto, and strategies for research and Development of Licensed Compounds and Products during the Option Period. The Advisory Committee will be composed of three (3) senior personnel of each Party, each of whom shall have experience in pharmaceutical discovery and development. Within thirty (30) days after the commencement of the Option Period, each Party will designate its initial members to serve on the Advisory Committee and notify the other Party of the dates of availability for the first meeting of the Advisory Committee. Each Party may replace its representatives on the Advisory Committee on written notice to the other Party.

(ii) Meetings. The Advisory Committee shall meet semiannually during the Option Period, and will thereafter disband and be replaced by the Partnership Review Committee. The first meeting of the Advisory Committee shall be held as soon as reasonably practicable, but in no event later than sixty (60) days, following the Effective Date. Meetings shall be held at such place or places as are mutually agreed or by teleconference or videoconference. Each Party may from time to time invite a reasonable number of participants who are under obligations of confidentiality consistent with this Agreement, in addition to its representatives, to attend Advisory Committee meetings in a non-voting capacity, with the consent of the other Party (which shall not be unreasonably withheld). At each meeting of the Advisory Committee, Aptose will update CG on, and the Parties will review and discuss, the Development Plan and the status of Aptose's Development activities with respect to Licensed Compounds and Products in the Licensed Territory, and Aptose will provide CG with semiannual updates summarizing its plans for and progress with respect to Development of Products in the Licensed Territory. Each Party shall solely bear all costs it incurs in connection with its participation at any meetings under this Section.

(b) Partnership Review Committee.

(i) Establishment. Promptly after the commencement of the License Period, the Parties will establish a Partnership Review Committee (the "***Partnership Review Committee***"), to discuss the Development Plan, including amendments thereto, and strategies for Development of Licensed Compounds and Products. The Partnership Review Committee will be composed of three (3) senior personnel of each Party, each of whom shall have experience in pharmaceutical discovery and development. Within thirty (30) days after the commencement of the License Period, each Party will designate its initial members to serve on the Partnership Review Committee and notify the other Party of the dates of availability for the first meeting of the Partnership Review Committee. Each Party may replace its representatives on the Partnership Review Committee on written notice to the other Party. The activities of the Partnership Review Committee as set forth in Section 5.2(b)(ii) below shall continue until the first Regulatory Approval for a Product in the Licensed Territory, at which point the Partnership Review Committee will disband.

(ii) Meetings. The Partnership Review Committee shall meet at least once per year until disbanded. The first meeting of the Partnership Review Committee shall be held as soon as reasonably practicable, but in no event later than sixty (60) days, following the commencement of the License Period. Meetings shall be held at such place or places as are mutually agreed or by teleconference or videoconference. Each Party may from time to time invite a reasonable number of participants who are under obligations of confidentiality consistent with this Agreement, in addition to its representatives, to attend Partnership Review Committee meetings in a non-voting capacity, with the consent of the other Party (which shall not be unreasonably withheld). At each meeting of the Partnership Review Committee, Aptose will update CG on, and the Parties will review and discuss, the Development Plan and the status of Aptose's Development activities with respect to Licensed Compounds and Products in the Licensed Territory, and until First Commercial Sale of a Product in the Licensed Territory, Aptose will provide CG with annual updates summarizing its plans for and progress with respect to Development of Products in the Licensed Territory. Each Party shall solely bear all costs it incurs in connection with its participation at any meetings under this Section.

(c) **Advisory Only**. For clarity, the roles of the Advisory Committee and Partnership Review Committee are advisory only. Aptose retains all decision-making rights regarding the Development of Licensed Compounds and Products in the Licensed Territory. Subject to Section 5.5, CG retains all decision-making rights regarding the Development of Licensed Compounds and Products in the Retained Territory.

5.3 **Development Plan.** Within one hundred eighty (180) days after the beginning of the Option Period, Aptose shall prepare and provide to the Advisory Committee a draft development plan for development of Products in the Field in the Licensed Territory for the subsequent twelve (12)-month period, and shall consider in good faith all reasonable comments provided by the Advisory Committee before preparing a final version of such plan (as updated from time to time in accordance with this Section, the "***Development Plan***"). The Development Plan may be supplemented, modified and updated by Aptose from time to time, and, until the Partnership Review Committee disbands, Aptose shall provide each such updated Development Plan to the Advisory Committee or Partnership Review Committee for review and discussion.

5.4 **CG Development Activities.** Subject to Section 5.5, CG will retain the exclusive right to, and be solely responsible for all aspects of, Development and Commercialization of Licensed Compounds and Products in the Field in the Retained Territory at its sole expense. Additionally, upon Aptose's request, and as mutually agreed by the Parties, CG may elect to conduct certain Development activities for Licensed Compounds or Products in the Field in the Licensed Territory. If the Parties agree that CG will conduct any such Development activities, they will prepare a detailed description, timeline and budget for all such activities, and upon mutual written agreement thereof, Aptose will update the Development Plan to include such activities. CG shall conduct any such Development activities for the Licensed Compounds and Products in the Field in accordance with the Development Plan and all Applicable Laws and under the direction of Aptose. Aptose shall reimburse CG for its fully burdened costs for such development activities in accordance with the mutually agreed-upon Development Plan and budget contained therein. CG shall provide Aptose with detailed invoices for such costs and adequate supporting documentation for such invoices. In connection with such activities, CG shall maintain complete, current and accurate records of all such Development activities conducted by it, and all Information resulting from such activities, which records shall fully and properly reflect all work done and results achieved in the performance of such Development activities in good scientific manner appropriate for regulatory and patent purposes.

5.5 **Clinical Development in Retained Territory.**

(a) Clinical Trials. CG shall keep Aptose updated on the status of the Development of Licensed Compounds and Products in the Retained Territory, including any communications with Regulatory Authorities in the Retained Territory about clinical trials of a Product that are required to obtain Regulatory Approval of such Product in the Retained Territory. If any such clinical trials are required, or if CG otherwise desires to conduct any clinical trials of a Product in the Retained Territory, CG shall promptly notify Aptose and provide its proposed development plan, including protocols for all clinical trials, and Aptose shall have the right, but no obligation, to design and oversee such clinical trials in the Retained Territory, in accordance with any recommendations or requirements by the applicable Regulatory Authorities in the Retained Territory.

(b) Aptose Design of Trials. If following receipt of CG's notice under Section 5.5(a), Aptose notifies CG that it elects to design and oversee such clinical trials, Aptose shall revise the development plan provided by CG, including clinical trial design and protocols for such clinical trials, which plan will be implemented by a Third Party and/or by CG, as agreed by the Parties in writing. CG shall conduct, or shall ensure that its Affiliate and Third Party contractor conduct, all Development, including clinical trials, of Licensed Compounds and Products in accordance with the development plan prepared by Aptose and agreed upon by the Parties in writing and in accordance with all Applicable Laws.

(c) CG Design of Trials. If Aptose does not notify CG that it elects to design and oversee such clinical trials, then CG shall have the right to do so, provided that CG shall provide its development plan, including clinical trial design and protocols, to Aptose for review and comment and shall consider all comments provided by Aptose in good faith before finalizing such plan. If Aptose does not approve of CG's final development plan, then Aptose may exercise its rights under Section 5.5(b), and CG shall not conduct the applicable clinical trials under the development plan that was not approved by Aptose; provided that if Aptose does not exercise its rights under Section 5.5(b), CG may proceed with its plan.

(d) Regulatory Activities. CG, itself or through its Affiliate or licensee, shall be solely responsible for all communications with Regulatory Authorities in connection with all clinical trials in the Retained Territory, whether coordinated with the trials of Aptose or by CG, and CG will be the regulatory sponsor for such clinical trials. CG shall keep Aptose regularly updated on the progress of all clinical trials in the Retained Territory, including by timely providing all Information required under Section 3.5 (Technology Transfer and Access to Data).

(e) Supply of Products. CG shall purchase all of its and its Affiliates' and licensees' requirements for Licensed Compounds for clinical trials in the Retained Territory from Aptose or its Third Party contract manufacturer, at a price equal to Aptose's fully-burdened manufacturing cost plus a markup of fifteen percent (15%) thereof. CG shall not purchase any Licensed Compound for commercial use in the Retained Territory from a Third Party without Aptose's written approval thereof, based on a quality audit (including for quality accreditation and GMP compliance) conducted by or on behalf of Aptose, which approval shall not be unreasonably withheld.

(f) Costs. CG shall be solely responsible for all costs incurred to conduct all Development, including clinical trials, of Products in the Retained Territory, and shall reimburse all out-of-pocket expenses incurred by Aptose in connection with coordinating activities under this Section 5.5, within thirty (30) days after receipt of an invoice from Aptose for such costs. Aptose shall provide CG with detailed invoices for such costs and adequate supporting documentation for such invoices. In connection with such activities, Aptose shall maintain complete, current and accurate records of all such Development activities conducted by it, and all Information resulting from such activities, which records shall fully and properly reflect all work done and results achieved in the performance of such Development activities in good scientific manner appropriate for regulatory and patent purposes

5.6 Conduct of Development Activities; Diligence. Aptose shall conduct all Development of Licensed Compounds and Products in the Field in the Licensed Territory in accordance with the then-current Development Plan and in compliance with all Applicable Laws. Following Aptose's exercise of the Option, Aptose shall use Commercially Reasonable Efforts to Develop at least one Product in the Licensed Territory, alone or with or through one (1) or more Affiliates or Sublicensees; provided, however, if Aptose fails to conduct any meaningful development activities for the Licensed Compounds and Products over a period of six (6) continuous months, then such failure shall be deemed to be a failure to meet the diligence obligations set forth in this Section and a material breach of a material provision of this Agreement, and CG shall have the right to terminate this Agreement in accordance with Section 12.3 (Termination by Either Party for Material Breach) below. Meaningful development activities include, without limitation, (a) planning, preparing for the conduct of (including drafting protocols and negotiating with clinical research organization and clinical trial sites) and writing study reports for clinical trials and (b) conducting regulatory affairs, including planning for and attending regulatory meetings, preparing Regulatory Filings and addressing issues raised by Regulatory Authorities; provided, however, if Aptose has failed to submit to or discuss with a Regulatory Authority a Regulatory Filing that includes Aptose's proposed protocol for the then subsequent clinical trial within twelve (12) months after the last patient out of each Phase 1 Clinical Trial and Phase 2 Clinical Trial (excluding a Phase 2 Clinical Trial that is a Pivotal Clinical Trial or that is otherwise the final clinical trial before submission of an MAA for a Product) conducted by Aptose, then Aptose shall be deemed to be in material breach of its diligence obligations hereunder, and CG shall have the right to terminate this Agreement in accordance with Section 12.3 (Termination by Either Party for Material Breach) below; provided that such twelve (12)-month period will be extended automatically by the amount of any delay resulting from (i) clinical or regulatory delays that are outside of Aptose's reasonable control, including requests or requirements of a Regulatory Authority beyond what would be reasonably anticipated, or (ii) delays in manufacturing needed quantities of Licensed Compounds or Products that are outside of Aptose's reasonable control.

5.7 Regulatory Approvals. As between the Parties, Aptose shall be solely responsible for and shall bear the entire cost of preparing and submitting all Regulatory Filings for Products in the Field in the Licensed Territory. As between the Parties, all Regulatory Approvals for Products in the Licensed Territory shall be held by and in the name of Aptose, and Aptose shall own all Regulatory Filings in connection therewith; provided, however, if CG terminates this Agreement in accordance with Section 12.3 (Termination by Either Party for Material Breach) due to a material breach by Aptose, then Aptose will transfer and assign all Regulatory Approvals for Products in the Licensed Territory to CG in accordance with Section 12.4(f) (Results of Termination).

5.8 Use of Subcontractors. Aptose may perform its research and Development activities under this Agreement through one or more subcontractors, provided that Aptose will remain responsible for the work allocated to, and payment to, such subcontractors to the same extent it would if it had done such work itself.

5.9 Access to Data. Each Party acknowledges and agrees that once Aptose pays the Option Exercise Fee:

(a) By CG. At least annually during the License Period pursuant to Section 5.2(b), CG shall provide to Aptose or its designee all CG Know-How, including CG Data, generated since the last such disclosure (if any) that is necessary or useful for Aptose to exercise the licenses granted in Sections 4.1 and 4.4 above. During the License Period, CG shall furnish Aptose with electronic copies of, and if reasonably requested by Aptose, physical access to the originals of, any and all documents, electronic records, databases and other tangible materials included in the CG Know-How. As reasonably requested by Aptose, during the License Period, CG shall provide, at no additional cost to Aptose, reasonable technical support (by teleconference, by electronic means or in-person at CG's or its contractor's facilities during regular business hours and upon reasonable advance notice, as needed) to support such technology transfer. In addition, upon Aptose's request, CG will provide to Aptose a reasonable amount of an appropriate internal standard for research purposes, and Aptose will reimburse CG for its reasonable costs to provide such supply. Aptose shall have the right to incorporate CG Data in any Regulatory Filings with Regulatory Authorities for a Product in the Licensed Territory and to cross-reference Regulatory Filings Controlled by CG in the Retained Territory, in each case for the purpose of obtaining and maintaining Regulatory Approval for Products in the Field in the Licensed Territory, and otherwise exercising its rights or fulfilling its obligations under this Agreement.

(b) By Aptose. On an annual basis after the commencement of the License Period pursuant to Section 5.2(b), Aptose shall provide CG with copies of or access to all Aptose Data not previously provided to CG. CG shall have the right to use Aptose Data as necessary to seek to obtain and maintain Regulatory Approval for Products in the Retained Territory, including the right to incorporate Aptose Data in Regulatory Filings with Regulatory Authorities in the Retained Territory and to cross-reference Regulatory Filings Controlled by Aptose in the Licensed Territory, in each case for the purpose of obtaining and maintaining Regulatory Approval for Products in the Retained Territory, and otherwise to exercise its rights or fulfill its obligations under this Agreement.

5.10 Access to Sublicensee Data. In the event that Aptose enters into an agreement with a Sublicensee in accordance with Section 4.5 (Sublicenses) above, if such Sublicensee is involved in generation of Data, Aptose shall use commercially reasonable efforts to require that such Sublicensee allow Aptose to provide CG access to and the right to use all such Data generated by such Sublicensee, to the extent that such Data is reasonably necessary or useful for Development or Commercialization of Licensed Compounds and Products in the Field in the Retained Territory, including preparation and filing of MAAs for a Product with the applicable Regulatory Authorities in the Retained Territory, in accordance with this Agreement; provided that Aptose shall require each Sublicensee to allow Aptose to provide to CG access and the right to use all Data related to Licensed Compounds and Products that is (i) Safety Data or (ii) otherwise necessary to be provided to any Regulatory Authority in the Retained Territory in connection with the Development and Commercialization of Licensed Compounds and Products in the Field in the Retained Territory. CG shall ensure that each of its Affiliates and licensees allows CG to provide Aptose access to and the right to use all Data generated by such Affiliate or licensee, and Aptose shall have the right to use such Data to the extent permitted under this Agreement, including the right to incorporate all Data into any Regulatory Filings for a Product in the Licensed Territory.

5.11 Materials Transfer. In order to facilitate the Development activities contemplated by this Agreement, either Party may provide to the other Party certain biological materials or chemical compounds Controlled by the supplying Party (collectively, "***Materials***") for use by the other Party in furtherance of such Development activities. Except as otherwise provided for under this Agreement, all such Materials delivered to the other Party will remain the sole property of the supplying Party, will be used only in furtherance of the Development activities conducted in accordance with this Agreement, will not be used or delivered to or for the benefit of any Third Party, except for subcontractors, without the prior written consent of the supplying Party, and will be used in compliance with all Applicable Laws. The Materials supplied under this Agreement must be used with prudence and appropriate caution in any experimental work because not all of their characteristics may be known. Except as expressly set forth in this Agreement, THE MATERIALS ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY THAT THE USE OF THE MATERIALS WILL NOT INFRINGE OR VIOLATE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY.

5.12 Regulatory Activities.

(a) CG's Obligations. CG agrees to keep Aptose informed of the preparation, Regulatory Authority review and approval of submissions and communications with Regulatory Authorities with respect to Products in the Field in the Retained Territory. Accordingly, at each regularly scheduled Advisory Committee or Partnership Review Committee meeting, as applicable, CG shall provide Aptose with copies of all material documents, information and correspondence received from a Regulatory Authority relating to Licensed Compounds or Products in the Retained Territory.

(b) Aptose's Obligations. Aptose agrees to keep CG informed of the preparation, Regulatory Authority review and approval of submissions and communications with Regulatory Authorities with respect to Products in the Field in the Licensed Territory. Accordingly, at each regularly scheduled Partnership Review Committee meeting, Aptose shall provide CG with copies of all material documents, information and correspondence received from a Regulatory Authority relating to Licensed Compounds or Products in the Licensed Territory.

5.13 Adverse Event Reporting; Pharmacovigilance Agreement. As between the Parties: (a) Aptose shall be responsible for the timely reporting of all relevant adverse drug reactions/experiences, Product quality, Product complaints and Safety Data relating to Licensed Compounds and Products to the appropriate Regulatory Authorities in the Licensed Territory; and (b) CG shall be responsible for the timely reporting of all relevant adverse drug reactions/experiences, Product quality, Product complaints and Safety Data relating to Licensed Compounds and Products to the appropriate Regulatory Authorities in the Retained Territory, in each case in accordance with Applicable Laws of the relevant countries and Regulatory Authorities. The Parties shall cooperate with each other with respect to their respective pharmacovigilance responsibilities, and each Party shall be solely responsible for costs relating to its respective pharmacovigilance responsibilities, unless agreed otherwise by the Parties in writing. Prior to Aptose's first filing of an IND for a Product, the Parties shall enter into a pharmacovigilance agreement on terms that comply with ICH guidelines, including: (i) providing detailed procedures regarding the maintenance of core safety information and the exchange of Safety Data relating to Licensed Compounds and Products worldwide within appropriate timeframes and in an appropriate format to enable each Party to meet both expedited and periodic regulatory reporting requirements; (ii) ensuring compliance with the reporting requirements of all applicable Regulatory Authorities on a worldwide basis for the reporting of Safety Data in accordance with standards stipulated in the ICH guidelines, and all applicable regulatory and legal requirements regarding the management of Safety Data; and (iii) providing for a global safety database to be established and maintained by Aptose at its cost.

ARTICLE 6

Commercialization

6.1 Commercialization Responsibilities. Aptose will have the exclusive right to conduct, and be solely responsible for all aspects of, the Commercialization of Products in the Field in the Licensed Territory, including: (a) developing and executing a commercial launch and pre-launch plan, (b) negotiating with applicable Governmental Authorities regarding the price and reimbursement status of Products; (c) marketing and promotion; (d) booking sales and distribution and performance of related services; (e) handling all aspects of order processing, invoicing and collection, inventory and receivables; (f) providing customer support, including handling medical queries, and performing other related functions; (g) conforming its practices and procedures to Applicable Laws relating to the marketing, detailing and promotion of Products in the Licensed Territory; and (h) manufacturing of Products for commercial use. As between the Parties, Aptose shall bear all of its costs and expenses incurred in connection with such Commercialization activities.

6.2 Commercial Diligence. Aptose shall use Commercially Reasonable Efforts to Commercialize in the Field in the Licensed Territory at least one Product for which it has obtained Regulatory Approval. Material failure to meet the diligence obligations set forth in this Section shall be deemed a material breach of a material provision of this Agreement, and CG shall have the right to terminate this Agreement in accordance with Section 12.3 (Termination by Either Party for Material Breach) below.

6.3 Commercialization Reports. On an annual basis, after the First Commercial Sale of a Product anywhere in the Licensed Territory, Aptose shall provide CG with a summary of Aptose's significant Commercialization activities with respect to each Product in the Licensed Territory since the last such report.

6.4 Use of Subcontractors. Aptose may perform its Commercialization activities under this Agreement through one or more subcontractors, provided that Aptose will remain responsible for the work allocated to, and payment to, such subcontractors to the same extent it would if it had done such work itself.

ARTICLE 7

Financial Terms

7.1 Milestone Payments.

(a) Development Milestones. Aptose shall notify CG within thirty (30) days after the first achievement by Aptose or its Affiliates or Sublicensees of the following development milestone events. Thereafter, CG shall invoice Aptose for the corresponding milestone payment, and Aptose shall pay each such invoice within forty-five (45) days after receipt thereof.

Development Milestone Event	Milestone Payment (in Dollars)
Initiation of the first Phase 2 Clinical Trial of a Product	$6 million
Initiation of the first Pivotal Clinical Trial of a Product	$10 million

Each of the above milestone payments is payable one time only, regardless of the number of times the corresponding event is achieved by a Product and regardless of the number of Products to achieve such event. For clarity, the above milestone payments shall be paid only for the first Product. Under no circumstances shall Aptose be obligated to pay CG more than sixteen million Dollars ($16,000,000) pursuant to this Section 7.1(a).

(b) Regulatory Milestones. Aptose shall notify CG within thirty (30) days after the first achievement by Aptose or its Affiliates or Sublicensees of the following regulatory milestone events by each Product. Thereafter, CG shall invoice Aptose for the corresponding milestone payment, and Aptose shall pay each such invoice within forty-five (45) days after receipt thereof.

