As confidentially submitted to the Securities and Exchange Commission on July 7, 2020. This Amendment No. 2 to the draft registration statement has not been publicly filed with the Securities and Exchange Commission and all information herein remains confidential.

Registration No. 333-

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

FORM S-1
REGISTRATION STATEMENT
Under
The Securities Act of 1933

Checkmate Pharmaceuticals, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**2836**	**36-4813934**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

245 Main Street, 2nd Floor
Cambridge, MA 02142
(617) 682-3625
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Barry Labinger
Chief Executive Officer
245 Main Street, 2nd Floor
Cambridge, MA 02142
(617) 682-3625
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Mitchell Bloom, Esq. **Benjamin Marsh, Esq.** **Goodwin Procter LLP** **100 Northern Avenue** **Boston, MA 02210** **(617) 570-1000**	**Kleem Chaudhary, Ph.D.** **Chief Business Officer** **245 Main Street, 2nd Floor** **Cambridge, MA 02142** **(617) 682-3625**	**Peter N. Handrinos, Esq.** **Wesley C. Holmes, Esq.** **Latham & Watkins LLP** **200 Clarendon Street** **Boston, MA 02116** **(617) 948-6000**

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

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, check the following box. ☐

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

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

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

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

Large Accelerated Filer ☐ Accelerated Filer ☐ Non-Accelerated Filer ☒ Smaller Reporting Company ☒
Emerging Growth Company ☒

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

CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be Registered	**Proposed Maximum Aggregate Offering Price(1)(2)**	**Amount of Registration Fee**
Common Stock, par value $0.0001 per share		

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Includes the offering price of shares that the underwriters may purchase pursuant to an option to purchase additional shares.

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

Explanatory Note

This Amendment No. 2 to the Draft Registration Statement on Form S-1 of Checkmate Pharmaceuticals, Inc. is to amend the exhibit index and to submit exhibits 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12. Accordingly, this Amendment No. 2 consists only of the facing page, this explanatory note, Part II, including the signature page and the exhibit index, and the exhibits filed herewith. This Amendment No. 2 does not contain a copy of the prospectus that was included in the Draft Registration Statement on Form S-1, as amended by Amendment No. 1 and is not intended to amend or delete any part of the prospectus.

Part II

Information not required in prospectus

Item 13. Other expenses of issuance and distribution.

The following table sets forth the fees and expenses, other than underwriting discounts and commissions, payable in connection with the registration of the common stock hereunder. All amounts are estimates except the SEC registration fee, FINRA filing fee and The Nasdaq Global Market listing fee.

	Amount to be paid
SEC registration fee	$ *
FINRA filing fee	*
Nasdaq Global Market listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees and expenses	*
Miscellaneous	*
Total	*

* To be provided by amendment.

Item 14. Indemnification of directors and officers.

Section 145 of the Delaware General Corporation Law (the "DGCL") authorizes a corporation to indemnify its directors and officers against liabilities arising out of actions, suits and proceedings to which they are made or threatened to be made a party by reason of the fact that they have served or are currently serving as a director or officer to a corporation. The indemnity may cover expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by the director or officer in connection with any such action, suit or proceeding. Section 145 permits corporations to pay expenses (including attorneys' fees) incurred by directors and officers in advance of the final disposition of such action, suit or proceeding. In addition, Section 145 provides that a corporation has the power to purchase and maintain insurance on behalf of its directors and officers against any liability asserted against them and incurred by them in their capacity as a director or officer, or arising out of their status as such, whether or not the corporation would have the power to indemnify the director or officer against such liability under Section 145.

We have adopted provisions in our certificate of incorporation to be in effect upon the completion of this offering and bylaws to be in effect upon the effectiveness of this registration statement that limit or eliminate the personal liability of our directors to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended. Consequently, a director will not be personally liable to us or our stockholders for monetary damages or breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any unlawful payments related to dividends or unlawful stock purchases, redemptions or other distributions; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not alter director liability under the federal securities laws and do not affect the availability of equitable remedies such as an injunction or rescission.

In addition, our bylaws provide that:

- we will indemnify our directors, officers and, in the discretion of our board of directors, certain employees to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended; and

- we will advance reasonable expenses, including attorneys' fees, to our directors and, in the discretion of our board of directors, to our officers and certain employees, in connection with legal proceedings relating to their service for or on behalf of us, subject to limited exceptions.