Regulatory Milestone Event	Milestone Payment (in Dollars) (per Product)
Acceptance for filing by the FDA of the first NDA for a Product	$7 million
Acceptance for filing by the EMA of the first MAA for a Product	$7 million
Acceptance for filing by the MHLW of the first MAA for a Product	$4 million
First Regulatory Approval of a Product by the FDA	$10 million
Earlier of (a) first Regulatory Approval of a Product by the EMA by the centralized procedure (including Pricing Approvals reasonably acceptable to Aptose in at least three (3) Major European Countries) or (b) first Regulatory Approval of a Product in at least three (3) Major European Countries	$10 million
First Regulatory Approval of a Product by the MHLW	$6 million

Each of the above milestone payments is payable one time per Product, regardless of the number of times the corresponding event is achieved by such Product, except that each milestone payment for a Regulatory Approval event is payable up to five times as follows for each Product: at 100% of the amount set forth above for the first Indication, at 100% of the amount set forth above for up to two (2) additional non-oncology Indications and at 50% of the amount set forth above for up to two (2) additional oncology Indications. All formulations containing the same Licensed Compound will be considered the same Product for purposes of this Section 7.1(b). For example, if Aptose develops a tablet formulation comprising CG'806 and pays the applicable regulatory milestone payments for such tablet formulation as set forth above, and later develops an injectable formulation comprising CG'806, the achievement of the regulatory milestones by the injectable formulation will not trigger another payment of the applicable regulatory milestone payment. Under no circumstances shall Aptose be obligated to pay CG more than one hundred twenty-two million Dollars ($122,000,000) per Product pursuant to this Section 7.1(b).

(c) Sales Milestones. Aptose shall notify CG within sixty (60) days after the end of the calendar year in which the aggregate annual Net Sales of each Product by Aptose and its Affiliates and Sublicensees in the Licensed Territory first reach each of the amounts specified below. Thereafter, CG shall invoice Aptose for the corresponding milestone payment, and Aptose shall pay each such invoice within forty-five (45) days after receipt thereof. For clarity, the milestone payments in this Section 7.1(c) shall be additive such that if two or more milestones below are achieved in the same calendar year, Aptose shall pay all applicable payments to CG for that calendar year.

Sales Milestone Event	Milestone Payment (in Dollars) (per Product)
The aggregate Net Sales of a Product in the Licensed Territory in a calendar year exceed seven hundred fifty million Dollars ($750,000,000)	Fifteen million Dollars ($15,000,000)
The aggregate Net Sales of a Product in the Licensed Territory in a calendar year exceed one billion Dollars ($1,000,000,000)	Twenty-five million Dollars ($25,000,000)
The aggregate Net Sales of a Product in the Licensed Territory in a calendar year exceed five billion Dollars ($5,000,000,000)	One hundred twenty-two million Dollars ($122,000,000)

Each of the above milestone payments is payable one time per Product, regardless of the number of times the corresponding event is achieved by such Product. All formulations containing the same Licensed Compound will be considered the same Product for purposes of this Section 7.1(c). For example, if Aptose develops a tablet formulation comprising CG'806 and pays the applicable sales milestone payments for such tablet formulation as set forth above, and later develops an injectable formulation comprising CG'806, the achievement of the sales milestones by the injectable formulation will not trigger another payment of the applicable sales milestone payment. Under no circumstances shall Aptose be obligated to pay CG more than one hundred sixty-two million Dollars ($162,000,000) per Product pursuant to this Section 7.1(c).

7.2 Royalties.

(a) Royalty Rates. Subject to Sections 7.2(c)-(e), Aptose shall pay to CG royalties equal to four percent (4%) of aggregate annual Net Sales of all Products in the Field in the Licensed Territory during the applicable Royalty Term.

(b) Royalty Term. Royalties shall be paid under this Section 7.2, on a country-by-country and Product-by-Product basis, on Net Sales during the period of time beginning on the First Commercial Sale of such Product in such country and continuing until the later of: (i) the expiration of the last-to-expire Valid Claim of the CG Patents in such country Covering such Product; and (ii) ten (10) years after the First Commercial Sale of such Product in such country (the "***Royalty Term***").

(c) Know-How Reduction. If, during the Royalty Term for a Product and country, there is no Valid Claim of a CG Patent in such country Covering such Product, Aptose shall pay royalties on Net Sales of such Product in such country at a rate of two percent (2%) of Net Sales of such Product in such country.

(d) Generic Entry. Subject to Aptose's obligations in Section 8.3(b) (Patent Enforcement) below, if a Generic Product to any Product is sold in a country in the Licensed Territory during any calendar quarter in the Royalty Term for such Product and country, then royalties as set forth in this Section 7.2 would be subject, on a country-by-country and product-by-product basis to reduction for generic entry as follows: if the total sales volumes of Generic Product during two consecutive quarters exceeds twenty-five percent (25%) of the combined total sales volume of Product and Generic Product, then the royalty rate shall be reduced by fifty percent (50%).

(e) Deduction for Third Party Patents or Information. Aptose shall have the right to deduct from royalties payable to CG under this Section 7.2 up to fifty percent (50%) of any amounts paid by Aptose to a Third Party in consideration for the grant of a license to Aptose under any Patents or Information of such Third Party that are necessary to practice any of the CG Intellectual Property; provided that in no event shall the deductions under this Section 7.2(e) reduce royalties due to CG in any calendar quarter to less than fifty percent (50%) of the amount that would otherwise be due to CG under this Section 7.2. Aptose may carry forward to subsequent calendar quarters any amounts it could not deduct as a result of the foregoing proviso.

7.3 Royalty Reports and Payments. Within sixty (60) days after the end of each calendar quarter during the Royalty Term, Aptose shall deliver to CG a statement, on a country-by-country and Product-by-Product basis, of the amount of gross sales and Net Sales of Products during the applicable calendar quarter, a calculation of the amount of the royalty payment due on such sales for such calendar quarter, any applicable deductions under Section 7.2(e) and a calculation of the payment due after the application of such deductions. Aptose shall include with each such report the payment of the royalties due for such calendar quarter.

7.4 Foreign Exchange. The rate of exchange to be used in computing the amount of currency equivalent in Dollars of Net Sales invoiced in other currencies shall be the rate used by Aptose in its financial reporting in accordance with International Financial Reporting Standards.

7.5 Manner and Place of Payment. All payments owed by Aptose under this Agreement shall be made in Dollars by wire transfer in immediately available funds to a bank and account designated in writing by CG.

7.6 Records; Audits. Aptose and its Affiliates and Sublicensees will maintain complete and accurate records in reasonably sufficient detail to permit CG to confirm the accuracy of the calculation of royalty payments and the achievement of sales milestone events, and any amounts invoiced under Section 5.5(e). CG and its Affiliates will maintain complete and accurate records in reasonably sufficient detail to permit Aptose to confirm the accuracy of the amounts invoiced under Section 5.4. Upon reasonable prior notice, such records shall be available during regular business hours for a period of three (3) years from the end of the calendar year to which they pertain for examination, not more often than once each calendar year, by an independent certified public accountant selected by the auditing Party and reasonably acceptable to the audited Party, for the sole purpose of verifying the accuracy of the financial reports furnished by the other Party pursuant to this Agreement. Any such auditor shall enter into a confidentiality agreement with the audited Party and shall not disclose the audited Party's Confidential Information, except to the extent such disclosure is necessary to verify the accuracy of the financial reports furnished by the audited Party or the amount of payments due by one Party to the other Party under this Agreement. Any amounts shown to be owed but unpaid shall be paid, and any amounts showed to be overpaid will be refunded, within forty-five (45) days from the accountant's report. The auditing Party shall bear the full cost of such audit unless such audit discloses an underpayment or overcharge by the audited Party of more than ten percent (10%) of the amount due, in which case the audited Party shall bear the full cost of such audit.

7.7 Taxes.

(a) Taxes on Income. Each Party shall be solely responsible for the payment of all taxes imposed on its share of income arising directly or indirectly from the efforts of the Parties under this Agreement.

(b) Tax Cooperation. The Parties agree to cooperate with one another and use reasonable efforts to reduce or eliminate tax withholding or similar obligations in respect of royalties, milestone payments, and other payments made by Aptose to CG under this Agreement. To the extent Aptose is required to deduct and withhold taxes on any payment to CG, Aptose shall pay the amounts of such taxes to the proper Governmental Authority in a timely manner and promptly transmit to CG an official tax certificate or other evidence of such withholding sufficient to enable CG to claim such payment of taxes. CG shall provide Aptose any tax forms that may be reasonably necessary in order for Aptose not to withhold tax or to withhold tax at a reduced rate under an applicable bilateral income tax treaty. Each Party shall provide the other with reasonable assistance to enable the recovery, as permitted by Applicable Laws, of withholding taxes, value added taxes, or similar obligations resulting from payments made under this Agreement, such recovery to be for the benefit of the Party bearing such withholding tax or value added tax.

ARTICLE 8

Intellectual Property

8.1 Data and Inventions.

(a) Aptose Program Technology. As between the Parties, Aptose shall own the entire right, title and interest in and to any and all Information, including Data, discovered, generated, created or made (i) by it and its Affiliates and their respective employees, agents or independent contractors in the course of performing or exercising Aptose's rights under this Agreement, or (ii) by CG and its Affiliates and their respective employees, agents or independent contractors in connection with or as a result of CG's work conducted in response to Aptose's request to conduct certain Development activities for Licensed Compounds or Products in the Field in the Licensed Territory as set forth in Section 5.4, and all intellectual property rights in any of the foregoing (collectively, the "***Aptose Program Technology***"). Aptose hereby grants to CG a co-exclusive license (with Aptose), with the right to sublicense through multiple tiers, under the Aptose Program Technology for the Term of this Agreement to research, Develop, make, have made, use, import, export, offer for sale, sell and otherwise Commercialize Licensed Compounds and Products in the Field in the Retained Territory.

(b) Joint Technology. The Parties shall own jointly any and all Information, including Data, discovered, generated, created or made jointly by two or more individual inventors with at least one individual inventor being an employee or consultant to each of the Parties and/or its respective Affiliates and/or their respective approved subcontractors in the course of performing or exercising the Parties' rights under this Agreement, together with all Patents and other intellectual property rights in any such jointly made Information, but excluding the Aptose Program Technology (collectively, the "***Joint Technology***"). Each Party may exercise its ownership rights in and to such Joint Technology, including the right to license or otherwise to exploit, transfer or encumber its ownership interest, without an accounting or obligation to, or consent required from, the other Party, but subject to the obligations under this Agreement and any licenses granted under or in accordance with this Agreement.

(c) Personnel Obligations. Each Party shall ensure that each employee, agent or independent contractor of a Party or its respective Affiliates or Sublicensees performing work under this Agreement is, prior to commencing such work, bound by invention assignment obligations, including: (i) promptly reporting any invention, discovery, process or other intellectual property; (ii) presently assigning to the applicable Party or Affiliate all of his or her right, title and interest in and to any invention, discovery, process or other intellectual property; (iii) cooperating in the preparation, filing, prosecution, maintenance and enforcement of any patent and patent application; and (iv) performing all acts and signing, executing, acknowledging and delivering any and all documents required for effecting the obligations and purposes of this Agreement. It is understood and agreed that such invention assignment agreement need not reference or be specific to this Agreement.

8.2 Patent Prosecution.

(a) Filing, Prosecution and Maintenance of CG Patents in the Licensed Territory.

(i) As between the Parties, Aptose will have the first right to file, prosecute and maintain the CG Patents in the Licensed Territory at its own expense, through patent counsel of its choice. Aptose may exercise any of its rights under this Section 8.2 through an Affiliate or Sublicensee.

(ii) Promptly after the Effective Date, CG shall (A) transfer the existing, complete patent files for all CG Patents in the Licensed Territory to Aptose and communicate to Aptose all facts and information then known to CG comprising or relating thereto, (B) furnish Aptose with copies of, and if reasonably requested by Aptose, physical access to the originals of, any and all documents, electronic records, samples and other tangible materials in CG's Control that relate directly to the CG Patents in the Licensed Territory and/or that may be useful for the exercise of Aptose's rights under this Section 8.2, and (C) file all documents necessary to transfer correspondence with the U.S. Patent and Trademark Office and other applicable patent authorities to Aptose and shall give Aptose's patent counsel power of attorney thereto. CG shall cooperate with Aptose in the transfer of all prosecution and maintenance responsibilities relating to the CG Patents in the Licensed Territory. CG shall keep Aptose reasonably informed of all inventions made after the Effective Date and patent applications filed after the Effective Date in the Retained Territory, in each case that could form the basis for a CG Patent. CG shall provide Aptose, at Aptose's request and expense, with any assistance reasonably requested by Aptose with respect to the filing, prosecution or maintenance of the CG Patents in the Licensed Territory.

(iii) CG shall (A) notify Aptose in writing with respect to all significant developments regarding the CG Patents in the Retained Territory, (B) promptly provide Aptose with a copy of each material communication from any patent authority regarding the CG Patents in the Retained Territory, and (C) provide Aptose with drafts of each material filing (including draft patent applications and responses to office actions and similar filings) with respect to the CG Patents in the Retained Territory a reasonable amount of time in advance of the anticipated filing date and shall consider Aptose's reasonable comments thereto in good faith. CG shall not undertake any patent prosecution or enforcement action in the Retained Territory that Aptose deems to be detrimental to the prosecution or enforcement of the CG Patents in the Licensed Territory.

(iv) Aptose shall (A) notify CG in writing with respect to all significant developments regarding the CG Patents in the Licensed Territory, (B) promptly provide CG with a copy of each material communication from any patent authority regarding the CG Patents in the Licensed Territory, and (C) provide CG with drafts of each material filing (including draft patent applications and responses to office actions and similar filings) with respect to the CG Patents a reasonable amount of time in advance of the anticipated filing date and shall consider CG's reasonable comments thereto in good faith.

(v) Aptose shall notify CG of any decision to cease prosecution and/or maintenance of any CG Patent in any country in the Licensed Territory. Aptose shall, to the extent practicable, provide such notice at least thirty (30) days prior to any filing or payment due date, or any other due date that requires action in order to avoid loss of rights, in connection with such CG Patent. In such event, Aptose shall permit CG, at its discretion and expense, to continue prosecution or maintenance of such CG Patent in such country, and Aptose shall take all steps required to enable CG to take over prosecution and maintenance and otherwise give full effect to the foregoing. CG's prosecution or maintenance of such CG Patent shall not change the Parties' respective rights and obligations under this Agreement with respect to such CG Patent other than those expressly set forth in this Section 8.2(a)(iv).

(b) **Filing, Prosecution and Maintenance of Patents in Aptose Program Technology**. As between the Parties, Aptose shall have the sole right to prepare, file, prosecute and maintain Patents in the Aptose Program Technology, at Aptose's sole cost and expense.

(c) **Filing, Prosecution and Maintenance of Patents in Joint Technology**. Aptose will have the first right to prepare, file, prosecute and maintain Patents in the Joint Technology ("**Joint Patents**"),at its sole cost and expense. Aptose shall (A) notify CG in writing with respect to all significant developments regarding the Joint Patents, (B) promptly provide CG with a copy of each material communication from any patent authority regarding the Joint Patents, and (C) provide CG with drafts of each material filing (including draft patent applications and responses to office actions and similar filings) with respect to the Joint Patents a reasonable amount of time in advance of the anticipated filing date and shall consider CG's reasonable comments thereto in good faith. Aptose shall notify CG of any decision to cease prosecution and/or maintenance of any Joint Patent in any country. Aptose shall, to the extent practicable, provide such notice at least thirty (30) days prior to any filing or payment due date, or any other due date that requires action in order to avoid loss of rights, in connection with such Joint Patent. In such event, Aptose shall permit CG, at its discretion and expense, to continue prosecution or maintenance of such Joint Patent in such country.

(d) **Cooperation.** Each Party shall provide the other Party all reasonable assistance and cooperation, at the other Party's request and expense, in the patent prosecution efforts provide above in this Section 8.2, including providing any necessary powers of attorney, executing any other required documents or instruments for such prosecution, and making its personnel with appropriate scientific expertise available to assist in such efforts.

8.3 Patent Enforcement.

(a) If either Party becomes aware of any infringement or threatened infringement by a Third Party of any CG Patent on account of a Third Party's manufacture, use or sale of a Licensed Compound or Product, or any declaratory judgment or equivalent action challenging any CG Patent in connection with any such infringement (a "***Product Infringement***"), it will notify the other Party in writing to that effect. Any such notice shall include evidence to support an allegation of infringement or threatened infringement, or declaratory judgment or equivalent action, by such Third Party.

(b) Aptose shall have the exclusive right, but not the obligation, to bring a suit or otherwise take action against any Product Infringement in the Licensed Territory, at its own expense and by counsel of its own choice; provided, however, if Aptose elects not to bring a suit or otherwise take action against any Product Infringement in the Licensed Territory, then unless Aptose has a good faith, commercially reasonable reason not to enforce the applicable CG patents, the reduction in royalties for entry of a Generic Product as set forth in Section 7.2(d) (Generic Entry) will not apply. CG shall cooperate with and provide reasonable assistance to Aptose in such enforcement, at Aptose's request and expense. CG further agrees to join, at Aptose's expense, any such action brought by Aptose under this Section 8.3 as a party plaintiff if required by Applicable Laws to pursue such action. Aptose shall keep CG regularly informed of the status and progress of such enforcement efforts.

(c) Any recovery obtained by Aptose in connection with or as a result of any action against a Product Infringement, whether by settlement or otherwise, shall first reimburse Aptose for any of its out-of-pocket costs and attorney fees, followed by CG for any of its out-of-pocket costs and attorney fees, then four percent (4%) of the balance be paid to CG, and any remaining balance be retained by Aptose.

(d) Aptose may exercise any of its rights under this Section 8.3 through an Affiliate or Sublicensee.

(e) As between the Parties, Aptose shall have the exclusive right, but not the obligation, to bring a suit or otherwise take action against any infringement or threatened infringement of any Patent in the Aptose Program Technology worldwide, and shall first reimburse Aptose for any of its out-of-pocket costs and attorney fees, followed by CG for any of its out-of-pocket costs and attorney fees, then four percent (4%) of the balance be paid to CG, and any remaining balance be retained by Aptose. CG shall cooperate with and provide reasonable assistance to Aptose in such enforcement, at Aptose's request and expense.

8.4 **Trademarks.** Aptose shall have the right to select the trademarks to be used in connection with the commercialization of Products in the Field in the Licensed Territory (each, a "***Product Trademark***"), and shall have all rights in and to such Product Trademarks in the Licensed Territory. Aptose will be responsible for the filing, prosecution, maintenance and defense of all registrations of the Product Trademarks, and will be responsible for the payment of any costs relating to filing, prosecution, maintenance and defense of all Product Trademarks. CG shall not select a trademark that is confusingly similar to the Product Trademarks for use in promoting any product in the Licensed Territory or Retained Territory or file or otherwise seek to establish rights in any Product Trademark in the Licensed Territory or any similar trademark in the Retained Territory.

ARTICLE 9

Confidentiality

9.1 Confidentiality. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the Parties, the Parties agree that, during the Term and for ten (10) years thereafter, the receiving Party shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as expressly provided for in this Agreement any Confidential Information of the other Party, and both Parties shall keep confidential and, subject to Sections 9.2, 9.3 and 9.5, shall not publish or otherwise disclose the terms of this Agreement. Each Party may use the other Party's Confidential Information only to the extent required to accomplish the purposes of this Agreement, including exercising its rights or performing its obligations. Each Party will use at least the same standard of care as it uses to protect proprietary or confidential information of its own (but no less than reasonable care) to ensure that its employees, agents, consultants, contractors and other representatives do not disclose or make any unauthorized use of the Confidential Information of the other Party. Each Party will promptly notify the other upon discovery of any unauthorized use or disclosure of the Confidential Information of the other Party.

9.2 Exceptions. Notwithstanding anything to the contrary in this Agreement, Confidential Information shall not include any information that the receiving Party can prove by competent written evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is known by the receiving Party at the time of receiving such information, other than by previous disclosure of the disclosing Party, or its Affiliates, employees, agents, consultants or contractors; (c) is hereafter furnished to the receiving Party without restriction by a Third Party who has no obligation of confidentiality or limitations on use with respect thereto, as a matter of right; or (d) is independently discovered or developed by the receiving Party without the use of Confidential Information belonging to the disclosing Party. Notwithstanding anything to the contrary in this Agreement, a receiving Party shall not be liable to the disclosing Party for the use of Residuals (defined below) from Confidential Information of the disclosing Party, provided that the receiving Party no longer has use of or access to any embodiment of such Confidential Information. This right to Residuals does not represent a license under any patents, trade secret rights, copyrights or other intellectual property rights of the disclosing Party. The term "**Residuals**" means any information that is retained in the unaided memories of the receiving Party's employees who have had access to the disclosing Party's Confidential Information pursuant to the terms of this Agreement and who does not and cannot identify such information as the Confidential Information of the disclosing Party.

9.3 Authorized Disclosure.

(a) Each Party may disclose Confidential Information belonging to the other Party to the extent such disclosure is reasonably necessary to:

(i) prosecute or defend litigation with respect to this Agreement; or

(ii) comply with Applicable Laws.

(b) Additionally, Aptose may use and disclose Confidential Information belonging to CG to the extent such use or disclosure:

(i) is necessary or useful for the prosecution or enforcement of CG Patents or patents or patent applications relating to Products or for Regulatory Filings for Products;

(ii) is to Aptose's officers, directors, employees, consultants or Affiliates, who agree to be bound by similar terms of confidentiality; or

(iii) is to Aptose's *bona fide* potential or actual contractors, Sublicensees, investors, investment bankers, acquirers, merger partners, or other potential or actual financial partners; provided that in connection with such disclosure, Aptose shall use all reasonable efforts to inform each disclose of the confidential nature of such Confidential Information and cause each disclose to treat such Confidential Information as confidential.

(c) Additionally, CG may use and disclose Confidential Information belonging to Aptose to the extent such use or disclosure:

(i) is necessary or useful for Regulatory Filings for Products;

(ii) is to CG's officers, directors, employees, consultants or Affiliates, who agree to be bound by similar terms of confidentiality; or

(iii) is to CG's *bona fide* potential or actual contractors, licensees, investors, investment bankers, acquirers, merger partners, or other potential or actual financial partners; provided that in connection with such disclosure, CG shall use all reasonable efforts to inform each disclose of the confidential nature of such Confidential Information and cause each disclose to treat such Confidential Information as confidential.

(d) Notwithstanding Section 9.3(a), in the event a Party is required to make a disclosure of the other Party's Confidential Information pursuant to Section 9.3(a)(ii), it will, except where impracticable, give reasonable advance notice to the other Party of such disclosure and use commercially reasonable efforts to secure confidential treatment of such information.

9.4 Publication. CG shall not publish peer reviewed manuscripts, or provide other forms of public disclosure, including abstracts and presentations, of results of studies or activities with respect to any Licensed Compound or Product in the Licensed Territory without the prior written consent of Aptose, which shall not be unreasonably withheld. CG shall have the right to publish peer reviewed manuscripts, or provide other forms of public disclosure, including abstracts and presentations, of results of studies or activities with respect to any Licensed Compound or Product in any Retained Territory; provided, that CG shall provide each such disclosure to Aptose reasonably in advance of submission or public disclosure thereof for Aptose's review and comment and shall reference Aptose in any such disclosure; and provided further that CG shall not publish any data in the CG Know-How in existence as of the Effective Date before Aptose's publication thereof, unless otherwise agreed by Aptose in advance in writing. Aptose shall have the right to publish peer reviewed manuscripts, and provide other forms of public disclosure, including abstracts and presentations, of results of studies and activities with respect to any Licensed Compound or Product, including any data and results of studies of CG'806 included in the CG Know-How; provided that (a) during the Option Period, Aptose shall provide each such disclosure to CG reasonably in advance of submission or public disclosure thereof for CG's review and comment and shall reference CG in any such disclosure, and shall not publish any CG Know-How, other than data and results of studies of CG'806, without CG's prior written consent, not to be unreasonably withheld; and (b) during the License Period, Aptose shall provide CG with a copy of each such disclosure in advance of publication or other public disclosure thereof.

9.5 Publicity; Public Disclosures. In the event that Aptose pays the Option Grant Fee, the Parties agree to issue a joint press release substantially in a form agreed by the Parties. It is understood that each Party may desire or be required to issue subsequent press releases relating to this Agreement or activities hereunder. The Parties agree to consult with each other reasonably and in good faith with respect to the text and timing of such press releases prior to the issuance thereof, to the extent practicable, provided that a Party may not unreasonably withhold, condition or delay consent to such releases, and that either Party may issue such press releases or make such disclosures as it determines, based on advice of counsel, are reasonably necessary to comply with Applicable Laws, including regulations applicable to the public sale of securities, or for appropriate market disclosure. Each Party shall provide the other Party with advance notice of legally required disclosures to the extent practicable. The Parties will consult with each other on the provisions of this Agreement to be redacted in any public filings made by a Party as otherwise required by Applicable Laws; provided that each Party shall have the right to make any such filing as it reasonably determines necessary under Applicable Laws. In addition, following the initial joint press release announcing this Agreement, either Party shall be free to disclose, without the other Party's prior written consent, the existence of this Agreement, the identity of the other Party and those terms of the Agreement which have already been publicly disclosed in accordance herewith.

9.6 Prior Confidentiality Agreement. As of the Effective Date, the terms of this Article 9 shall supersede any prior non-disclosure, secrecy or confidentiality agreement between the Parties (or their Affiliates) relating to the subject of this Agreement, including the Prior CDA and the confidentiality provisions of the MTA. Any information disclosed pursuant to any such prior agreement shall be deemed Confidential Information for purposes of this Agreement.

9.7 Equitable Relief. Given the nature of the Confidential Information and the competitive damage that a Party would suffer upon unauthorized disclosure, use or transfer of its Confidential Information to any Third Party, the Parties agree that monetary damages may not be a sufficient remedy for any breach of this Article 9. In addition to all other remedies, a Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Article 9.

ARTICLE 10

Representations And Warranties

10.1 Representations and Warranties of Aptose. Aptose hereby represents and warrants to CG that, as of the Effective Date:

(a) Corporate Existence and Power. Aptose is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated and has full power and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted and as contemplated by this Agreement.

(b) Authority and Binding Agreement. (i) Aptose has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; (ii) Aptose has taken all necessary authorized action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iii) this Agreement has been duly executed and delivered on behalf of Aptose and constitutes a legal, valid and binding obligation that is enforceable against it in accordance with its terms.

10.2 Representations and Warranties of CG. CG hereby represents and warrants to Aptose that, as of the Effective Date, and hereby covenants that:

(a) Corporate Existence and Power. CG is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated and has full power and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted and as contemplated by this Agreement.

(b) Authority and Binding Agreement. (i) CG has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; (ii) CG has taken all necessary authorized action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iii) this Agreement has been duly executed and delivered on behalf of CG and constitutes a legal, valid and binding obligation that is enforceable against it in accordance with its terms.

(c) Title; Encumbrances. CG is the sole owner of the entire right, title and interest in and to all patents, patent applications and other intellectual property rights within the CG Intellectual Property, free and clear from any mortgages, pledges, liens, security interests, conditional and installment sale agreements, encumbrances, charges or claims of any kind. CG has the full and legal right and authority to license to Aptose the CG Intellectual Property;

(d) Exhibit A. Exhibit A accurately identifies all Patents owned by or licensed to CG or any of its Affiliates as of the Effective Date that are necessary or useful for the research, development, manufacture, use or sale of any BTK inhibitor. CG Controls all such Patents.

(e) **Prior Licenses and Assignments**. CG has not prior to the Effective Date assigned or licensed, and will not during the Term assign or license, to any person or entity any Information or intellectual property (including Patents) that is or could reasonably be expected to be necessary or useful for the research, development, manufacture, use or sale of any Licensed Compound or Product in the Field in the Licensed Territory.

(f) **No Conflict.** CG has not entered, and shall not enter, into any agreement with any Third Party that is in conflict with the rights granted to Aptose under this Agreement, and has not taken and shall not take any action that would in any way prevent it from granting the rights granted to Aptose under this Agreement, or that would otherwise materially conflict with or adversely affect Aptose's rights under this Agreement. CG's performance and execution of this Agreement does not and will not result in a breach of any other contract to which it is a party. As of the Effective Date, CG is aware of no action, suit, inquiry or investigation instituted by any Third Party that threatens the validity of this Agreement.

(g) **Validity and Enforceability.** CG is not aware of the existence of any facts that could form the basis for the invalidation or unenforceability of any CG Patent.

(h) **Notice of Infringement.** CG has not received any notice or threat from any Third Party asserting or alleging, nor does CG have any knowledge of any basis for any assertion or allegation, that any research, manufacture or development of Licensed Compounds or Products by CG prior to the Effective Date infringed the intellectual property rights of such Third Party;

(i) **Notice of Misappropriation.** CG has not received any notice or threat from any Third Party asserting or alleging, and there is no basis for any assertion or allegation, that any research, manufacture or development of Licensed Compounds or Products by CG prior to the Effective Date misappropriated the intellectual property rights of such Third Party;

(j) **Third Party Intellectual Property.** To CG's knowledge, (i) the research, manufacture, Development and Commercialization of any Licensed Compound in the Field in the Licensed Territory will not infringe or misappropriate the intellectual property rights of any Third Party and (ii) there are no pending Third Party patent applications that, if issued with the published or currently pending claims, would be infringed by the manufacture, Development or Commercialization of Licensed Compounds.

(k) **Third Party Infringement**. To CG's knowledge, no Third Party is infringing or has infringed any CG Patents or has misappropriated any CG Know-How;

(l) **No Proceeding.** There are no pending, and to CG's knowledge, no threatened, adverse actions, suits or proceedings (including interferences, reissues, reexaminations, cancellations, oppositions, nullity actions, invalidation actions or post-grant reviews) against CG involving the CG Intellectual Property or Licensed Compounds;

(m) **Full Disclosure.** To CG's knowledge, all written data, results and other information disclosed at any time prior to the Effective Date by CG relating to the CG Intellectual Property or any Licensed Compound or Product are true and accurate. Additionally, CG has not failed prior to the Effective Date and will not fail during the Term to disclose to Aptose any material information known to CG that relates to the CG Intellectual Property or any Licensed Compound or Product, or that would be required to be disclosed in order to make the data, results, and other information relating to the CG Intellectual Property or any Licensed Compound or Product that have been disclosed by CG not misleading.

10.3 Additional Representations and Warranties.

(a) By Aptose. Aptose hereby represents and warrants to CG that, as of the Execution Date, Aptose has not entered into any agreement or arrangement with a Third Party that impairs Aptose's ability to assign any Data pursuant to Aptose's obligations under Sections 2.6 (Effects of Aptose's Failure to Pay Option Grant Fee), 3.9 (Effects of Aptose's Failure to Exercise Option**)** and 12.4 (Results of Termination), and any other similar provisions in this Agreement.

(b) By CG. CG hereby represents and warrants to Aptose that, as of the Execution Date, the Patents listed in Exhibit A comprise all of CG's BTK-related Patents. CG hereby further covenants with Aptose that the know-how CG is obligated to transfer under Section 3.5 (Technology Transfer and Access to Data) will comprise all of CG's know-how pertaining to BTK inhibitors.

10.4 Disclaimers. EXCEPT AS OTHERWISE SET FORTH IN SECTION 3.8(B) AND IN THIS ARTICLE 10, NEITHER PARTY MAKES, AND EACH PARTY HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTY ARISING OUT OF PRIOR COURSE OF DEALING AND USAGE OF TRADE.

ARTICLE 11

Indemnification

11.1 Indemnification by Aptose. Aptose hereby agrees to indemnify, defend and hold harmless CG, its Affiliates, and all of their respective officers, directors, employees and agents and their respective successors, heirs and assigns (collectively, the "***CG Indemnitees***") from and against all liabilities, damages, expenses and/or loss, including reasonable legal expenses and attorneys' fees (collectively, "***Losses***"), to which any CG Indemnitee may become subject as a result of any Third Party suits, claims, actions, proceedings and demands (collectively, "***Claims***") against a CG Indemnitee to the extent arising from: (a) Aptose's or its Affiliates', contractors', licensees', or Sublicensees' research, Development, manufacturing, use or Commercialization of Licensed Compounds or Products in the Field in the Licensed Territory; (b) any Aptose Indemnitee's negligence, recklessness or intentional misconduct; or (c) Aptose's breach of any obligation, representation, warranty or covenant in this Agreement, except, in each case (a)-(c), to the extent such Losses arise from the negligence, recklessness or intentional misconduct of any CG Indemnitee or the breach by CG of any obligation, representation, warranty or covenant in this Agreement.

11.2 Indemnification by CG. CG hereby agrees to indemnify, defend and hold harmless Aptose, its Affiliates, and all of their respective officers, directors, employees and agents and their respective successors, heirs and assigns (collectively, the "***Aptose Indemnitees***") from and against all Losses to which any Aptose Indemnitee may become subject as a result of any Third Party Claims against an Aptose Indemnitee to the extent arising from: (a) CG's or its Affiliates', contractors' or licensees' research, Development, manufacturing, use or Commercialization of Licensed Compounds or Products prior to the Effective Date, or in the Retained Territory; (b) any CG Indemnitee's negligence, recklessness or intentional misconduct; or (c) CG's breach of any obligation, representation, warranty or covenant in this Agreement, except, in each case (a)-(c), to the extent such Losses arise from the negligence, recklessness or intentional misconduct of any Aptose Indemnitee or the breach by Aptose of any obligation, representation, warranty or covenant in this Agreement.

11.3 Procedure. A party that intends to claim indemnification under this Article 11 (the "***Indemnitee***") shall promptly notify the indemnifying Party (the "***Indemnitor***") in writing of any Third Party Claim in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have sole control of the defense or settlement thereof. The Indemnitee may participate at its expense in the Indemnitor's defense of and settlement negotiations for any Claim with counsel of the Indemnitee's own selection. The indemnity arrangement in this Article 11 shall not apply to amounts paid in settlement of any action with respect to a Claim, if such settlement is effected without the consent of the Indemnitor, which consent shall not be withheld or delayed unreasonably. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any action with respect to a Third Party Claim shall only relieve the Indemnitor of its indemnification obligations under this Article 11 if and to the extent the Indemnitor is actually prejudiced thereby. The Indemnitee shall cooperate fully with the Indemnitor and its legal representatives in the investigation of any action with respect to a Claim covered by this indemnification.

ARTICLE 12

Term; Termination

12.1 Term. The term of this Agreement (the "***Term***") shall commence upon the Effective Date and, unless terminated earlier pursuant to this Article 12, shall remain in effect, on a Product-by-Product and country-by-country basis, until the expiration of the Royalty Term with respect to such Product in such country. Upon the expiration of this Agreement with respect to a Product and country, the licenses granted to Aptose under this Agreement with respect to such Product and country shall become fully-paid, perpetual and irrevocable.

12.2 Termination by Aptose.

(a) Aptose may terminate this Agreement in its entirety, without cause, (a) during the Evaluation Period, (b) during the Option Period or (c) during the License Period, upon thirty (30) days prior written notice to CG. Except as otherwise set forth in Section 12.2(b) below, Aptose shall have no right to terminate this Agreement without cause during the License Period.

(b) Aptose may terminate this Agreement in its entirety during the License Period, upon thirty (30) days prior written notice to CG, in the event (i) Aptose reasonably determines that it is unsafe to continue the clinical studies or commercialization of the Licensed Compound or Product, or (ii) circumstances beyond Aptose's reasonable control prevent completion of such clinical studies, and commercialization of the Licensed Compound or Product, including without limitation, failure to demonstrate clinical effectiveness by failing to meet the primary endpoint in any such clinical study as set forth in the protocol therefor.

12.3 Termination by Either Party for Material Breach.

(a) Breach. Subject to Sections 12.3(b) and (c), each Party shall have the right to terminate this Agreement upon written notice to the other Party if such other Party materially breaches its obligations under this Agreement and, after receiving written notice from the non-breaching Party identifying such material breach in reasonable detail, fails to cure such material breach within sixty (60) days from the date of such notice; provided that if such breach is not reasonably capable of cure within such sixty (60)-day period, the breaching Party may submit a reasonable cure plan prior to the end of such sixty (60)-day period, in which case the other Party shall not have the right to terminate this Agreement for so long as the breaching Party is using diligent efforts to implement such cure plan.

(b) Disputed Breach. If the alleged breaching Party disputes in good faith the existence or materiality of a breach specified in a notice provided by the other Party in accordance with Section 12.3(a), and such alleged breaching Party provides the other Party notice of such dispute within such sixty (60)-day period, then the non-breaching Party shall not have the right to terminate this Agreement under Section 12.3(a) unless and until the arbitrators, in accordance with Article 13 (Governing Law; Dispute Resolution), have determined that the alleged breaching Party has materially breached this Agreement and such Party fails to cure such breach within sixty (60) days following such arbitrators' decision. It is understood and agreed that during the pendency of such dispute, all of the terms and conditions of this Agreement shall remain in effect and the Parties shall continue to perform all of their respective obligations hereunder.

(c) Disfavored Remedy. The Parties agree that from and after Aptose's payment of the first milestone payment under Section 7.1(a), termination pursuant to this Section 12.3 is a remedy to be invoked only if the breach cannot be adequately remedied through a combination of specific performance during a period of sixty (60) days or less, or otherwise in a manner that the arbitrators under Section 13.4 determine is fair and reasonable to the non-breaching Party, and the payment of money damages.

12.4 Results of Termination. Upon any early termination (i.e., not upon expiration) of this Agreement by Aptose pursuant to Section 12.2 (Termination by Aptose) or by Aptose or CG pursuant to Section 12.3 (Termination by Either Party for Material Breach):

(a) all licenses granted to Aptose under this Agreement will terminate, including the license granted by CG to Aptose under Section 4.5 (Commercial License Grant) above;

(b) Aptose shall diligently wind down, in accordance with Applicable Laws, all Development activities it is conducting for Products in the Licensed Territory at the time of notice of such termination;

(c) Aptose shall transfer and assign to CG all Regulatory Filings and Regulatory Approvals for Products in the Licensed Territory, and all of its right, title and interest in and to the Aptose Data, Aptose Program Technology and Joint Technology that is solely related to Licensed Compounds Developed by Aptose under this Agreement, or that is solely an improvement, enhancement or modification to such Licensed Compounds;

(d) Aptose shall assign to CG all of its right, title and interest in and to any and all Product Trademarks, including all goodwill therein;

(e) Aptose shall transfer the patent files for all CG Patents in the Licensed Territory to CG; and

(f) Aptose agrees to grant, and hereby grants, to CG, effective only upon termination of this Agreement, an exclusive, royalty-free, fully-paid license, with the right to grant sublicenses through multiple tiers, under all such Aptose Program Technology and Aptose's interest in and to the Joint Technology, that is not solely related to Licensed Compounds Developed by Aptose under this Agreement, or that is not solely an improvement, enhancement or modification to such Licensed Compounds, to develop, make, have made, use, import, export, offer for sale and sell Licensed Compounds and Products in the Field in the Licensed Territory and the Retained Territory.

12.5 Sublicense Survival. Upon termination of this Agreement by CG pursuant to Section 12.3 (Termination by Either Party for Material Breach) and provided that the first Phase 2 Clinical Trial of a Product has been initiated by Aptose and the corresponding milestones has been paid in accordance with Section 7.1(a) (Development Milestones), any sublicense granted by Aptose under this Agreement shall survive and shall automatically be assigned by Aptose to CG such that such sublicense becomes a direct license between CG and such Sublicensee on the same terms and conditions as those set forth in this Agreement, to the extent applicable to the rights granted by Aptose to such Sublicensee, provided that such sublicense was granted in accordance with the terms of Section 4.5 (Sublicenses) and that such Sublicensee is in compliance with the terms of the sublicense agreement and agrees to comply with all applicable terms of this Agreement.

12.6 Accrued Obligations; Survival. Termination or expiration of this Agreement for any reason shall not release a Party from any liability or obligation that already has accrued prior to such expiration or termination, nor affect the survival of any provision hereto to the extent it is expressly stated to survive such termination. The following provisions shall survive any expiration or termination of this Agreement for a period of time specified therein, or if not specified, then they shall survive indefinitely: Sections 3.9, 3.10, 7.6, 7.7, 8.1, 10.4, 12.4, 12.5, 12.6, 12.7, 14.1, 14.7, 14.8, 14.10 and Articles 9, 11 and 13.

12.7 Return of Confidential Information. Upon expiration or termination of this Agreement, except to the extent that a Party obtains or retains the right to use the other Party's Confidential Information, each Party shall promptly return to the other Party, or delete or destroy, all relevant records and materials in such Party's possession or control containing Confidential Information of the other Party; provided that such Party may keep one copy of such materials for archival purposes only subject to continuing confidentiality obligations.

12.8 Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by one Party to the other Party are, and will otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code or comparable provision of applicable bankruptcy or insolvency laws, licenses of right to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code or comparable provision of applicable bankruptcy or insolvency laws. The Parties agree that a Party that is a licensee of such rights under this Agreement will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code or comparable provision of applicable bankruptcy or insolvency laws. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against a Party to this Agreement under the U.S. Bankruptcy Code or comparable provision of applicable bankruptcy or insolvency laws, the other Party will be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, and same, if not already in its possession, will be promptly delivered to it (a) upon any such commencement of a bankruptcy or insolvency proceeding upon its written request therefor, unless the bankrupt Party elects to continue to perform all of its obligations under this Agreement, or (b) if not delivered under (a) above, following the rejection of this Agreement by or on behalf of the bankrupt Party upon written request therefor by the other Party.

ARTICLE 13

Governing Law; Dispute Resolution

13.1 Governing Law. This Agreement shall be governed by the laws of the State of New York, U.S., without giving effect to any conflicts of laws principles that would require the application of other law.

13.2 Disputes. The Parties recognize that disputes as to certain matters may from time to time arise during the term of this Agreement that relate to either Party's rights and/or obligations hereunder. It is the objective of the Parties to establish procedures to facilitate the resolution of disputes arising under this Agreement in an expedient manner by mutual cooperation and without resort to litigation. To accomplish this objective, the Parties agree to follow the procedures set forth in this Article 13 to resolve any controversy or claim arising out of, relating to or in connection with any provision of this Agreement, if and when a dispute arises under this Agreement.

13.3 Internal Resolution. With respect to all disputes arising between the Parties under this Agreement, including, without limitation, any alleged breach under this Agreement or any issue relating to the interpretation or application of this Agreement, if the Parties are unable to resolve such dispute within thirty (30) days after such dispute is first identified by either Party in writing to the other, the Parties shall refer such dispute to the Chief Executive Officer of CG and the Chief Executive Officer of Aptose (collectively, the "***Executive Officers***") for attempted resolution by good faith negotiations, including at least one in-person meeting, within thirty (30) days after the dispute is referred to them. If the matter is not resolved within thirty (30) days following the written referral to the Executive Officers, either Party may then invoke the provisions of Section 13.4 (Arbitration) below.