We have entered into indemnification agreements with each of our directors and intend to enter into such agreements with our executive officers. These agreements provide that we will indemnify each of our directors, our executive officers and, at times, their affiliates to the fullest extent permitted by Delaware law. We will advance expenses, including attorneys' fees (but excluding judgments, fines and settlement amounts), to each indemnified director, executive officer or affiliate in connection with any proceeding in which indemnification is available and we will indemnify our directors and officers for any action or proceeding arising out of that person's services as a director or officer brought on behalf of us or in furtherance of our rights. Additionally, certain of our directors or officers may have certain rights to indemnification, advancement of expenses or insurance provided by their affiliates or other third parties, which indemnification relates to and might apply to the same proceedings arising out of such director's or officer's services as a director referenced herein. Nonetheless, we have agreed in the indemnification agreements that our obligations to those same directors or officers are primary and any obligation of such affiliates or other third parties to advance expenses or to provide indemnification for the expenses or liabilities incurred by those directors are secondary.

We also maintain general liability insurance which covers certain liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers, including liabilities under the Securities Act of 1933, as amended (the "Securities Act").

The underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification of us and our directors and officers by the underwriters against certain liabilities under the Securities Act and the Securities Exchange Act of 1934.

Item 15. Recent Sales of Unregistered Securities

In the three years preceding the filing of this registration statement, we have issued the following securities that were not registered under the Securities Act:

(a) Issuances of Capital Stock

In February 2017, certain investors purchased an aggregate amount of 5,000,000 shares of our Series A preferred stock for approximately $5,000,000 at $1.00 per share.

In June 2017, with subsequent offerings in November 2018, March 2019, August 2019 and January 2020, certain investors purchased an aggregate of 29,972,284 shares of our Series B preferred stock for approximately $64,999,993 at $2.17 per share.

In June 2020, we sold an aggregate of 46,828,167 shares of our Series C preferred stock at a purchase price of $1.6016 per share for an aggregate amount of approximately $75.0 million. In connection with the Series C financing, we issued an additional 6,295,756 shares of Series C preferred stock in exchange for previously issued convertible notes with a face amount of $10.0 million and accrued interest of approximately $83 thousand.

In connection with the Series C financing, the conversion price of the Series B was decreased from $2.16867 to $1.9319 such that the rate at which shares of Series B may be converted into shares of common stock was adjusted from 1:1 to 1.12256:1.

No underwriters were involved in the foregoing sales of securities. The sales of securities described above were deemed to be exempt from registration pursuant to Section 4(a)(2) of the Securities Act, including Regulation D and Rule 506 promulgated thereunder, as transactions by an issuer not involving a public offering. All of the purchasers in these transactions represented to us in connection with their purchase that they were acquiring the securities for investment and not distribution, that they could bear the risks of the investment and could hold the securities for an indefinite period of time. Such purchasers received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration or an available exemption from such registration. All of the foregoing securities are deemed restricted securities for the purposes of the Securities Act.

(b) Grants and Exercises of Stock Options

We have granted stock options to purchase an aggregate of 8,780,670 shares of our common stock, net of forfeitures and cancellations with exercise prices ranging from $0.126 to $0.35 per share, to certain employees, directors and consultants pursuant to the 2015 Stock Incentive Plan. Through the date of filing, 582,292 shares of common stock have been issued upon the exercise of stock options pursuant to the 2015 Plan.

The issuances of the securities described above were deemed to be exempt from registration pursuant to Section 4(a)(2) of the Securities Act or Rule 701 promulgated under the Securities Act as transactions pursuant to compensatory benefit plans. The shares of common stock issued upon the exercise of options are deemed to be restricted securities for purposes of the Securities Act.

Item 16. Exhibits and financial statement schedules.

(a) Exhibits

Exhibit number	Description
1.1*	Form of Underwriting Agreement.
3.1**	Third Amended and Restated Certificate of Incorporation of the Registrant, as amended, as currently in effect.
3.2*	Form of Amended and Restated Certificate of Incorporation of Registrant, to be in effect prior to the completion of this offering.
3.3**	Amended and Restated Bylaws of the Registrant, as currently in effect.
3.4*	Form of Second Amended and Restated Bylaws of the Registrant, to be in effect prior to the completion of this offering.
4.1*	Specimen Common Stock Certificate.
4.2**	Amended and Restated Investors' Rights Agreement among the Registrant and certain of its stockholders, dated June 9, 2020.
5.1*	Opinion of Goodwin Procter LLP.
10.1#*	2015 Stock Option and Grant Plan, amendments thereto, and form of award agreements thereunder.
10.2#*	2020 Stock Option and Grant Plan, and form of award agreements thereunder.
10.3#*	2020 Employee Stock Purchase Plan.
10.4#*	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.