13.4 Arbitration.

(a) Any dispute that is not resolved pursuant to Section 13.3 (Internal Resolution), except for a dispute, claim or controversy subject to Section 13.4(h), shall be settled by binding arbitration administered by Federal Arbitration before three (3) arbitrators pursuant to the FedArb Rules and Procedures then in effect (the "***Rules***"), except as otherwise provided herein. The arbitration shall be governed by the U.S. Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "***Federal Arbitration Act***"), to the exclusion of any inconsistent state laws. The arbitration will be conducted in San Francisco, California, and the Parties consent to the personal jurisdiction of the U.S. federal courts for any case arising out of or otherwise related to the arbitration, its conduct and its enforcement. The language to be used in the arbitral proceedings will be English. Any situation not expressly covered by this Agreement shall be decided in accordance with the Rules, as supplemented by discovery pursuant to the U.S. Federal Rules of Civil Procedures.

(b) The arbitrators shall issue a reasoned opinion following a full comprehensive hearing, no later than twelve (12) months following the selection of the arbitrators.

(c) Any award shall be promptly paid in Dollars free of any tax, deduction or offset; and any costs, fees or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the Party resisting enforcement. If as to any issue the arbitrators should determine under Applicable Laws that the position taken by a Party is frivolous or otherwise irresponsible or that any wrongdoing it finds is in callous disregard of law and equity or the rights of the other Party, the arbitrators shall also be entitled to award an appropriate allocation of the adversary's reasonable attorney fees, costs and expenses to be paid by the offending Party, the precise sums to be determined after a bill of attorney fees, expenses and costs consistent with such award has been presented following the award on the merits. Each Party agrees to abide by the award rendered in any arbitration conducted pursuant to this Article 13, and agrees that, subject to the Federal Arbitration Act, judgment may be entered upon the final award in the Federal District Court in the Northern District of California and that other courts may award full faith and credit to such judgment in order to enforce such award. The award shall include interest from the date of any damages incurred for breach of this Agreement, and from the date of the award until paid in full, at a rate fixed by the arbitrators.

(d) Except as set forth in Section 13.4(c), each Party shall bear its own legal fees. The arbitrators shall assess their costs, fees and expenses against the Party losing the arbitration unless they believe that neither Party is the clear loser, in which case the arbitrators shall divide their fees, costs and expenses according to their discretion.

(e) Provided a Party has made a sufficient showing under the rules and standards set forth in the U.S. Federal Rules of Civil Procedure and applicable case law, the arbitrators shall have the freedom to invoke, and the Parties agree to abide by, injunctive measures after either Party submits in writing for arbitration claims requiring immediate relief. Additionally, nothing in this Article 13 will preclude either Party from seeking equitable relief or interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief, concerning a dispute either prior to or during any arbitration if necessary to protect the interests of such Party or to preserve the status quo pending the arbitration proceeding.

(f) The arbitration proceeding will be confidential and the arbitrators shall issue appropriate protective orders to safeguard each Party's Confidential Information. Except as required by Applicable Laws, no Party shall make (or instruct the arbitrators to make) any public announcement with respect to the proceedings or decision of the arbitrators without prior written consent of the other Party. The existence of any dispute submitted to arbitration, and the award, shall be kept in confidence by the Parties and the arbitrators, except as required in connection with the enforcement of such award or as otherwise required by Applicable Laws.

(g) Any duty to arbitrate under this Agreement shall remain in effect and be enforceable after termination of this Agreement for any reason.

(h) Any dispute, controversy or claim relating to the validity, enforceability or inventorship of any patents or trademarks shall be submitted to a court of competent jurisdiction in the country in which such patent or trademark rights were granted or arose.

ARTICLE 14

General Provisions

14.1 **Notices.** All notices required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by internationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows.
All notices to Aptose shall be addressed as follows:

Aptose Biosciences, Inc.
3 Lagoon Dr., Suite #120
Redwood City, CA 94065
Attn: Avanish Vellanki

With copies to (which shall not constitute notice):

Aptose Biosciences, Inc.
5955 Airport Road, Suite #228
Mississauga, ON L4V 1R9
Canada
Attn: Dr. William G. Rice

Cooley LLP
3175 Hanover Street
Palo Alto, California 94304
USA
Attn: Robert L. Jones

All notices to CG shall be addressed as follows:

CrystalGenomics, Inc.
5th F. Bldg. A, Korea Bio Park
700 Daewangpangyo-ro, Bundang-gu, Seongnam-si
Gyeonggi-do, 463-400 Korea
Attn: Steven Kim

With a copy to (which shall not constitute notice):

Morrison & Foerster LLP
425 Market Street, 32nd Floor
San Francisco, CA 94105
Attn: Key Shin

or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such notice shall be deemed to have been given: (a) when delivered if personally delivered on a Business Day; (b) on the Business Day after dispatch if sent by internationally-recognized overnight courier; and (c) on the third Business Day following the date of mailing if sent by mail.

14.2 Force Majeure. No Party shall be liable for any delay or failure of performance to the extent such delay or failure is caused by circumstances beyond its reasonable control and that by the exercise of due diligence it is unable to prevent, provided that the Party claiming excuse uses its commercially reasonable efforts to overcome the same.

14.3 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter contained herein and merges all prior discussions and agreements between them (including the Prior CDA), and no Party shall be bound by any representation other than as expressly stated in this Agreement; provided that the surviving provisions of the MTA (other than the confidentiality provisions thereof) shall remain in effect in accordance with the terms of the MTA. This Agreement may be amended only by a written instrument signed by authorized representatives of each of the Parties.

14.4 Non-Waiver. The failure of a Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

14.5 Disclaimer of Agency. This Agreement shall not constitute any Party the legal representative of agent of another, nor shall any Party have the right or authority to assume, create, or incur any Third Party liability or obligation of any kind, express or implied, against or in the name of or on behalf of another except as expressly set forth in this Agreement.

14.6 Severance. If any Article or part thereof of this Agreement is declared invalid by any court of competent jurisdiction, then such declaration shall not affect the remainder of the Article or other Articles. To the extent possible the Parties shall revise such invalidated Article or part thereof in a manner that will render such provision valid without impairing the Parties' original interest.

14.7 Assignment. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that a Party may make such an assignment or transfer without the other Party's consent to its Affiliates or to the successor to all or substantially all of the business of such Party to which this Agreement relates (whether by merger, acquisition, consolidation, sale of assets or otherwise). Any permitted assignment shall be binding on the successors, heirs and assigns of the assigning Party. Any assignment or attempted assignment by a Party in violation of the terms of this Section 14.7 shall be null and void.

14.8 Limitation of Liability. EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNITY OBLIGATIONS AS SET FORTH IN ARTICLE 11 (INDEMNIFICATION) AND TO BREACHES OF ARTICLE 9 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.9 Performance by Affiliates. Aptose may discharge any obligations and exercise any right hereunder through any of its Affiliates. Aptose hereby guarantees the performance by its Affiliates of its obligations under this Agreement, and shall cause its Affiliates to comply with the provisions of this Agreement in connection with such performance. Any breach by Aptose's Affiliate of any of its obligations under this Agreement shall be deemed a breach by Aptose, and CG may proceed directly against Aptose without any obligation to first proceed against Aptose's Affiliate.

14.10 No Strict Construction; Headings. This Agreement has been prepared jointly by the Parties and shall not be strictly construed against either Party. Ambiguities, if any, in this Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision. The headings of each Article and Section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Article or Section. Except where the context otherwise requires, the use of any gender shall be applicable to all genders, and the word "or" is used in the inclusive sense (and/or). The term "including" as used herein means including, without limiting the generality of any description preceding such term. All references in this Agreement to the singular shall include the plural where applicable. All references to days in this Agreement mean calendar days, unless otherwise specified.

14.11 Further Assurances. At any time or from time to time on and after the Effective Date, either Party shall at the request of the other party (a) deliver to the requesting party such records, data or other documents consistent with the provisions of this Agreement, (b) execute, and deliver or cause to be delivered, all such consents, documents or further instruments of assignment, transfer or license, and (c) take or cause to be taken all such actions, as the requesting Party may reasonably deem necessary or desirable in order for the requesting Party to obtain the full benefits of this Agreement and the transactions contemplated hereby.

14.12 English Language. All notices required or permitted to be given hereunder, and all written, electronic, oral or other communications between the Parties regarding this Agreement shall be in the English language. This Agreement was prepared in the English language, which language shall govern the interpretation of, and any dispute regarding, the terms of this Agreement

14.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute together the same document.

Signature Page to Follow

In Witness Whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the Execution Date.

Aptose Biosciences Inc.	**CrystalGenomics, Inc.**
/s/ Avanish Vellanki	/s/ Joong Myung Cho
Name: Avanish Vellanki	Name: Joong Myung Cho
Title: SVP, Chief Business Officer	Title: CEO
Date: March 24, 2016	Date: 3/25/16

Exhibit A

CG Patents

Country	Application No.	Title	Status
USA	US 61/746,980 (Provisional Application for PCT/KR2013/012204)	2,3-DIHYDRO-ISOINDOL-1-ONE DERIVATIVES AND METHODS OF USE THEREOF AS BTK INHIBITOR	Applied Dec. 28, 2012
PCT	PCT/KR2013/012204	2,3-DIHYDRO-ISOINDOL-1-ONE DERIVATIVES AND METHODS OF USE THEREOF AS BTK INHIBITOR	Applied Dec. 26, 2013
Korea	KR 10-2015-7018342	(2,3-DIHYDRO-ISOINDOL-1-ONE DERIVATIVE AS BTK KINASE SUPPRESSANT, AND PHARMACEUTICAL COMPOSITION INCLUDING THE SAME)	Applied Jul. 08, 2015
Europe	EP 13 867 650.7	2,3-DIHYDRO-ISOINDOL-1-ONE DERIVATIVE AS BTK KINASE SUPPRESSANT, AND PHARMACEUTICAL COMPOSITION INCLUDING THE SAME	Applied Jul. 23, 2015
USA	US 14655954	2,3-DIHYDRO-ISOINDOL-1-ONE DERIVATIVE AS BTK KINASE SUPPRESSANT, AND PHARMACEUTICAL COMPOSITION INCLUDING THE SAME	Applied Jun. 26, 2015
Australia	AU 2013371146	2,3-DIHYDRO-ISOINDOL-1-ONE DERIVATIVE AS BTK KINASE SUPPRESSANT, AND PHARMACEUTICAL COMPOSITION INCLUDING THE SAME	Applied Jun. 29, 2015
Brazil	BR 11 2015 015477 8	DERIVADOS DE 2,3-DI-HIDRO-ISOINDOL-1-ONA E MÉTODOS DE USO DOS MESMOS COMO INIBIDORES DE BTK	Applied Jun 25, 2015
Russia	RU 2015124381	2,3-DIHYDRO-ISOINDOL-1-ONE DERIVATIVES AND METHODS OF USE THEREOF AS BTK INHIBITOR	Applied Jun. 23, 2015

Canada	CA 2 896 711	2,3-DIHYDRO-ISOINDOL-1-ONE DERIVATIVES AND METHODS OF USE THEREOF AS BTK INHIBITOR	Applied Jun. 27, 2015
China	201380068623.6 (Publication No. CN 104995184)	BTK kinase inhibitors as 2, 3-dihydro-indole-1-one of the conductor and the trap containing such pharmaceutical compositions	Applied Jun. 26, 2015
Japan	2015-550315	2,3-DIHYDRO-ISOINDOL-1-ONE DERIVATIVES AND METHODS OF USE THEREOF AS BTK INHIBITOR	Applied Jun. 29, 2015
Mexico	15/08396	DERIVATIVES OF 2,3-DIHYDRO-ISOINDOLE-1-ONE AS INHIBITORS OF BTK KINASE AND PHARMACEUTICAL COMPOSITIONS INCLUDE	Applied Jun. 26, 2015
India	6610/DELNP/2015	2,3-DIHYDRO-ISOINDOL-1-ONE DERIVATIVES AND METHODS OF USE THEREOF AS BTK INHIBITOR	Applied Jul. 28, 2015

Exhibit B

Assay Protocols for Competing Product

Protocol to assess in vitro enzymatic potency against a standard panel of kinases as typically used by a commercial testing laboratory that routinely performs such tests as part of its commercial services offering. Additionally, assay results are to be rejected and re-performed if the measured IC50 values are lower than 50% of the enzyme concentration used.

If there is a dispute between the Parties as to whether a product satisfies the definition of Competing Product (as set forth in Section 1.19 above), such product will be submitted to an independent Third Party testing laboratory selected from the list of approved laboratories set forth below or as mutually agreed upon by the Parties at such time, and have such testing laboratory perform the test per the protocol guidelines set forth in this Exhibit B. The Parties will share equally the cost of such testing.

List of approved Third Party testing laboratories to assess in vitro enzymatic potency:

[*]

EXPLANATORY NOTE: [*] INDICATES THE PORTIONS OF THIS EXHIBIT THAT HAVE BEEN OMITTED BECAUSE THEY ARE BOTH (I) NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IN PUBLICLY DISCLOSED.

Exhibit 10.15

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "**Agreement**") is made as of March 6, 2018 (the "**Effective Date**"), by and between **Aptose Biosciences Inc.**, a Canadian corporation ("**Aptose**"), having a place of business at 12770 High Bluff Drive, Suite 120, San Diego, California 92130, U.S., and **Ohm Oncology Inc.**, a Delaware corporation ("**Ohm**"), having its principal place of business at 4010 Moorpark Ave, Suite 226, San Jose, California 95117, U.S. Laxai Avanti Life Science Pvt. Ltd. ("**LALS**"), an Affiliate of Ohm, having its principal place of business at 2405 Robert Browning Street, Austin, TX, 78723, U.S., is a party to this Agreement solely for purposes of Sections 10.6 and 12.8. Ohm and Aptose are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Aptose and LALS are parties to that certain Master Services Agreement, dated October 7, 2015 (the "**MSA**"), including a Project Plan (as defined in the MSA) thereunder entitled "Discovery and preclinical development of a dual targeting BRD4 BD1 and another rational kinase target through IND-enabling studies," pursuant to which Aptose and LALS conducted a development program funded by Aptose to discover and preclinically develop dual bromodomain and extraterminal domain (BET) protein and kinase inhibitor compounds (the "**Development Program**");

WHEREAS, the Development Program was terminated by Aptose at the stage of lead selection because the compounds, including APL-581, did not satisfy the lead candidate criteria pre-established by Aptose;

WHEREAS, Ohm desires to obtain an exclusive, worldwide license under Aptose's intellectual property rights related to such inhibitor compounds, to develop, manufacture and commercialize such compounds, and Aptose is willing to grant such license, all under the terms and conditions set forth herein; and

WHEREAS, Aptose and Ohm are parties to a term sheet dated September 5, 2017 (the "**Term Sheet**"), pursuant to which Ohm paid $10,000 to Aptose in consideration for an exclusive sixty (60)-day negotiation period in which the Parties negotiated this Agreement, which payment is creditable against the upfront payment from Ohm under this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Ohm and Aptose hereby agree as follows:

ARTICLE 1

DEFINITIONS

The terms in this Agreement with initial letters capitalized shall have the meanings set forth below, or the meanings as designated in the indicated places throughout this Agreement.

1.1 "**Advisory Committee**" is defined in Section 3.1.

1.2 "**Affiliate**" means, with respect to a Party, any Person that controls, is controlled by, or is under common control with that Party. For the purpose of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such Person, whether by ownership of more than fifty percent (50%) of the voting stock of such Person, by contract or otherwise.

1.3 "**Anti-Corruption Laws"** means laws and regulations regarding corruption, bribery, kickbacks, ethical business conduct, fraud and money laundering.

1.4 "**Aptose Indemnitees**" is defined in Section 10.2.

1.5 "**Aptose IP**" means the Aptose Know-How and Aptose Patents.

1.6 "**Aptose Know-How**" means all Know-How Controlled by Aptose or its Affiliates as of the Effective Date that is related to any Licensed Compound.

1.7 "**Aptose Patents**" means all Patent Rights Controlled by Aptose or its Affiliates as of the Effective Date that cover or claim the composition, manufacture or use of any Licensed Compound. The Aptose Patents are listed on Exhibit A.

1.8 "**BTK**" means Bruton's tyrosine kinase, including wild type and all mutant forms.

1.9 "**Claims**" means all Third Party demands, claims, actions, proceedings and liabilities (whether criminal or civil, in contract, tort or otherwise).

1.10 "**Combination Product**" means a Product that contains a Licensed Compound and at least one other active ingredient that is not a Licensed Compound (such other active ingredient(s), the "**Other Active(s)**"), formulated together (i.e., a fixed dose combination).

1.11 "**Commercialize**" or "**Commercialization**" means all activities directed to marketing, promoting, distributing, detailing or selling a Product (as well as manufacturing, importing and exporting activities in connection therewith).

1.12 "**Commercialization Plan**" is defined in Section 5.3.

1.13 "**Confidential Information**" of a Party means all Know-How, unpublished patent applications and other information and data of a financial, commercial, business, operational or technical nature of such Party that is: (a) disclosed by or on behalf of such Party or any of its Affiliates or otherwise made available to the other Party or any of its Affiliates, whether made available orally, in writing or in electronic form; or (b) learned by the other Party pursuant to this Agreement. The existence and terms of this Agreement are the Confidential Information of both Parties. In addition, all Confidential Information (as defined in the MSA or Consulting Agreement, as applicable) of a Party or its Affiliate under the MSA or under that certain Consulting Agreement between the Parties or their respective Affiliates, dated July 23, 2015, will be deemed such Party's Confidential Information under this Agreement.

1.14 "**Control**" or "**Controlled**" means, with respect to any Know-How, Patent Rights or other intellectual property rights, that a Party has the legal authority or right (whether by ownership, license or otherwise) to grant a license, sublicense, access or other right (as applicable) under such Know-How, Patent Rights or other intellectual property rights to the other Party on the terms and conditions set forth herein, in each case without breaching the terms of any agreement with a Third Party.

1.15 "**Develop**" or "**Development**" means all research and development activities for any Licensed Compound or Product, including all preclinical and clinical studies of Licensed Compounds or Products, manufacturing development, process development, toxicology studies, distribution of Licensed Compound or Product for use in clinical trials, statistical analyses, and the preparation, filing and prosecution of any Marketing Approval Application for any Product, as well as all regulatory affairs related to any of the foregoing.

1.16 "**Development Plan**" is defined in Section 4.3.

1.17 "**Diligent Efforts**" means: **(a)** where applied to carrying out specific tasks and obligations of a Party under this Agreement, expending commercially reasonable, diligent, sustained, good faith efforts and resources to accomplish such task or obligation as a similarly situated company (on its own or acting through any of its Affiliates, sublicensees or subcontractors) would normally use to accomplish a similar task or obligation under similar circumstances; and (b) where applied to Development or Commercialization of a Product, the use of commercially reasonable, diligent, sustained, good faith efforts and resources, in an active and ongoing program, as normally used by a similarly situated company for a product discovered or identified internally by such company, which product is at a similar stage in its development or product life and is of similar market potential.

1.18 "**Disclosing Party**" is defined in Section 8.1(a).

1.19 "**Dollar**" means U.S. dollars, and "$" shall be interpreted accordingly.

1.20 "**EMA**" means the European Medicines Agency or any successor entity thereto.

1.21 "**Executive Officers**" is defined in Section 3.4.

1.22 "**Export Control Laws**" means all applicable U.S. laws and regulations relating to (a) sanctions and embargoes imposed by the Office of Foreign Assets Control of the U.S. Department of Treasury or (b) the export or re-export of commodities, technologies, or services, including the Export Administration Act of 1979, 24 U.S.C. §§ 2401-2420, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1706, the Trading with the Enemy Act, 50 U.S.C. §§ 1 et. seq., the Arms Export Control Act, 22 U.S.C. §§ 2778 and 2779, and the International Boycott Provisions of Section 999 of the U.S. Internal Revenue Code of 1986 (as amended).

1.23 "**FCPA**" means the U.S. Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.), as amended.

1.24 "**FDA**" means the United States Food and Drug Administration or any successor entity thereto.

1.25 "**Field**" means all fields of use.

1.26 "**First Commercial Sale**" means, with respect to a Product in a country or jurisdiction in the Territory, the first sale of such Product to a Third Party for distribution, use or consumption in such country or jurisdiction after Regulatory Approval has been obtained for such Product in such country or jurisdiction.

1.27 "**FLT3**" means FMS-like tyrosine kinase 3, including wild type and all mutant forms.

1.28 "**Generic Product**" means, with respect to a particular Product and regulatory jurisdiction, any pharmaceutical product that (a) is lawfully sold in such jurisdiction by a Third Party that is not a sublicensee of Ohm, and is not acting on behalf of, and did not purchase such product in a chain of distribution that included, Ohm or any of its Affiliates or sublicensees, (b) contains the same active ingredient(s) as such Product, in the same formulation and dosage form as such Product and for the same route of administration as such Product, (c) may legally be substituted in filling a prescription for such Product in such jurisdiction, and (d) is approved under Section 505(j) of the U.S. Federal Food, Drug, and Cosmetic Act (or a successor law) or similar law in the applicable jurisdiction for an indication for which such Product obtained Regulatory Approval, in each case where such approval is in reliance on the prior approval of such Product for the applicable indication granted to Ohm or its Affiliate or sublicensee by the applicable Regulatory Authority, in each case without any requirement to conduct clinical trial(s) to establish the efficacy of such product.

1.29 "**Good Laboratory Practices**" or "**GLP**" means the then-current standards, practices and procedures promulgated or endorsed by the FDA as set forth in 21 C.F.R. Part 58 (or any successor statute or regulation), including related regulatory requirements imposed by the FDA, and comparable regulatory standards, practices and procedures promulgated by any other Regulatory Authority applicable to the Territory, as they may be updated from time to time, including applicable guidelines promulgated under the International Conference on Harmonisation.

1.30 "**Governmental Authority**" means any federal, state, national, provincial or local government, or political subdivision thereof, or any multinational organization or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof, or any governmental arbitrator or arbitral body).

1.31 "**IFRS**" means International Financial Reporting Standards.

1.32 "**IND**" means any investigational new drug application, clinical trial application, clinical trial exemption or similar or equivalent application or submission for approval to conduct human clinical investigation filed with or submitted to a Regulatory Authority in conformance with the requirements of such Regulatory Authority.

1.33 "**Indemnified Party**" is defined in Section 10.3.

1.34 "**Indemnifying Party**" is defined in Section 10.3.

1.35 "**Initiation**" means, with respect to a clinical trial of a Product, the first dosing of the first subject in such clinical trial.

1.36 "**Invention**" means any process, method, composition of matter, article of manufacture, discovery or finding, patentable or otherwise, that is invented as a result of a Party exercising its rights or carrying out its obligations as contemplated by this Agreement, whether directly or via its Affiliates, agents or independent contractors, including all rights, title and interest in and to the intellectual property rights therein.

1.37 "**Joint Inventions**" is defined in Section 7.1.

1.38 "**Joint Patents**" is defined in Section 7.1.

1.39 "**Know-How**" means any information, including discoveries, improvements, modifications, processes, methods, protocols, formulas, data, inventions, know-how and trade secrets, patentable or otherwise, but excluding any Patent Rights.

1.40 "**Law**" means any federal, state, local, foreign or multinational law, statute, standard, ordinance, code, rule, regulation, resolution or promulgation, or any order by any Governmental Authority, or any license, franchise, permit or similar right granted under any of the foregoing, or any similar provision having the force or effect of law.

1.41 "**Lead Candidate**" means any Licensed Compound that satisfies the Lead Candidate Criteria, as defined by the Advisory Committee, and/or is designated as a Lead Candidate by the Advisory Committee pursuant to Section 4.2, and/or for which Ohm commences IND-enabling toxicology studies in compliance with GLP.

1.42 "**Lead Candidate Criteria**" means the criteria established by the Advisory Committee pursuant to Section 4.2(a).

1.43 "**Licensed Compound**" means (a) any compound whose composition of matter, manufacture or use is claimed by the Aptose Patents listed in Exhibit A, (b) any compound that was synthesized under the Development Program, including the compound referred to as APL-581, (c) any compound that is a derivative of a compound synthesized under the Development Program, and (d) any salt, hydrate, solvate, ester, free acid or base, polymorph, isomer, enantiomer, derivative, prodrug or metabolite of any of the foregoing compounds. For clarity, a Licensed Compound may have a mode of action(s) that does not include inhibition of the bromodomain family or kinase family of proteins.

1.44 "**Losses**" means all losses, damages, reasonable legal costs and other reasonable expenses of any nature.

1.45 "**MAA**" or "**Marketing Authorization Application**" means an application to the appropriate Regulatory Authority for approval to commercially sell a Product (but excluding Pricing Approval) in the Field in a particular jurisdiction, and all amendments and supplements thereto, including an NDA in the U.S.

1.46 "**Manufacture**" or "**Manufacturing**" means activities directed to manufacturing, processing, filling, finishing, packaging, labeling, quality control, quality assurance testing and release, post-marketing validation testing, inventory control and management, storing and transporting any Licensed Compound or Product.

1.47 **"NDA"** means a New Drug Application, as defined in the Federal Food, Drug, and Cosmetic Act and applicable regulations promulgated thereunder by the FDA, and all amendments and supplements thereto.

1.48 "**Net Sales"** means, with respect to any Product, (a) the gross amounts invoiced by Ohm and its Affiliates and sublicensees for sales of such Product, less (b) eight percent (8%) of such gross amounts invoiced, which represents shipping and freight charges, taxes, returns, chargebacks and other customary deductions.

Sales between Ohm and its Affiliates and sublicensees shall be disregarded for purposes of calculating Net Sales except if such purchaser is an end user.

With respect to any sale of any Product in a given country for less than fair market value or for any substantive consideration other than monetary consideration on arm's length terms (which has the effect of reducing the invoiced amount below what it would have been in the absence of such non-monetary consideration), for purposes of calculating the Net Sales under this Agreement, such Product shall be deemed to be sold exclusively for cash at the average price charged to Third Parties for cash sales in such country during the applicable reporting period (or if there were only de minimis cash sales in such country, at the fair market value as determined in good faith based on pricing in comparable markets). Notwithstanding the foregoing, Net Sales shall not include amounts (whether actually existing or deemed to exist for purposes of calculation) for Products distributed at no charge for use in clinical trials or as complimentary samples.

Net Sales shall be calculated on an accrual basis, in a manner consistent with the selling party's accounting policies for external reporting purposes, as consistently applied, in accordance with IFRS. To the extent any accrued amounts used in the calculation of Net Sales are estimates, such estimates shall be trued-up in accordance with Ohm's accounting policies for external reporting purposes, as consistently applied, and Net Sales and related payments under this Agreement shall be reconciled as appropriate.

Ohm and its Affiliates and sublicensees shall not sell any Product in combination with or as part of a bundle with other products, or offer packaged arrangements to customers that include a Product, in such a manner as to disproportionately discount the selling price of such Product as compared with the weighted-average discount applied to the other products, as a percent of the respective list prices (or if not available, a good faith estimate thereof) of such products and such Product prior to applying the discount.

Net Sales for a Combination Product in a country shall be calculated as follows:

(i) If the Licensed Compound in such Combination Product and the Other Active(s) each are sold separately in such country in the applicable calendar year, Net Sales will be calculated by multiplying the total Net Sales (as defined above) of the Combination Product by the fraction A/(A+B), where A is the public or list price in such country of the Licensed Compound sold separately in the same formulation and dosage, and B is the (sum of the) public or list price(s) in such country of the Other Active(s) sold separately in the same formulation and dosage, during the applicable calendar year.

(ii) If such Licensed Compound is sold independently of the Other Active(s) in such country in such calendar year, but the public or list price in such country of the Other Active(s) cannot be determined, Net Sales will be calculated by multiplying the total Net Sales (as defined above) of such Combination Product by the fraction A/C, where A is the public or list price in such country of such Licensed Product sold independently and C is the public or list price in such country of the Combination Product during the applicable calendar year.

(iii) If the public or list price in such country of such Licensed Compound cannot be determined, then the Parties shall discuss in good faith and determine the amount to be included in Net Sales, based on a reasonable allocation of the relative values of the Other Active(s) and such Licensed Compound.

Notwithstanding the foregoing, in no event will the Net Sales for any Combination Product and any country be reduced on account of the foregoing clauses (i), (ii) and (iii) to less than sixty-six percent (66%) of the total Net Sales defined above prior into account clauses (i), (ii) and (iii).

1.49 "**Ohm Indemnitees**" is defined in Section 10.1.

1.50 "**Ohm IP**" means all Patent Rights and Know-How that are (a) Controlled by Ohm or its Affiliates as of the Effective Date or thereafter during the Term and (b) reasonably necessary or useful for the Development, Manufacture or Commercialization of any Licensed Compound or Product.

1.51 "**Ohm Know-How**" means the Know-How included in the Ohm IP, including Ohm's interest in Joint Inventions.

1.52 "**Ohm Patents**" means the Patent Rights included in the Ohm IP, including Ohm's interest in Joint Patents.

1.53 "**Ohm Sole Patent**" is defined in Section 7.3(b)(i).

1.54 "**Patent Rights**" means all patents and patent applications (which for the purpose of this Agreement shall be deemed to include certificates of invention and applications for certificates of invention), including all divisionals, continuations, substitutions, continuations-in-part, re-examinations, reissues, additions, renewals, revalidations, extensions, registrations, pediatric exclusivity periods and supplemental protection certificates and the like of any such patents and patent applications, and any and all foreign equivalents of the foregoing.

1.55 "**Person**" means any individual, partnership, limited liability company, firm, corporation, association, trust, unincorporated organization or other entity.

1.56 "**Phase 1 Clinical Trial**" means a human clinical trial of a Product that would satisfy the requirements of 21 CFR 312.21(a) or foreign equivalent, regardless of whether such trial is referred to as a "phase 1 clinical trial" in the Development Plan.

1.57 "**Phase 2 Clinical Trial**" means a human clinical trial of a Product that would satisfy the requirements of 21 CFR 312.21(b) or foreign equivalent, regardless of whether such trial is referred to as a "phase 2 clinical trial" in the Development Plan.

1.58 "**Phase 3 Clinical Trial**" means a human clinical trial of a Product that would satisfy the requirements of 21 CFR 312.21(c) or foreign equivalent, regardless of whether such trial is referred to as a "phase 3 clinical trial" in the Development Plan.

1.59 "**Pricing Approval**" means such governmental approval, agreement, determination or decision establishing prices for a Product that can be charged or reimbursed in regulatory jurisdictions where the applicable Governmental Authorities approve or determine the price or reimbursement of pharmaceutical products and where such approval or determination is necessary for the commercial sale of such Product in such jurisdictions.

1.60 "**Product**" means any pharmaceutical product that contains a Licensed Compound, alone or in combination with one or more other active ingredients, in any formulation or dosage form and for any mode of administration. Two Products will be considered different if they contain different Licensed Compounds.

1.61 "**Product Infringement**" is defined in Section 7.4(a).

1.62 "**Product Marks**" is defined in Section 7.5.

1.63 "**Public Official or Entity**" means (a) any officer, employee (including physicians, hospital administrators, or other healthcare professionals), agent, representative, department, agency, de facto official, representative, corporate entity, instrumentality or subdivision of any government, military or international organization, including any ministry or department of health or any state-owned or affiliated company or hospital, or (b) any candidate for political office, any political party or any official of a political party.

1.64 "**Receiving Party**" is defined in Section 8.1(a).

1.65 **"Regulatory Approval"** means all approvals, including Pricing Approvals, that are necessary for the commercial sale of a Product in a given country or regulatory jurisdiction.

1.66 "**Regulatory Authority**" means any applicable Governmental Authority responsible for granting Regulatory Approvals for Products, including the FDA, the EMA and any corresponding national or regional regulatory authorities.

1.67 "**Regulatory Exclusivity**" means any exclusive marketing rights or data exclusivity rights conferred by any Regulatory Authority with respect to a pharmaceutical product other than Patent Rights, including orphan drug exclusivity, new chemical entity exclusivity, data exclusivity, pediatric exclusivity, rights conferred in the United States under the Hatch-Waxman Act or the FDA Modernization Act of 1997, or rights similar thereto outside the United States.

1.68 "**Regulatory Materials**" means any regulatory application, submission, notification, communication (including meeting minutes), correspondence, registration, briefing documents and other filings made to, received from or otherwise conducted with a Regulatory Authority in order to Develop, Manufacture or Commercialize a Licensed Compound or Product in a particular country or jurisdiction. "Regulatory Materials" includes any IND or Regulatory Approval.

1.69 "**Remainder**" is defined in Section 7.4(e).

1.70 "**ROFN Product**" means any Licensed Compound or Product that does not act mechanistically through the inhibition of BTK and/or FLT3.

1.71 "**ROFR Product**" means any Licensed Compound or Product that acts mechanistically through the inhibition of BTK and/or FLT3.

1.72 "**Royalty Term**" means, with respect to a particular Product in a particular country in the Territory, the period commencing upon the First Commercial Sale of such Product in such country and ending upon the latest of: (a) the expiration of the last-to-expire Valid Claim included in the Aptose Patents in such country that claims the composition of matter, manufacture or use of such Product (including the Licensed Compound therein); (b) ten (10) years after the First Commercial Sale of such Product in such country; or (c) the expiration of any Regulatory Exclusivity granted with respect to such Product in such country.

1.73 "**Sole Inventions**" is defined in Section 7.1.

1.74 "**Term**" is defined in Section 11.1.

1.75 "**Territory**" means the world.

1.76 "**Third Party**" means any Person other than a Party or an Affiliate of a Party.

1.77 "**United States**" or "**U.S.**" means the United States of America, including its territories and possessions.

1.78 "**Valid Claim**" means a claim of an issued and unexpired patent (as may be extended through supplementary protection certificate or patent term extension) or a pending patent application that has not been revoked, held invalid or unenforceable by a patent office, court or other governmental agency of competent jurisdiction in a final and non-appealable judgment (or judgment from which no appeal was taken within the allowable time period) and has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination or disclaimer or otherwise.

1.79 Interpretation. In this Agreement, unless otherwise specified:

(a) "includes" and "including" shall mean respectively includes without limitation and including without limitation;

(b) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

(c) words such as "herein", "hereof", and "hereunder" refer to this Agreement as a whole and not merely to the particular provision in which such words appear;

(d) "days" means "calendar days" unless specified as "business days"; and

(e) the Exhibits form part of the operative provision of this Agreement and references to this Agreement shall include references to the Exhibits.

ARTICLE 2

LICENSES

2.1 Licenses to Ohm under Aptose IP. Subject to the terms and conditions of this Agreement, Aptose hereby grants to Ohm an exclusive (even as to Aptose), royalty-bearing, sublicenseable (solely as provided in Section 2.2) license under the Aptose IP: (a) to Develop, make, have made and import Licensed Compounds in the Field in the Territory for the sole purpose of Developing, making, importing, offering for sale, selling and otherwise Commercializing Products in the Field in the Territory; and (b) to Develop, make, have made, import, offer for sale, sell and otherwise Commercialize Products in the Field in the Territory. The foregoing license does not include any rights for Ohm directly or indirectly to (i) screen compounds for inhibition of kinase enzymes of the FLT3 family or the BTK family, except for the activities expressly described in Sections 2.2(b) and 4.2(c) or (ii) optimize compounds for inhibition of kinase enzymes of the FLT3 family or the BTK family. Ohm shall not, and shall ensure that its Affiliates, sublicensees and subcontractors do not, conduct any of the activities described in the preceding sentence.

2.2 Sublicenses.

(a) Sublicense Rights. Subject to the terms and conditions of this Agreement, and provided that (i) Ohm has complied with its obligations under Sections 2.2(b), 2.3 and 2.4 and (ii) Aptose has no further rights under Section 2.3 or 2.4 with respect to the applicable sublicense scope, Ohm shall have the right to grant sublicenses of the license granted to it under Section 2.1 to its Affiliates and Third Parties. Each sublicense granted by Ohm shall be consistent with the terms and conditions of this Agreement and shall require such sublicensee to assign to Ohm, or to grant Ohm an exclusive, sublicenseable, worldwide license under, all of such sublicensee's interest in Patent Rights and Know-How that, if Controlled by Ohm, would be Ohm IP, and shall permit such sublicensee to grant further sublicenses only under the foregoing conditions. Ohm shall be solely responsible for all of its sublicensees' (and their further sublicensees') activities, including any and all failures by such sublicensees to comply with the applicable terms and conditions of this Agreement. Prior to granting a sublicense to a Third Party, Ohm shall notify Aptose of the applicable Third Party and scope of the anticipated sublicense and shall provide to Aptose a copy of the substantially agreed or executed term sheet, containing all material terms of the anticipated sublicense agreement, promptly upon availability thereof. Within thirty (30) days after the grant of a sublicense, Ohm shall notify Aptose and, if such sublicense is granted to a Third Party, shall provide Aptose with a true and complete copy of the sublicense agreement; provided, however, the sublicense agreement may be redacted with respect to information that is not necessary to disclose to Aptose in order to ensure Ohm's compliance with this Agreement.

(b) Compound Testing. Prior to initiating discussions or negotiations with any Third Party or with Aptose with respect to the grant of a sublicense under the license granted in Section 2.1, Ohm shall conduct characterization studies of all compounds that would be included in the sublicense to determine their kinase inhibitory profile, including the inhibition of specific forms of FLT3 (FLT3-ITD, FLT3-D835Y, FLT3-ITD+D835Y, FLT3-ITD+F691L) and of BTK (BTK-wild type, BTK-C481S) using the standard assay conditions performed by Reaction Biology Corporation or equivalent procedure to characterize the molecules. Based on the results of such studies, Ohm shall identify each tested compound as either a ROFN Product or a ROFR Product, and shall provide Aptose with the results of each such test, including such identification, promptly after completion thereof.

2.3 Aptose's Right of First Negotiation for Licensed Compounds that do not Inhibit BTK and/or FLT3. Ohm hereby grants Aptose a right of first negotiation for each ROFN Product as follows. Prior to entering into any negotiations with a Third Party with respect to a license or sublicense under Ohm's rights to any ROFN Product(s), Ohm shall notify Aptose and provide all information useful for Aptose to determine its interest in such ROFN Product(s). If Aptose notifies Ohm in writing of its interest in such ROFN Product(s) within fourteen (14) business days after receipt of all such information from Ohm, the Parties shall negotiate exclusively and in good faith for a period of up to three (3) months (or such longer period as agreed by the Parties in writing) (the "**ROFN Negotiation Period**") a term sheet for a license to Aptose to Develop and Commercialize such ROFN Product(s). If the Parties fail to reach agreement on a term sheet during the ROFN Negotiation Period, Ohm shall have the right to negotiate the terms of and enter into a license agreement for the applicable ROFN Product(s), for the scope offered to Aptose, with any Third Party. If, during the ROFN Negotiation Period, the Parties agree to the terms of such term sheet, the Parties shall negotiate in good faith for an additional three (3)-month period, commencing on the date the term sheet is signed by both Parties, to conclude a definitive agreement, and during such period, Ohm shall not enter into any discussions or negotiations with, and shall not provide any confidential information to, a Third Party with respect to a license or sublicense under Ohm's rights to the applicable ROFN Product(s). For clarity, this Section 2.3 will apply to each ROFN Product and territory that Ohm desires to license to a Third Party.

2.4 Aptose's Right of First Refusal for Licensed Compounds that Inhibit BTK and/or FLT3. Ohm hereby grants Aptose a right of first refusal for each ROFR Product as follows. Prior to entering into any negotiations with a Third Party with respect to a license or sublicense under Ohm's rights to any ROFR Product(s), Ohm shall notify Aptose and provide all information useful for Aptose to determine its interest in such ROFR Product(s). If Aptose notifies Ohm in writing of its interest in such ROFR Product(s) within fourteen (14) business days after receipt of all such information from Ohm, the Parties shall negotiate exclusively and in good faith for a period of up to six (6) months (or such longer period as agreed by the Parties in writing) (the "**ROFR Negotiation Period**") the terms of a license to Aptose to Develop and Commercialize such ROFR Product(s). If Aptose does not notify Ohm of its interest in such ROFR Product(s) during the applicable time period, or notifies Ohm that it is not interested in such ROFR Product(s), or if Aptose notifies Ohm of its interest in such ROFR Product(s) and the Parties fail to reach agreement on the terms of a license during the ROFR Negotiation Period, then in each case Ohm shall not enter into an agreement with a Third Party with respect to such ROFR Product(s) without first offering the same terms, as set forth in a term sheet signed by Ohm and the Third Party, to Aptose for a period of thirty (30) days, commencing on the date on which Ohm provides to Aptose all information then available that is useful for Aptose to determine its then-current interest in such ROFR Product(s), including all information that has been provided or made available to the applicable Third Party (the "**Review Period**"). If Aptose accepts such terms in writing within the Review Period, then Ohm shall not enter into an agreement with the applicable Third Party, and instead the Parties shall promptly enter into a license agreement for the applicable ROFR Product(s). If Aptose does not accept such terms in writing within the Review Period, then Ohm shall have no further obligations, and Aptose shall have no further rights, with respect to the applicable ROFR Product(s) and territory under this Section 2.4, and Ohm may enter into an agreement with a Third Party with respect to such ROFR Product(s) and territory. For clarity, this Section 2.4 will apply to each ROFR Product and territory that Ohm desires to license to a Third Party.

2.5 **No Implied Licenses; Negative Covenant.** Except as expressly set forth herein, neither Party shall acquire any license or other right or interest, by implication or otherwise, under any Know-How, Patent Rights, trademarks, copyrights or other intellectual property of the other Party. Ohm shall not, and shall not permit any of its Affiliates or sublicensees to, practice any Patent Rights or Know-How licensed to it by Aptose outside the scope of the license granted to it under this Agreement.

2.6 **Disclosure**. Upon Ohm's request, Aptose shall disclose to Ohm the Aptose Know-How, including any data in the Aptose Know-How relating to Licensed Compounds and Products.

ARTICLE 3

GOVERNANCE

3.1 **Advisory Committee.** The Parties shall establish an advisory committee (the "**Advisory Committee**"), composed of two (2) representatives of each Party, to review and oversee the Development and Commercialization of Licensed Compounds and Products under this Agreement. The Advisory Committee shall in particular:

(a) review and advise on Ohm's Development, Manufacture and Commercialization of Licensed Compounds and Products in the Field in the Territory;

(b) establish the Lead Candidate Criteria;

(c) determine whether to designate a Licensed Compound as a Lead Candidate pursuant to Section 4.2(b);

(d) establish the assays for testing the ability of Lead Candidates to kill malignant cells by inhibiting BTK or FLT3;

(e) review and advise on Ohm's progress against the Development Plan and Commercialization Plan;

(f) review and advise on Regulatory Materials received from and proposed to be submitted to Regulatory Authorities;

(g) review and advise on the initial Development Plan prepared by Ohm and each update thereto;

(h) review and advise on the initial Commercialization Plan and each update thereto; and

(i) perform such other duties as are expressly assigned to the Advisory Committee in this Agreement, and perform such other functions as appropriate to further the purposes of this Agreement as may be allocated to it by the Parties' written agreement.

3.2 Limitation of Authority. The Advisory Committee shall have only the powers expressly assigned to it in this Article 3 and elsewhere in this Agreement and shall not have the authority to: (a) modify or amend the terms and conditions of this Agreement; (b) change the Parties' rights or obligations under this Agreement; (c) waive either Party's compliance with the terms and conditions of under this Agreement; or (d) determine any issue in a manner that would conflict with the express terms and conditions of this Agreement. Except for the decisions described in Sections 3.1(b), 3.1(c) and 3.1(d), the Advisory Committee's role is advisory only, provided that Ohm will give reasonable good faith consideration to Aptose's input on the Development Plan and other matters discussed by the Advisory Committee.

3.3 Membership and Meetings.

(a) Committee Members. Within thirty (30) days after the Effective Date, each Party will provide written notice to the other Party of such Party's initial members on the Advisory Committee. Each Party may replace its representatives on the Advisory Committee by written notice to the other Party. Each Advisory Committee representative shall have appropriate knowledge and expertise and sufficient seniority within the applicable Party to take actions arising within the scope of the Advisory Committee's responsibilities. Each Party shall appoint one (1) of its representatives to act as a co-chairperson of the Advisory Committee. The co-chairpersons shall jointly prepare and circulate agendas in advance of each Advisory Committee meeting and reasonably detailed minutes for each Advisory Committee meeting within thirty (30) days after such meeting. Such minutes will be deemed approved unless one or more members of the Advisory Committee objects to the accuracy of such minutes within ten (10) business days of receipt.

(b) Meetings. The Advisory Committee shall hold meetings at such times as it elects to do so, but no less frequently than twice per calendar year. Meetings shall be held in person at locations to be selected alternately by the Parties by teleconference or by videoconference, provided that at least one meeting per year shall be in person, unless the Parties otherwise agree. In addition, either Party may call an ad hoc meeting of the Advisory Committee to address matters to be decided before the next regularly scheduled meeting, including to determine whether to designate a Licensed Compound as a Lead Candidate. Each Party shall be responsible for all of its own expenses of participating in the Advisory Committee. No action taken at any meeting of the Advisory Committee shall be effective unless a representative of each Party is participating.

(c) Non-Member Attendance. Each Party may from time to time invite a reasonable number of participants, in addition to its representatives, to attend and to present findings to the Advisory Committee meetings in a non-voting capacity; provided that if either Party intends to have any Third Party (including any consultant) attend such a meeting, such Party shall provide prior written notice to the other Party and shall ensure that such Third Party is bound by confidentiality and non-use obligations consistent with the terms of this Agreement.

3.4 Decision-Making. All decisions of the Advisory Committee shall be made by unanimous vote, with each Party's representatives collectively having one (1) vote. If after reasonable discussion and good faith consideration of each Party's view on a particular matter before the Advisory Committee, the representatives of the Parties cannot reach an agreement as to such matter within fifteen (15) days after such matter was brought to the Advisory Committee for resolution, such disagreement shall be referred to the Chief Executive Officer of Aptose and the Chief Executive Officer of Ohm (the "**Executive Officers**") for resolution. If the Executive Officers cannot resolve such matter within thirty (30) days after such matter has been referred to them, then Ohm shall have the right to decide such matter, except that Ohm shall not have the right to (a) determine the Lead Candidate Criteria or (b) establish the assays for testing the ability of Lead Candidates to kill malignant cells by inhibiting BTK or FLT3, in each case (a) and (b) without the written consent of Aptose.

3.5 Discontinuation of Participation on the Advisory Committee. At any time during the Term and for any reason, Aptose shall have the right to withdraw from participation in the Advisory Committee upon written notice to Ohm (the "**Withdrawal Notice**"), which notice shall be effective immediately upon receipt. Following the issuance of a Withdrawal Notice and subject to this Section 3.5, Aptose's representatives to the Advisory Committee shall not participate in any meetings of the Advisory Committee, nor shall Aptose have any right to vote on decisions within the authority of the Advisory Committee. If, at any time following the issuance of a Withdrawal Notice, Aptose wishes to resume participation in the Advisory Committee, Aptose shall notify Ohm in writing and, thereafter, Aptose's representatives to the Advisory Committee shall be entitled to attend any subsequent meeting of the Advisory Committee and to participate in the activities of, and decision-making by, the Advisory Committee as provided in this Article 3 as if a Withdrawal Notice had not been issued by Aptose pursuant to this Section 3.5. Following Aptose's issuance of a Withdrawal Notice pursuant to this Section 3.5, unless and until Aptose resumes participation in the Advisory Committee in accordance with this Section 3.5: (a) all meetings of the Advisory Committee shall be held at Ohm's facilities, (b) Ohm shall have the right to make the final decision on all matters within the scope of authority of the Advisory Committee, and (c) Aptose shall have the right to continue to receive the minutes of Advisory Committee meetings, but shall not have the right to approve the minutes for any Advisory Committee meeting held after Aptose's issuance of a Withdrawal Notice.

3.6 **Acquisition of Aptose**. If Aptose is acquired by another company or if another company acquires over 50% of the shares of Aptose, Aptose and Ohm will meet to renegotiate the structure of the Advisory Committee and terms of the information Ohm is required to share with Aptose under this Article 3. If Ohm has partnered the program this renegotiation shall take into consideration the potential concerns of Ohm's partner, especially if the company acquiring Aptose is a competitor of Ohm's partner.

ARTICLE 4

DEVELOPMENT

4.1 **General.** Subject to the terms and conditions of this Agreement, Ohm shall be solely responsible for the Development of Licensed Compounds and Products in the Field throughout the Territory, at its own cost and expense, including (a) the generation, selection and optimization of potential lead compounds, (b) performance of preclinical and clinical studies of Licensed Compounds and Products, (b) Manufacture and supply of Licensed Compounds and Products for use in Development in the Territory, and (c) preparation and submission of any and all Regulatory Materials for Products in the Field in the Territory.

4.2 **Lead Candidate**.

(a) **Criteria**. Within thirty (30) days after the Effective Date, the Advisory Committee shall establish the criteria for determining whether a Licensed Compound is suitable for designation as a Lead Candidate (the "**Lead Candidate Criteria**").

(b) **Selection**. Ohm shall synthesize and optimize Licensed Compounds with a goal of identifying and optimizing a Lead Candidate on which IND-enabling studies will be conducted. Within ten (10) business days after conducting any studies intended to determine whether a Licensed Compound meets any of the Lead Candidate Criteria, Ohm shall provide the Advisory Committee with the results of such studies, including all analyses and raw data. The Advisory Committee will schedule an ad hoc meeting within fifteen (15) business days after receipt of such results to determine (i) whether such Licensed Compound satisfies the Lead Candidate Criteria and (ii) if such Licensed Compound does not satisfy the Lead Candidate Criteria, whether nonetheless to designate such Licensed Compound as a Lead Candidate. If a Licensed Compound satisfies the Lead Candidate Criteria, or if the Advisory Committee otherwise designates a Licensed Compound as a lead Licensed Compound, or if Ohm commences IND-enabling toxicology studies with any Licensed Compound in compliance with GLP, then such Licensed Compound will be deemed a Lead Candidate and the milestone payment set forth in Section 6.2 will be payable to Aptose. Promptly thereafter, the Advisory Committee will determine an assay for testing such Lead Candidate's ability to kill malignant cells by inhibiting BTK or FLT3. Ohm shall notify Aptose promptly upon commencing IND-enabling toxicology studies with any Licensed Compound.

(c) Characterization. Upon the Advisory Committee's designation (or the deemed designation) of a Lead Candidate for potential Development pursuant to Section 4.2(b), or upon any Licensed Compound's satisfying the Lead Candidate Criteria, Ohm shall promptly test such Lead Candidate for its ability to kill malignant cells by inhibiting BTK or FLT3, using the assay determined by the Advisory Committee under Section 4.2(b), and shall provide all results of such tests to Aptose promptly after completion. Aptose shall have the right to conduct its own studies of such Lead Candidate to confirm the results obtained by Ohm, for the sole purpose of determining whether such Lead Candidate is an ROFR Product or an ROFN Product. Promptly after the Advisory Committee's designation (or the deemed designation) of a Lead Candidate, Ohm shall provide sufficient quantities of such Lead Candidate to Aptose to conduct such studies. Aptose shall have the right to conduct such studies, at Aptose's expense, for a period not to exceed sixty (60) days after Aptose's receipt of the Lead Candidate(s) at Aptose's laboratory facility.

4.3 Development Plan. All Development of Licensed Compounds and Products under this Agreement shall be conducted pursuant to a development plan that sets forth the timeline and details of lead optimization, preclinical, clinical, Manufacturing and regulatory activities to be conducted by or on behalf of Ohm or its Affiliates or sublicensees to obtain Regulatory Approval of Products throughout the Territory (as may be updated by Ohm from time to time, the "**Development Plan**"). Promptly after the Advisory Committee's designation of a Lead Candidate, Ohm shall prepare an initial Development Plan and submit it to the Advisory Committee for review and discussion. Ohm shall submit each proposed material amendment of the then-current Development Plan to the Advisory Committee for review and discussion. If the terms of the Development Plan contradict, or create inconsistencies or ambiguities with, the terms of this Agreement, then the terms of this Agreement as defined in Article 3.2 shall govern.

4.4 Regulatory Responsibilities.

(a) General. The Development Plan shall set forth the regulatory strategy for seeking Regulatory Approval of Products. Ohm shall be solely responsible, at its sole expense, for all regulatory activities necessary to obtain and maintain Regulatory Approval of Products in the Field in the Territory, which activities shall be conducted using Diligent Efforts and in accordance with the regulatory strategy set forth in the Development Plan. Ohm will own all Regulatory Materials for Products in the Field in the Territory, including all Regulatory Approvals, and will be responsible for the payment of fees and all other associated regulatory costs for Products in the Field in the Territory.

(b) Regulatory Information Sharing. Ohm shall provide Aptose with copies of any substantive Regulatory Materials submitted or received by Ohm relating to any Licensed Compound or Product promptly after the submission or receipt thereof. In addition, Ohm shall provide Aptose with written minutes or other records of any oral discussions with any Regulatory Authority pertaining to any Licensed Compound or Product promptly after such discussion. If any Regulatory Material to be provided under this Section 4.4(b) was originally created in a language other than the English language, Ohm shall provide an English translation along with the original document to Aptose.

(c) **Meetings with Regulatory Authorities**. At each regularly scheduled Advisory Committee meeting, Ohm shall provide Aptose with a list and schedule of any in-person meeting or teleconference with any Regulatory Authority (or related advisory committees) planned for the next six (6)-month period that relates to the Development of any Licensed Compound or Product. In addition, Ohm shall notify Aptose as soon as reasonably possible if Ohm becomes aware of any additional such meetings or teleconferences that become scheduled for such six (6)-month period. Aptose shall have the right to advise on the preparation for all such meetings and teleconferences. Aptose will be solely responsible for all costs it incurs to participate in such meetings and teleconferences.

4.5 **Development Diligence**. Ohm shall use Diligent Efforts to Develop and obtain Regulatory Approval of Products throughout the Territory.

4.6 **Development Records**. Ohm shall maintain complete, current and accurate records of all Development activities it conducts under this Agreement and all data and other information resulting from such activities. Such records shall fully and properly reflect all work done and results achieved in the performance of the Development activities in good scientific manner appropriate for regulatory and patent purposes. Ohm shall document all non-clinical studies and clinical trials in formal written study reports according to applicable Laws and national and international guidelines (*e.g.*, ICH, GCP, GLP, and GMP).

4.7 **Development Reports.** Ohm shall keep Aptose reasonably informed as to the progress and results of its and its Affiliates' and sublicensees' Development activities under this Agreement. Without limiting the foregoing, Ohm shall provide Aptose with semi-annual reports, no later than thirty (30) days after the end of each six (6) month period, detailing its Development of Licensed Compounds and Products and the results of such Development. Such reports shall be at a level of detail reasonably requested by Aptose and sufficient to enable Aptose to determine Ohm's compliance with its diligence obligations under Section 4.5. Ohm shall promptly respond to Aptose's reasonable questions or requests for additional information relating to such Development activities.

4.8 **Subcontractors.** Ohm and its Affiliates and sublicensees shall have the right to engage subcontractors, provided the subcontractors meet Aptose's quality standards according to Aptose's internal quality guidelines, to Develop Licensed Compounds and Products under this Agreement, provided that any such subcontractor is bound by written obligations of confidentiality and non-use consistent with this Agreement and has agreed to assign to Ohm all inventions or other intellectual property made by such subcontractor in the course of performing such subcontracted work that relates to any Licensed Compound or Product. Ohm shall remain responsible for any obligations that have been delegated or subcontracted to any subcontractor, and shall be responsible for the performance of its subcontractors.

4.9 **Compliance.** Ohm covenants that in performing (or having performed) its obligations or exercising (or having exercised) its rights under this Agreement, it and its Affiliates and sublicensees: (a) shall comply in all material respects with all applicable Laws; and (b) shall not employ or engage any Person who has been debarred or disqualified by any Regulatory Authority or, to the knowledge of Ohm or its Affiliate or sublicensee, as applicable, is the subject of debarment or disqualification proceedings by any Regulatory Authority.

4.10 Acquisition of Aptose. If Aptose is acquired by another company or if another company acquires over 50% of the shares of Aptose, Aptose and Ohm will meet to renegotiate the terms of the information Ohm is required to share with Aptose under this Article 4. If Ohm has partnered the program this renegotiation shall take into consideration the potential concerns of Ohm's partner, especially if the company acquiring Aptose is a competitor of Ohm's partner.

ARTICLE 5

COMMERCIALIZATION

5.1 General. Subject to the terms and conditions of this Agreement, as between the Parties, Ohm shall be responsible for all aspects of the Commercialization of Products in the Field in the Territory, including: (a) developing and executing a commercial launch and pre-launch plan, (b) Manufacturing and supplying Products for Commercialization in the Territory, (c) negotiating with applicable Governmental Authorities regarding the price and reimbursement status of the Products; (d) marketing and promotion; (e) booking sales and distribution and performance of related services; (f) handling all aspects of order processing, invoicing and collection, inventory and receivables; (g) providing customer support, including handling medical queries, and performing other related functions; and (h) conforming its practices and procedures to applicable Laws relating to the marketing, detailing and promotion of the Products in the Territory. As between the Parties, Ohm shall bear all of the costs and expenses incurred in connection with the Commercialization of Products in the Territory.

5.2 Commercial Diligence. Ohm shall use Diligent Efforts to Commercialize each Product in each country and indication in the Field in which it receives Regulatory Approval.

5.3 Commercialization Plan. The Commercialization of Products in the Territory shall be conducted pursuant to a written Commercialization plan (the "**Commercialization Plan**"). The Commercialization Plan shall include a reasonably detailed description of and anticipated timeline for Ohm's and its Affiliates' and sublicensees' Commercialization activities with respect to Products in the Territory. The initial Commercialization Plan shall be prepared by Ohm and delivered to Aptose and the Advisory Committee for review and discussion no later than nine (9) months prior to the anticipated date of first Regulatory Approval of a Product in the Territory. Thereafter, Ohm shall submit each proposed material amendment of the then-current Commercialization Plan to the Advisory Committee for review and comment before such amendment is adopted.

5.4 Commercialization Reports. Ohm shall keep Aptose reasonably informed of Ohm's and its Affiliates' and sublicensees' Commercialization activities with respect to Products in the Territory. Without limiting the foregoing, within thirty (30) days after the end of each calendar year, Ohm shall provide Aptose with a written report summarizing the significant Commercialization activities performed with respect to Products during such time period, and comparing such activities with the Commercialization Plan for such time period. Such reports shall be at a level of detail reasonably requested by Aptose and sufficient to enable Aptose to determine Ohm's compliance with its diligence obligations under Section 5.2. Ohm shall promptly respond to Aptose's reasonable questions or requests for additional information relating to such Commercialization activities. At Aptose's request, Ohm will meet with Aptose to discuss Ohm's Commercialization activities and efforts.

5.5 Patent Marking. Ohm shall mark all Products in accordance with the applicable patent marking laws, and shall require all of its Affiliates and sublicensees to do the same.

ARTICLE 6

FINANCIAL PROVISIONS

6.1 Upfront Payments. Ohm shall pay to Aptose: (a) a one-time, non-refundable, non-creditable payment of [*]) on the Effective Date, [*] credit for the payment under the Term Sheet, for a net upfront payment of [*], and (b) a one-time, non-refundable, non-creditable payment of [*] within ninety (90) days after the Effective Date.

6.2 Lead Candidate Selection. Within fifteen (15) business days after the earliest to occur of the following events, Ohm shall pay to Aptose a one-time, non-refundable, non-creditable payment of [*]: (a) the Advisory Committee's designation (or deemed designation) of a Licensed Compound as a Lead Candidate pursuant to Section 4.2(b) and (b) Ohm's commencement of IND-enabling toxicology studies with any Licensed Compound in compliance with GLP.

6.3 Development and Regulatory Milestone Payments.

(a) Events. Ohm shall pay to Aptose the non-refundable, non-creditable milestone payments set forth in the table below within forty five (45) days after the first achievement of each milestone event (whether by or on behalf of Ohm, its Affiliates or sublicensees) by the first Product and second Product to achieve the milestone event:

Milestone Event	Milestone Payment	
	First Product	**Second Product**
Development Milestones		
1. Initiation of the first Phase 1 Clinical Trial of a Product	[*]	[*]
2. Initiation of the first Phase 2 Clinical Trial of a Product	[*]	[*]
3. Initiation of the first Phase 3 Clinical Trial of a Product	[*]	[*]
Regulatory Milestones		
4. Submission of the first NDA for a Product to the FDA	[*]	[*]
5. Submission of the first MAA for a Product to a Regulatory Authority outside the U.S.	[*]	[*]
6. First NDA Approval for a Product in the U.S.	[*]	[*]
7. First MAA Approval for a Product outside the U.S.	[*]	[*]

(b) Clarifications.

(i) Each milestone payment set forth above shall be due one time only for the first Product and one time only for the second Product, each in the applicable amount, and regardless of whether different milestone events are achieved by the same or different Products. If Ohm or its Affiliate or sublicensee terminates Development of a Product after achievement of one but not all milestone events, then milestone payments will be paid for achievement by subsequent Products, either at the amount for the first Product (if not previously achieved by any Product) or at the amount for the second Product (if previously achieved by one Product).

(ii) The maximum total amount payable under Section 6.3(a) is $38,750,000, if each milestone event is achieved (or otherwise payable) by one Product only and an additional $19,375,000 if each milestone event is achieved (or otherwise payable) by two Products.

(iii) In the event that any of milestone event numbers 1 through 3 has not been achieved at the time of achievement of a milestone event having a higher number than the skipped milestone event, then each skipped milestone event shall be deemed achieved at the time of achievement of the higher number milestone event, and Ohm shall pay to Aptose the milestone payment for such skipped milestone event within forty five (45) days after the achievement of the higher number milestone event.

6.4 Sales Milestone Payments. Ohm shall pay to Aptose the one-time, non-refundable, non-creditable sales milestone payments set forth below, in each case within forty five (45) days after the end of the first calendar quarter during which the aggregate annual Net Sales of a Product in the Territory first reach the values indicated below for the first two Products to reach such threshold. Milestone events for the first Product or the second Product need not be achieved by the same Product. For clarity, the milestone payments in this Section 6.4 shall be additive such that if multiple milestone events specified below are achieved in the same calendar quarter, then the milestone payments for all such milestone events shall be payable within forty five (45) days after the end of such quarter.

Annual Net Sale of a Product in the Territory	**Milestone Payments**	
	First Product	**Second Product**
Equal or exceed $250,000,000	[*]	[*]
Equal or exceed $500,000,000	[*]	[*]
Equal or exceed $750,000,000	[*]	[*]
Total	$45,000,000	$22,500,000

6.5 Royalty Payments for Products.

(a) Royalty Rates. Subject to the other terms of this Section 6.5, Ohm shall make calendar quarterly, non-refundable, non-creditable royalty payments to Aptose on the Net Sales of all Products sold during the Royalty Terms, as calculated by multiplying the applicable royalty rate set forth below by the corresponding amount of incremental, aggregated Net Sales of all Products sold in the Territory in the applicable calendar year.

Annual Net Sale of all Products in the Territory	**Royalty Rate**
For that portion of annual Net Sales less than $1,000,000,000	[*]
For that portion of annual Net Sales greater than or equal to $1,000,000,000	[*]

(b) Royalty Term. Ohm's obligation to pay royalties pursuant to this Section 6.5 shall not apply to Net Sales of Products to the extent that such Net Sales arise from sale of a Product in a particular country after the expiration of the Royalty Term for such Product in such country. For clarity, all such Net Sales will be included for purposes of determining the royalty tiers and royalty rates applicable to Net Sales in other countries.

(c) Royalty Reduction. With respect to Net Sales of a particular Product that arise from the sale of such Product in a particular country in the Territory in a calendar quarter (i) during the Royalty Term for such Product in such country, (ii) in which there is no Valid Claim of any Aptose Patent in such country that claims the composition, manufacture or use of such Product, (iii) in which there is no Regulatory Exclusivity for such Product in such country and (iv) in which the unit volume of all Generic Products to such Product that are sold by Third Parties in such country exceeds thirty percent (30%) of the combined unit volume of such Product and such Generic Product sold in such country during such calendar quarter (which determinations of unit volume shall be based on a mutually acceptable calculation method and using market share data provided by a reputable and mutually agreed upon provider, such as IMS Health), the royalties applicable to such Net Sales will be reduced by fifty percent (50%) of the royalties otherwise payable under Section 6.5(a). For example, if during a particular calendar year, the Net Sales in countries in which the royalties are not subject to deduction under this Section 6.5(c) are $1 billion, and Net Sales in countries in which the royalties are subject to deduction under this Section 6.5(c) are $500 million, the following would apply: the royalties without regard to the reduced rate would be [*]. The portion of royalties (without deduction) attributable to countries in which the royalties are subject to deduction is ($500 million / $1.5 billion) x $35 million = $11.67 million, so with the deduction such royalties would be $5.83 million, and the total royalties would be $29.167 million.

(d) Royalty Reports and Payment. Within forty five (45) days after the end of each calendar quarter, commencing with the calendar quarter during which the First Commercial Sale of a Product is made anywhere in the Territory, Ohm shall provide Aptose with a report that contains the following information for the applicable calendar quarter, on a Product-by-Product and country-by-country basis: (i) the amount of gross sales of the Products, (ii) a calculation of Net Sales in the Territory, (iii) a calculation of the royalty payment due on such sales, including the application of any reduction made in accordance with Section 6.5(c), and (iv) the exchange rate for such country. Concurrent with the delivery of the applicable quarterly report, Ohm shall pay Aptose in Dollars all royalties owed with respect to Net Sales for such calendar quarter.

6.6 Currency; Exchange Rate. All payments to be made by Ohm to Aptose under this Agreement shall be made in Dollars by bank wire transfer in immediately available funds to a bank account designated by written notice from Aptose. The rate of exchange to be used in computing the amount of currency equivalent in Dollars shall be made at the average of the closing exchange rates reported in *The Wall Street Journal* (U.S., Eastern Edition) for the first, middle and last business days of the applicable reporting period for the payment due.

6.7 Late Payments. If Aptose does not receive payment of any sum due to it on or before the due date therefor, simple interest shall thereafter accrue on the sum due to Aptose from the due date until the date of payment at a per-annum rate of prime (as reported in *The Wall Street Journal* (U.S., Eastern Edition)) plus two percentage points or the maximum rate allowable by applicable Law, whichever is less.

6.8 Taxes.

(a) Cooperation and Coordination. Each Party shall be solely responsible for the payment of all taxes imposed on its share of income arising directly or indirectly from the activities of the Parties under this Agreement. The Parties acknowledge and agree that it is their mutual objective and intent to appropriately calculate, to the extent feasible and legal, taxes payable with respect to their collaborative efforts under this Agreement and that they shall use all Diligent Efforts to cooperate and coordinate with each other to achieve such objective. Ohm shall cooperate with Aptose in seeking any tax exemption or credits that may be available. The Parties agree to cooperate with one another and use reasonable efforts to avoid or reduce tax withholding or similar obligations in respect of royalties, milestone payments, and other payments made by Ohm to Aptose under this Agreement.

(b) Payment of Tax. To the extent Ohm is required by applicable Laws to deduct and withhold taxes on any payment to Aptose, Ohm shall promptly notify Aptose. Aptose shall provide Ohm any tax forms that may be reasonably necessary in order for Ohm not to withhold tax or to withhold tax at a reduced rate under an applicable bilateral income tax treaty. Aptose shall use reasonable efforts to provide any such tax forms to Ohm in advance of the due date. After making reasonable effort to obtain the lowest tax rate, Ohm shall (i) deduct those taxes from the payment; (ii) pay the taxes to the proper taxing authority in a timely manner; and (iii) send evidence of the obligation together with proof of payment to Aptose within ten (10) business days following that payment. Ohm shall also provide Aptose with reasonable assistance to enable the recovery, as permitted by applicable Laws, of withholding taxes or similar obligations resulting from payments made under this Agreement, such recovery to be for the benefit of Aptose as the Party bearing such withholding tax under this Section. Notwithstanding the foregoing, if as a result of any action by Ohm, including assignment or sublicense, any change in Ohm's tax residency, any change in the entity that originates the payment, or any failure on the part of Ohm to comply with applicable Laws (including filing or record retention requirements), withholding taxes are imposed that were not otherwise applicable ("**Incremental Withholding Taxes**"), then Ohm shall be solely responsible for the amount of such Incremental Withholding Taxes and shall increase the amounts payable to Aptose so that Aptose receives a sum equal to the sum it would have received had there been no such action and resulting tax increase.

6.9 Financial Records and Audit. Ohm shall maintain complete and accurate records in sufficient detail to permit Aptose to confirm the accuracy of royalty payments payable under this Agreement and to verify the achievement of milestone events under this Agreement. Upon reasonable prior notice, such records shall be open during regular business hours for a period of three (3) years from the creation of individual records for examination at Aptose's expense, and not more often than once each calendar year, by an independent certified public accountant selected by Aptose and reasonably acceptable to Ohm for the sole purpose of verifying for Aptose the accuracy of the financial reports furnished by Ohm pursuant to this Agreement or of any payments made, or required to be made, by Ohm pursuant to this Agreement. Any such auditor shall not disclose Ohm's confidential information to Aptose, except to the extent such disclosure is necessary to verify the accuracy of the financial reports furnished by Ohm or the amount of payments by Ohm under this Agreement. Any amounts shown to be owed but unpaid shall be paid within thirty (30) days after the accountant's report, plus interest (as set forth in Section 6.7) from the original due date. Aptose shall bear the full cost of such audit unless such audit reveals an underpayment by Ohm that resulted from a discrepancy in the financial report provided by Ohm for the audited period, which underpayment was more than five percent (5%) of the amount set forth in such report, in which case Ohm shall reimburse Aptose for the costs for such audit.

6.10 Acquisition of Aptose. If Aptose is acquired by another company or if another company acquires over 50% of the shares of Aptose, Aptose and Ohm will meet to renegotiate the terms of the information Ohm is required to share with Aptose under this Article 6. If Ohm has partnered the program this renegotiation shall take into consideration the potential concerns of Ohm's partner, especially if the company acquiring Aptose is a competitor of Ohm's partner.

ARTICLE 7

INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership of Inventions. Ownership of all Inventions shall be based on inventorship, as determined in accordance with the rules of inventorship under United States patent laws. Each Party shall solely own any Inventions made solely by its or its Affiliates' employees, agents, or independent contractors ("**Sole Inventions**"). The Parties shall jointly own any Inventions that are made jointly by employees, agents, or independent contractors of one Party or its Affiliates together with employees, agents, or independent contractors of the other Party or its Affiliates ("**Joint Inventions**"). All Patents claiming Joint Inventions shall be referred to herein as "**Joint Patents.**" Each Party shall be entitled to practice, license, assign and otherwise exploit the Joint Inventions and Joint Patents without the duty of accounting or seeking consent from the other Party.

7.2 Disclosure of Inventions. Each Party shall promptly disclose to the other Party all Sole Inventions of such Party and all Joint Inventions, including any invention disclosures or other similar documents submitted to it by its employees, agents or independent contractors describing such Inventions, and shall promptly respond to reasonable request from the other Party for additional information relating to such Inventions.

7.3 Patent Prosecution.

(a) Aptose Patents and Joint Patents.

(i) As between the Parties, Ohm shall have the first right to file, prosecute and maintain all Aptose Patents and Joint Patents in the Territory, at its sole cost and expense. For the purpose of this Article 7, "prosecution" shall include any post-grant proceeding including patent interference proceeding, opposition proceeding and reexamination.

(ii) Ohm shall consult with Aptose and keep Aptose reasonably informed of the status of the Aptose Patents and Joint Patents in the Territory and shall promptly provide Aptose with all material correspondence received from any patent authority in connection therewith. In addition, Ohm shall promptly provide Aptose with drafts of all proposed material filings and correspondence to any patent authority with respect to the Aptose Patents and Joint Patents in the Territory for Aptose's review and comment prior to the submission of such proposed filings and correspondence. Ohm shall confer with Aptose and consider in good faith Aptose's comments prior to submitting such filings and correspondence, provided that Aptose shall provide such comments within fourteen (14) days (or a shorter period reasonably designated by Ohm if fourteen (14) days is not practicable given the filing deadline) of receiving the draft filings and correspondence from Ohm.

(iii) Ohm shall notify Aptose of any decision to cease prosecution and/or maintenance of, or not to continue to pay the expenses of prosecution and/or maintenance of, any Aptose Patents or Joint Patents in the Territory. Ohm shall provide such notice at least thirty (30) days prior to any filing or payment due date, or any other due date that requires action, in connection with such Aptose Patent or Joint Patent. In such event, Ohm shall permit Aptose, at its discretion and at its sole expense, to continue prosecution or maintenance of such Aptose Patent or Joint Patent.

(b) Ohm Sole Patents.

(i) As between the Parties, Ohm shall have the first right to file, prosecute and maintain the Ohm Patents that are not Joint Patents ('**Ohm Sole Patents**") in the Territory, at Ohm's cost and expense.

(ii) Ohm shall consult with Aptose and keep Aptose reasonably informed of the status of all Ohm Sole Patents in the Territory and shall promptly provide Aptose with material correspondence received from patent authorities in connection therewith. In addition, Ohm shall promptly provide Aptose with drafts of all proposed material filings and correspondence to the patent authorities with respect to the Ohm Sole Patents in the Territory for Aptose's review and comment prior to the submission of such proposed filings and correspondence. Ohm shall confer with Aptose and consider in good faith Aptose's comments prior to submitting such filings and correspondence, provided that Aptose shall provide such comments within fourteen (14) days (or a shorter period reasonably designated by Ohm if fourteen (14) days is not practicable given the filing deadline) of receiving the draft filings and correspondence from Ohm.

(iii) Ohm shall notify Aptose of any decision to cease prosecution and/or maintenance of, or not to continue to pay the expenses of prosecution and/or maintenance of, any Ohm Sole Patent in the Territory. Ohm shall provide such notice at least thirty (30) days prior to any filing or payment due date, or any other due date that requires action, in connection with such Ohm Sole Patent. In such event, Ohm shall permit Aptose, at its discretion and at its sole expense, to continue prosecution or maintenance of such Ohm Sole Patent.

(c) **Cooperation**. Aptose agrees to cooperate fully in the preparation, filing, prosecution and maintenance of Patents under this Section 7.3, at Ohm's request and expense. Such cooperation includes executing all papers and instruments, or requiring its employees or contractors, to execute such papers and instruments, so as enable Ohm to apply for and to prosecute patent applications in any country as permitted by Section 7.3.

7.4 Patent Enforcement.

(a) Each Party shall notify the other promptly after becoming aware of any alleged or threatened infringement by a Third Party of any Aptose Patent, Ohm Patent or Joint Patent through the using, making, importing, exporting, offering for sale or selling of any Product in the Field, including any "patent certification" filed in the United States under 21 U.S.C. §355(b)(2) or 21 U.S.C. §355(j)(2) with respect to the Product and Field or similar provisions in other jurisdictions (collectively "**Product Infringement**"), or of any alleged or threatened infringement by a Third Party of any Joint Patent that is not a Product Infringement.

(b) Ohm shall have the first right to bring and control any legal action in connection with any Product Infringement of any Aptose Patent or Joint Patent in the Territory, or any other infringement of a Joint Patent in the Territory, at its own expense as it reasonably determines appropriate, and Aptose shall have the right to be represented in any such action by counsel of its choice. If Ohm does not bring such legal action within sixty (60) days after the notice provided pursuant to Section 7.4(a), Aptose shall have the right to bring and control any legal action in connection with such Product Infringement or other infringement of a Joint Patent in the Territory at its own expense as it reasonably determines appropriate.

(c) Ohm shall have the first right to bring and control any legal action in connection with any Product Infringement of an Ohm Patent in the Field in the Territory at its own expense as it reasonably determines appropriate.

(d) At the request and expense of the Party bringing the action under Section 7.4(b) above, the other Party shall provide reasonable assistance in connection therewith, including by executing reasonably appropriate documents, cooperating in discovery and joining as a party to the action if required. In connection with any such proceeding, the Party bringing the action shall not enter into any settlement admitting the invalidity of, or otherwise impairing the other Party's rights in, the Aptose Patents or Joint Patents without the prior written consent of the other Party.

(e) Any recoveries resulting from an enforcement action under Section 7.4(b) or 7.4(c) against a Product Infringement in the Field in the Territory shall be first applied against payment of each Party's costs and expenses in connection therewith. For an enforcement action under Section 7.4(b), any recoveries in excess of such costs and expenses (the "**Remainder**") shall be shared by the Parties as follows: seventy-five percent (75%) of such Remainder shall be retained by the Party bringing such action, and twenty-five percent (25%) of such Remainder shall be paid to the Party not bringing such action.

7.5 Trademarks. Ohm shall have the right to brand the Products in the Field in the Territory using Ohm related trademarks and any other trademarks and trade names it determines appropriate for the Products, which may vary by country or within a country ("**Product Marks**"). Ohm shall own all rights in the Product Marks and shall register and maintain the Product Marks in the countries and regions that it determines reasonably necessary, at Ohm's cost and expense.

7.6 Personnel Obligations. Prior to beginning work under this Agreement relating to any Development of Licensed Compounds or Products, each employee, agent or independent contractor of Ohm and its Affiliates shall be bound by invention assignment obligations that are consistent with the obligations of Ohm in this Article 7, including: (a) promptly reporting any Invention; (b) assigning to Ohm, as applicable, all of his or her right, title and interest in and to any Invention; (c) cooperating in the preparation, filing, prosecution, maintenance and enforcement of any Patent Right; (d) performing all acts and signing, executing, acknowledging and delivering any and all documents required for effecting the obligations and purposes of this Agreement; and (e) complying with obligations of confidentiality and non-use consistent with those contained in this Agreement.

ARTICLE 8

CONFIDENTIALITY; PUBLICATION

8.1 Duty of Confidence. Subject to the other provisions of this Article 8:

(a) all Confidential Information disclosed by a Party (the "**Disclosing Party**") or its Affiliates under this Agreement shall be maintained in confidence and otherwise safeguarded by the recipient Party (the "**Receiving Party**") and its Affiliates, in the same manner and with the same protection as such Receiving Party maintains its own confidential information;

(b) the Receiving Party may only use any such Confidential Information for the purposes of performing its obligations or exercising its rights under this Agreement; and

(c) the Receiving Party may disclose Confidential Information of the other Party to: (i) its Affiliates and sublicensees; and (ii) employees, directors, agents, contractors, consultants and advisers of the Receiving Party and its Affiliates and sublicensees, in each case to the extent reasonably necessary for the purposes of, and for those matters undertaken pursuant to, this Agreement; provided that such Persons are bound to maintain the confidentiality of the Confidential Information in a manner consistent with the confidentiality provisions of this Agreement.

8.2 Exceptions. The foregoing obligations as to particular Confidential Information of a Disclosing Party shall not apply to the extent that the Receiving Party can demonstrate that such Confidential Information:

(a) is known by the Receiving Party at the time of its receipt without an obligation of confidentiality, and not through a prior disclosure by the Disclosing Party, as documented by the Receiving Party's business records;

(b) is in the public domain before its receipt from the Disclosing Party, or thereafter enters the public domain through no fault of the Receiving Party;

(c) is subsequently disclosed to the Receiving Party by a Third Party who may lawfully do so and is not under an obligation of confidentiality to the Disclosing Party; or

(d) is developed by the Receiving Party independently and without use of, or reference to, any Confidential Information received from the Disclosing Party, as documented by the Receiving Party's business records.

Any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Receiving Party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the Receiving Party.

8.3 Authorized Disclosures. Notwithstanding the obligations set forth in Sections 8.1 and 8.5, a Party may disclose the other Party's Confidential Information to the extent:

(a) such disclosure is reasonably necessary: (i) to such Party's directors, attorneys, independent accountants or financial advisors for the sole purpose of enabling such directors, attorneys, independent accountants or financial advisors to provide advice to such Party, provided that in each such case such disclosure is on the condition that such directors, attorneys, independent accountants and financial advisors are bound by confidentiality and non-use obligations substantially consistent with those contained in this Agreement; provided, however, that the term of confidentiality for such directors, attorneys, independent accountants and financial advisors shall be no less than five (5) years; or (ii) to actual or potential investors, acquirors, licensees, sublicensees and other financial or commercial partners solely for the purpose of evaluating or carrying out an actual or potential investment, acquisition or collaboration; provided that in each such case such disclosure is on the condition that such recipients are bound by confidentiality and non-use obligations substantially consistent with those contained in the Agreement; provided, however, that the term of confidentiality for such recipients shall be no less than five (5) years; or

(b) such disclosure is required by Law, judicial or administrative process, provided that in such event such Party shall promptly inform the other Party of such required disclosure and provide the other Party an opportunity to challenge or limit the disclosure obligations. Confidential Information that is disclosed pursuant to this Section 8.3(b) shall remain otherwise subject to the confidentiality and non-use provisions of this Article 8, and the Party disclosing Confidential Information pursuant to Law or court order shall take all steps reasonably necessary, including seeking of confidential treatment or a protective order to ensure the continued confidential treatment of such Confidential Information.

8.4 Scientific Publication. Ohm shall not publish peer reviewed manuscripts, or give other forms of public disclosure such as abstracts and presentations, of results of studies carried out under this Agreement, without the opportunity for prior review by Aptose. Ohm shall provide Aptose the opportunity to review and comment on any proposed publication that relates to any Licensed Compound or Product at least thirty (30) days prior to its intended submission for publication. Aptose shall provide its comments (if any) in writing within fifteen (15) days after Aptose's confirmed receipt of such proposed publication. Ohm shall consider in good faith any comments thereto provided by Aptose and shall comply with Aptose's request to remove Aptose Confidential Information from the proposed publication. In addition, Ohm shall delay the submission for a period of up to sixty (60) days in the event that Aptose can demonstrate reasonable need for such delay, including the preparation and filing of a patent application. If Aptose fails to provide its comments to Ohm within such fifteen (15)-day period, Aptose shall be deemed to not have any comments, and Ohm shall be free to publish in accordance with this Section 8.4 after the thirty (30) day period has elapsed. Ohm shall provide Aptose a copy of the manuscript at the time of the submission. Ohm agrees to acknowledge the contributions of Aptose and its employees in all publications as scientifically appropriate.

8.5 Publicity. Each Party shall have the right to issue a press release announcing this Agreement, in the form attached hereto as Exhibit B. Subject to Section 8.3 above, no other disclosure of the existence or the terms of this Agreement may be made by either Party or its Affiliates except as provided in this Section 8.5, except as may be required by applicable Law.

(a) A Party may disclose this Agreement and its terms, and material developments or material information generated under this Agreement, in securities filings with the U.S. Securities and Exchange Commission (or equivalent foreign agency) to the extent required by applicable Law after complying with the procedure set forth in this Section 8.5(a). In such event, the Party seeking such disclosure shall prepare a draft confidential treatment request and proposed redacted version of this Agreement to request confidential treatment for this Agreement, and the other Party agrees to promptly (and in any event, no less than seven (7) days after receipt of such confidential treatment request and proposed redactions) give its input in a reasonable manner in order to allow the Party seeking disclosure to file its request within the time lines proscribed by applicable Law. The Party seeking such disclosure shall reasonably consider any comments thereto provided by the other Party within such seven (7) day period.

(b) Each Party acknowledges that the other Party may be legally required to make public disclosures (including in filings with the Governmental Authorities) of certain material developments or material information generated under this Agreement and agrees that each Party may make such disclosures as required by Law, provided that the Party seeking such disclosure first provides the other Party a copy of the proposed disclosure and reasonably considers any comments thereto provided by the other Party within three (3) days after the receipt of such proposed disclosure.

(c) Other than the press release set forth in Exhibit B, and except for public disclosures under Section 8.5(b), the Parties agree that any other news release or other public announcement relating to this Agreement or the performance hereunder that would disclose information other than that already in the public domain, shall first be reviewed and approved by both Parties (with such approval not to be unreasonably withheld or delayed). The Parties agree that after a disclosure pursuant to Section 8.5(b), or after a press release (including the initial press release) or other public announcement pursuant to this Section 8.5(c) has been reviewed and approved by the other Party, the disclosing Party may make subsequent public disclosures reiterating such information without having to obtain the other Party's prior consent and approval.

8.6 Equitable Relief. Given the nature of the Confidential Information and the competitive damage that would result to a Party upon unauthorized disclosure, use or transfer of its Confidential Information to any Third Party, the Parties agree that monetary damages would not be a sufficient remedy for any breach of this Article 8. In addition to all other remedies, a Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Article 8.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties of Each Party. Each Party represents and warrants to the other Party as of the Effective Date that:

(a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) this Agreement has been duly executed by it and is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

9.2 Representations and Warranties by Aptose. Aptose represents and warrants to Ohm as of the Effective Date that it has the right to grant the license granted to Ohm under Section 2.1 and it has not granted any license, option, right or interest in, to or under the Aptose IP to any Third Party that is inconsistent with the license granted to Ohm under Section 2.1.

9.3 Representations and Warranties by Ohm. Ohm represents and warrants to Aptose as of the Effective Date that it has the right to grant the rights granted to Aptose under Sections 2.3 and 2.4 and it has not granted any rights to any Third Party that are inconsistent with such rights granted to Aptose..

9.4 No Other Warranties. EXCEPT AS EXPRESSLY STATED IN THIS ARTICLE 8, (A) NO REPRESENTATION, CONDITION OR WARRANTY WHATSOEVER IS MADE OR GIVEN BY OR ON BEHALF OF OHM OR APTOSE; AND (B) ALL OTHER CONDITIONS AND WARRANTIES WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING ANY CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

ARTICLE 10

INDEMNIFICATION

10.1 Indemnification by Aptose. Aptose shall indemnify, defend and hold Ohm, its Affiliates and their respective officers, directors, agents and employees ("**Ohm Indemnitees**") harmless from and against Losses incurred as a result of any Claims against them to the extent arising or resulting from (a) the negligence or willful misconduct of any of the Aptose Indemnitees; (b) the breach of any of the warranties or representations made by Aptose to Ohm under this Agreement; or (c) the breach by Aptose of its obligations pursuant to this Agreement; except, in each case (a)-(c), to the extent such Claims result from the breach by Ohm of any covenant, representation, warranty or other agreement made by Ohm in this Agreement or the negligence or willful misconduct of any Ohm Indemnitee.

10.2 Indemnification by Ohm. Ohm shall indemnify, defend and hold Aptose, its Affiliates and their respective officers, directors, agents and employees ("**Aptose Indemnitees**") harmless from and against Losses incurred as a result of any Claims against them to the extent arising or resulting from (a) the Development, Manufacture or Commercialization of Licensed Compounds and Products by or on behalf of Ohm or any of its Affiliates or sublicensees; (b) the negligence or willful misconduct of any of the Ohm Indemnitees; (c) the breach of any of the warranties or representations made by Ohm to Aptose under this Agreement; or (d) the breach by Ohm of its obligations pursuant to this Agreement; except, in each case (a)-(d), to the extent such Claims result from the breach by Aptose of any covenant, representation, warranty or other agreement made by Aptose in this Agreement or the negligence or willful misconduct of any Aptose Indemnitee.

10.3 Indemnification Procedure. If either Party is seeking indemnification under Sections 10.1 or 10.2 (the **"Indemnified Party"**), it shall inform the other Party (the **"Indemnifying Party"**) of the Claim giving rise to the obligation to indemnify pursuant to such Section as soon as reasonably practicable after receiving notice of the Claim. The Indemnifying Party shall have the right to assume the defense of any such Claim for which it is obligated to indemnify the Indemnified Party. The Indemnified Party shall cooperate with the Indemnifying Party and the Indemnifying Party's insurer as the Indemnifying Party may reasonably request, and at the Indemnifying Party's cost and expense. The Indemnified Party shall have the right to participate, at its own expense and with counsel of its choice, in the defense of any Claim that has been assumed by the Indemnifying Party. Neither Party shall have the obligation to indemnify the other Party in connection with any settlement made without the Indemnifying Party's written consent, which consent shall not be unreasonably withheld or delayed. If the Parties cannot agree as to the application of Section 10.1 or 10.2 as to any Claim, pending resolution of the dispute pursuant to Section 12.5, the Parties may conduct separate defenses of such Claims, with each Party retaining the right to claim indemnification from the other Party in accordance with Section 10.1 or 10.2 upon resolution of the underlying Claim.

10.4 **Mitigation of Loss.** Each Indemnified Party shall take and shall procure that its Affiliates take all such reasonable steps and action as are reasonably necessary or as the Indemnifying Party may reasonably require in order to mitigate any Claims (or potential Losses) under this Article 10. Nothing in this Agreement shall or shall be deemed to relieve any Party of any common law or other duty to mitigate any losses incurred by it.

10.5 **Insurance**. Ohm shall procure and maintain insurance, including product liability insurance, with respect to its activities hereunder that is consistent with normal business practices of prudent companies similarly situated at all times during which any Product is being clinically tested in human subjects or commercially distributed or sold. Ohm shall provide Aptose with evidence of such insurance upon request and shall provide Aptose with written notice at least sixty (60) days prior to the cancellation, non-renewal or material changes in such insurance. Such insurance shall not be construed to create a limit of Ohm's liability with respect to its indemnification obligations under this Article 10.

10.6 **Clarification**. The Parties and LALS agree that the indemnification obligations under Article 14 of the MSA do not apply to any activities conducted under this Agreement.

ARTICLE 11

TERM AND TERMINATION

11.1 **Term.** The term of this Agreement shall commence upon the Effective Date and continue in full force and effect until the expiration of all payment obligations of Ohm, unless earlier terminated as set forth in Section 11.2 below (the "**Term**").

11.2 **Termination.**

(a) **Termination by Ohm for Convenience.** At any time, Ohm may terminate this Agreement by providing written notice of termination to Aptose, which notice includes an effective date of termination at least thirty (30) days after the date of the notice.

(b) Termination for Material Breach. If either Party believes that the other is in breach of its material obligations hereunder, then the non-breaching Party may deliver notice of such breach to the other Party. For all breaches other than a failure to make a payment as set forth in this Agreement, the allegedly breaching Party shall have sixty (60) days from such notice to dispute or cure such breach. For any breach arising from a failure to make a payment set forth in this Agreement, the allegedly breaching Party shall have thirty (30) days from the receipt of the notice to dispute or cure such breach. If the Party receiving notice of breach fails to cure that breach within the applicable period set forth above, then the Party originally delivering the notice of breach may terminate this Agreement effective on written notice of termination to the other Party.

(c) Termination for Patent Challenge. Except to the extent the following is unenforceable under the laws of a particular jurisdiction, Aptose may terminate this Agreement upon written notice to Ohm if Ohm or its Affiliates or sublicensees, individually or in association with any other Person, commences a legal action challenging the validity, enforceability or scope of any Aptose Patents.

11.3 Effect of Termination. Upon the termination of this Agreement for any reason, all licenses and other rights granted to Ohm under the Aptose IP shall terminate and all sublicenses granted by Ohm shall terminate, and the following shall apply:

(a) License to Aptose. Ohm hereby grants to Aptose, effective upon such termination, an exclusive, royalty-free, fully-paid, sublicenseable (through multiple tiers) license under the Ohm IP to Develop, make, have made, import, offer for sale, sell and otherwise Commercialize Licensed Compounds and Products in the Territory.

(b) Regulatory Materials; Data. Ohm shall promptly transfer and assign to Aptose, at no cost to Aptose, all Regulatory Materials and Regulatory Approvals for the Products, all data from non-clinical and clinical studies conducted by or on behalf of Ohm, its Affiliates or sublicensees on Licensed Compounds and Products (including all notebooks), and all pharmacovigilance data (including all adverse event databases) on Licensed Compounds and Products. Ohm shall complete such transfer within sixty (60) days after the effective date of termination.

(c) Trademarks. Ohm shall transfer and assign, and shall ensure that its Affiliates transfer and assign, to Aptose, at no cost to Aptose, all Product Marks and any applications therefor (excluding any such marks that include, in whole or part, any corporate name or logos of Ohm or its Affiliates or sublicensees).

(d) Inventory. Within sixty (60) days after the effective date of termination, Ohm shall deliver to Aptose all inventory (if any, and to the extent applicable) of Licensed Compounds and Products (including all research materials, final product, bulk drug substance, intermediates, work-in-process, formulation materials, reference standards, drug product clinical reserve samples, packaged retention samples and the like), in each case owned by Ohm (or its Affiliate) and in Ohm's (or its Affiliate's) possession or control. Unless this Agreement is terminated by Ohm pursuant to Section 11.2(a), Aptose shall reimburse Ohm for its cost of goods for manufacturing or having manufactured such inventory.

(e) Transition Assistance.

(i) Ohm shall promptly return to Aptose, and in any event within sixty (60) days after the effective date of termination, at no cost to Aptose, all Know-How, data, materials and other Confidential Information transferred by Aptose to Ohm under or in anticipation of entry into this Agreement.

(ii) Ohm shall, upon Aptose's request, supply Licensed Compounds and Products in the then-current form to Aptose at cost (without markup) for a reasonable period of time until Aptose establishes an alternative supplier, and in any event for at least twelve (12) months, and shall reasonably assist Aptose in establishing an alternative supplier for such Licensed Compound and Product.

(iii) Upon Aptose's request, Ohm shall assign or sublicense to Aptose any license agreements with respect to the Products in the Territory and any agreements or arrangement with Third Party vendors pertaining to the Development, Manufacture or Commercialization of Products in the Territory.

(iv) Ohm shall, at Aptose's request, provide reasonable technical assistance, including assistance with any inquiries and correspondence with Regulatory Authorities relating to any Product, for a period of twelve (12) months after the effective date of termination, and transfer all Ohm Know-How relating to Licensed Compounds or Products, including study protocols, study results, analytical methodologies, CMC information (including bulk and final product manufacturing processes, batch records, vendor information and validation documentation), expert opinions and analyses, to Aptose or its designee.

(v) If at the time of the notice of termination, Ohm is conducting any clinical trials for a Product, then, at Aptose's election on a trial-by-trial basis: (A) Ohm shall fully cooperate with Aptose to transfer the conduct of all such clinical trials to Aptose, according to a transition plan to be developed by the Parties, and Aptose shall assume any and all liability for such clinical trials after the effective date of such termination (except to the extent arising from any act or omission by Ohm, its Affiliates or their respective employees, agents and contractors), provided that Ohm shall continue to bear all costs and expenses incurred in connection with the conduct of such clinical trials until the earlier of the completion of such trial or one hundred and eighty (180) days after the effective date of termination; or (B) Ohm shall, at its expense, orderly wind down the conduct of any such clinical trial that is not assumed by Aptose under clause (A).

(vi) In addition to the foregoing, Ohm shall use reasonable efforts with respect to those activities for which it is responsible to ensure orderly transition and uninterrupted Development, Manufacturing and Commercialization of Products by Aptose and to enable Aptose to enter into an agreement with a Third Party to continue these activities with minimal disruption and delay.

11.4 Survival. Expiration or termination of this Agreement shall not relieve the Parties of any obligation accruing prior to such expiration or termination. Without limiting the foregoing, the provisions of Articles 8, 10 and 12 and Sections 6.7, 6.8, 6.9, 7.1, 9.4, 11.3, 11.4 and 11.5 shall survive the expiration or termination of this Agreement.

11.5 Termination Not Sole Remedy. Termination is not the sole remedy under this Agreement and, whether or not termination is effected and notwithstanding anything contained in this Agreement to the contrary, all other remedies shall remain available except as agreed to otherwise herein.

ARTICLE 12

GENERAL PROVISIONS

12.1 Assignment. This Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be assigned or transferred, by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without consent of the other Party, assign this Agreement and its rights and obligations hereunder in whole or in part to an Affiliate of such Party, or in whole to its successor in interest in connection with its merger, acquisition or the sale of all or substantially all of its stock or its assets to which this Agreement relates. Any attempted assignment not in accordance with this Section 12.1 shall be null and void and of no legal effect. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns.

12.2 Severability. If any one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affects the substantive rights of the Parties. The Parties shall in such an instance use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of this Agreement.

12.3 Notices. All notices which are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by facsimile (and promptly confirmed by personal delivery, registered or certified mail or overnight courier), sent by internationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Aptose:

Aptose Biosciences Inc.
12770 High Bluff Drive, Suite 120
San Diego, CA 92130
Attn: William G. Rice Ph.D. (or subsequent Chief Executive Officer)
Email: wrice@aptose.com

with a copy to (which shall not constitute notice):

Aptose Biosciences Inc.
12770 High Bluff Drive, Suite 120
San Diego, CA 92130
Attn: Gregory Chow (or subsequent Chief Financial Officer)
Email: gchow@aptose.com

If to Ohm:

Ohm Oncology Inc.
2405 Robert Browning Street
Austin, TX 78723
Attn: Ajit Gil, President & CEO

with a copy to (which shall not constitute notice):

Laxai Avanti Life Science Pvt. Ltd.
Building 900, MN Park, Synergy Square 1
Genome Valley, Turkapally
Shameerpet
Hyderabad – 500078, Telangana
India
Attn: Vamsidhar Maddipatla, President

or to such other address(es) as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such notice shall be deemed to have been given: (a) when delivered if personally delivered or sent by facsimile on a business day (or if delivered or sent on a non-business day, then on the next business day); (b) on the business day after dispatch if sent by internationally-recognized overnight courier; or (c) on the fifth (5th) business day following the date of mailing, if sent by mail.

12.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to any rules of conflict of laws.

12.5 Dispute Resolution

(a) Objective. The Parties recognize that disputes as to matters arising under or relating to this Agreement or either Party's rights and obligations hereunder may arise from time to time. It is the objective of the Parties to establish procedures to facilitate the resolution of such disputes in an expedient manner by mutual cooperation and without resort to litigation. To accomplish this objective, the Parties agree to follow the procedures set forth in this Section 12.5 to resolve any such dispute if and when it arises.

(b) Resolution by Executive Officers. If an unresolved dispute as to matters arising under or relating to this Agreement or either Party's rights and obligations hereunder arises, either Party may refer such dispute to the Executive Officers, who shall meet in person or by telephone within thirty (30) days after such referral to attempt in good faith to resolve such dispute. If such matter cannot be resolved by discussion of such officers within such thirty (30)-day period, or such other time period as the Parties may agree in writing, such dispute shall be resolved in accordance with Section 12.5(c).

(c) Arbitration.

(i) If the Parties do not resolve a dispute as provided in Section 12.5(b), and a Party wishes to pursue the matter, each such dispute that is not an Excluded Claim (defined below) shall be resolved by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") as then in effect (the "**ICC Rules**"), which ICC Rules are deemed to be incorporated by reference into this clause, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. The decision rendered in any such arbitration will be final and not appealable.

(ii) The arbitration shall be conducted by a panel of three (3) arbitrators appointed in accordance with the ICC Rules, none of whom shall be a current or former employee or director, or a then-current stockholder, of either Party, their respective Affiliates or any sublicensee. The place of arbitration shall be San Diego, California, U.S., and all proceedings and communications shall be in English.

(iii) It is the intention of the Parties that discovery, although permitted as described herein, will be limited except in exceptional circumstances. The arbitrators will permit such limited discovery necessary for an understanding of any legitimate issue raised in the arbitration, including the production of documents. No later than thirty (30) days after selection of the arbitrators, the Parties and their representatives shall hold a preliminary meeting with the arbitrators, to mutually agree upon and thereafter follow procedures seeking to assure that the arbitration will be concluded within six (6) months from such meeting. Failing any such mutual agreement, the arbitrators will design and the Parties shall follow procedures to such effect.

(iv) Either Party may apply to the arbitrators for interim injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any injunctive or provisional relief necessary to protect the rights or property of that Party pending the arbitration award. The arbitrators shall have no authority to award punitive or any other non-compensatory damages, except as may be permitted by Section 12.7. The arbitrators shall have the power to order that all or part of the legal or other costs incurred by a Party in connection with the arbitration be paid by the other Party. Each Party shall bear an equal share of the arbitrators' and any administrative fees of arbitration.

(v) Except to the extent necessary to confirm or enforce an award or as may be required by applicable Law, neither a Party nor an arbitrator may disclose the existence, content, or results of an arbitration without the prior written consent of both Parties. In no event shall an arbitration be initiated after the date when commencement of a legal or equitable proceeding based on the dispute, controversy or claim would be barred by the applicable New York statute of limitations.

(vi) As used in this Section, the term "**Excluded Claim**" means a dispute, controversy or claim that concerns (A) the validity, enforceability or infringement of a patent, trademark or copyright; or (B) any antitrust, anti-monopoly or competition law or regulation, whether or not statutory.

12.6 Foreign Corrupt Practices Act Compliance

(a) Ohm covenants to Aptose as follows:

(i) In the performance of its obligations under this Agreement, Ohm shall comply and shall cause its and its Affiliates' and sublicensees' employees and contractors to comply with all applicable Laws, including applicable Anti-Corruption Laws.

(ii) Ohm and its and its Affiliates' and sublicensees' employees and contractors shall not, in connection with the performance of their respective obligations under this Agreement, directly or indirectly through Third Parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of, anything of value to a Public Official or Entity or other person for purposes of obtaining or retaining business for or with, or directing business to, any person, including, without limitation, either Party (and Ohm represents and warrants that as of the Effective Date, Ohm's and its Affiliates' employees and contractors have not directly or indirectly promised, offered or provided any corrupt payment, gratuity, emolument, bribe, kickback, illicit gift or hospitality or other illegal or unethical benefit to a Public Official or Entity or any other person in connection with the performance of Ohm's obligations under this Agreement, and Ohm covenants that it and its Affiliates' employees and contractors shall not, directly or indirectly, engage in any of the foregoing).

(iii) Ohm and its Affiliates and sublicensees, and their respective employees and contractors, in connection with the performance of their respective obligations under this Agreement, shall not cause Aptose or its Affiliates or their respective directors, officers, employees or agents to be in violation of the FCPA, Export Control Laws, or any other applicable Laws, including applicable Anti-Corruption Laws, or otherwise cause any reputational harm to Aptose.

(iv) Ohm shall promptly notify Aptose if it has any information or suspicion that there may be a violation of the FCPA, Export Control Laws, or any other applicable Laws, including applicable Anti-Corruption Laws, in connection with the performance of this Agreement or the Development, manufacture or Commercialization of any Product in the Territory.

(v) In connection with the performance of its obligations under this Agreement, Ohm shall comply and shall cause its and its Affiliates' employees and contractors to comply with Ohm's own anti-corruption and anti-bribery policy, a copy of which will be provided to Aptose upon request.

(vi) Aptose will have the right, upon reasonable prior written notice and during Ohm's regular business hours, to audit Ohm's books and records in the event that a suspected violation of any of the representations, warranties or covenants in this Section 12.6(a) needs to be investigated.

(vii) In the event that Ohm has violated or has been suspected of violating any of the representations, warranties or covenants in this Section 12.6(a), Ohm will cause its or its Affiliates' personnel or others working under its direction or control to submit to periodic training that Ohm will provide on anti-corruption law compliance.

(viii) Ohm will, at Aptose's request, annually certify to Aptose in writing Ohm's compliance, in connection with the performance of Ohm's obligations under this Agreement, with the representations, warranties or covenants in this Section 12.6(a).

(b) Aptose shall have the right to suspend or terminate this Agreement in its entirety if there is a credible finding of a Governmental Authority, after a reasonable investigation, that Ohm, in connection with its performance under this Agreement, has violated the FCPA or any other applicable Anti-Corruption Laws.

12.7 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 12.7 IS INTENDED TO OR SHALL LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTION 10.1 OR 10.2, OR DAMAGES AVAILABLE FOR A PARTY'S BREACH OF OBLIGATIONS IN ARTICLE 8.

12.8 Guarantee by LALS. In consideration of the rights granted hereunder, LALS hereby unconditionally and irrevocably guarantees to Aptose the full payment and performance by Ohm, as and when due hereunder, of all obligations of Ohm under this Agreement. This guarantee shall be enforceable upon the failure by Ohm to pay or perform any obligation it may have under this Agreement in accordance with its terms, and shall be effective regardless of the solvency or insolvency of Ohm at any time, the extension or modification of the obligations of this Agreement by operation of law, or the subsequent reorganization, merger, consolidation or other restructuring of Ohm. LALS hereby expressly waives any requirement that Aptose exhaust any right, power or remedy under this Agreement, or proceed against Ohm under this Agreement, for any obligation or performance hereunder prior to proceeding directly against LALS under this Section 12.8.

12.9 Entire Agreement; Amendments. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. Any other express or implied agreements and understandings, negotiations, writings and commitments, either oral or written, with respect to the subject matter hereof are superseded by the terms of this Agreement. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties hereto.

12.10 Headings. The captions to the several Articles, Sections and subsections hereof are not a part of this Agreement, but are merely for convenience to assist in locating and reading the several Articles and Sections hereof.

12.11 Independent Contractors. It is expressly agreed that Aptose and Ohm shall be independent contractors and that the relationship between the two Parties shall not constitute a partnership, joint venture or agency. Neither Aptose nor Ohm shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior written consent of the other Party.

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

12.13 Cumulative Remedies. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under law.

12.14 Waiver of Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement shall be construed against the drafting Party shall not apply.

12.15 Business Day Requirements. In the event that any notice or other action or omission is required to be taken by a Party under this Agreement on a day that is not a business day then such notice or other action or omission shall be deemed to be required to be taken on the next occurring business day.

12.16 Translations. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the Parties. All communications and notices to be made or given pursuant to this Agreement, and any dispute proceeding related to or arising hereunder, shall be in the English language. If there is a discrepancy between any translation of this Agreement and this Agreement, this Agreement shall prevail.

12.17 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as necessary or appropriate in order to carry out the purposes and intent of this Agreement.

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

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IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Aptose Biosciences Inc.

By: /s/ William G. Rice, Ph.D.

Name: William G. Rice, Ph.D.

Title: Chairman, President & CEO

Ohm Oncology Inc.

By: /s/ Ajit Gill

Name: Ajit Gill

Title: President & CEO

Solely for purposes of Sections 10.6 and 12.8:

Laxai Avanti Life Science Pvt. Ltd.

By: /s/ Vamsidhar Maddipatla

Name: Vamsidhar Maddipatla

Title: President

LIST OF EXHIBITS

Exhibit A: Aptose Patents
Exhibit B: Press Release

Exhibit 31.1

Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, William G. Rice, certify that:

1. I have reviewed this Amendment No. 3 to Annual Report on Form 10-K/A of Aptose Biosciences Inc.; and

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 22, 2019

/s/ William G. Rice, Ph.D.
Name: William G. Rice, Ph.D.
Title: President and Chief Executive Officer

Exhibit 31.2

Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Gregory K. Chow, certify that:

1. I have reviewed this Amendment No. 3 to Annual Report on Form 10-K/A of Aptose Biosciences Inc.; and

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 22, 2019

/s/ Gregory K. Chow
Name: Gregory K. Chow
Title: Senior Vice President and Chief Financial Officer