Exhibit number	Description
10.5#*	2020 Senior Executive Cash Bonus Plan.
10.6#*	Non-Employee Director Compensation Policy.
10.7†	License Agreement among the Registrant and Cytos Biotechnology Ltd, dated June 17, 2015.
10.8†	Amendment No. 1 to the License Agreement among Kuros Biosciences AG (formerly Cytos Biotechnology, LTD), dated August 15, 2017.
10.9†	Amendment No. 2 to the License Agreement among Kuros Biosciences AG (formerly Cytos Biotechnology, LTD), dated January 5, 2018.
10.10†	Master Services Agreement with Fujifilm among the Registrant and FujiFilm Diosynth Biotechnologies UK Limited, dated September 25, 2015.
10.11†	Clinical Trial Collaboration and Supply Agreement among the Registrant and Ares Trading S.A. and Pfizer, Inc., dated August 22, 2018.
10.12†	Amendment No. 1 to the Clinical Trial Collaboration and Supply Agreement among the Registrant and Ares Trading S.A. and Pfizer, Inc., dated March 4, 2019.
10.13*	Cambridge Innovation Center Service Agreement, among the Registrant and CIC Innovation Communities, LLC, dated May 26, 2015.
10.14#**	Employment Agreement between the Registrant and Barry Labinger, dated November 26, 2018.
10.15#**	Employment Agreement between the Registrant and Kleem Chaudhary, dated October 14, 2019.
10.16#**	Employment Agreement between the Registrant and Karen Brennan, dated June 13, 2017.
10.17#**	Employment Agreement between the Registrant and Art Krieg, dated July 14, 2015.
10.18#**	Executive Employment Agreement by and between the Registrant and James Wooldridge, dated September 19, 2019.
10.19#**	Consulting Agreement between the Registrant and Danforth Advisors LLC, dated June 5, 2019.
21.1**	List of Subsidiaries of the Registrant.
23.1*	Consent of KPMG LLP, independent registered public accounting firm.

* To be filed by amendment.
** Previously filed.
# Indicates a management contract or any compensatory plan, contract or arrangement.
† Portions of this exhibit (indicated by asterisks) will be omitted in accordance with the rules of the Securities and Exchange Commission. Omitted material for which confidential treatment will be requested will be filed separately with the Securities and Exchange Commission.

(b) Financial Statements Schedules:

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act, or the Act, may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or

paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a directors, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(2) For purposes of determining any liability under the Securities Act of 1933, the information omitted from a form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act, shall be deemed to be part of this registration statement as of the time it was declared effective.

(3) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(4) If the Registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

Signatures

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cambridge, State of Massachusetts, on the day of , 2020.

CHECKMATE PHARMACEUTICALS, INC.

By: _____
Name: Barry Labinger
Title: *President, Chief Executive Officer and Director*

Signatures and Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints and , and each of them, either of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents with full power of substitution and re-substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to sign any registration statement for the same offering covered by the registration statement that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or their substitute or substitutes, may lawfully do or cause to be done or by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended this registration statement has been signed by the following persons in the capacities indicated on the day of , 2020.

Name	Title
Barry Labinger	President, Chief Executive Officer and Director (Principal Executive Officer)
Kleem Chaudhary, Ph.D.	Chief Business Officer (Principal Financial Officer and Principal Accounting Officer)
Michael Powell, Ph.D.	Director (Chairman)
Peter Colabuono	Director
Keith Flaherty, M.D.	Director

Name	Title
Alan Fuhrman	Director
Oren Isacoff, M.D.	Director
Arthur M. Krieg, M.D.	Director
Nilesh Kumar, Ph.D.	Director

CERTAIN INFORMATION IDENTIFIED BY BRACKETED ASTERISKS ([* * *]) HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "**Agreement**") is dated as of June 17, 2015 (the "**Signing Date**") by and between Cytos Biotechnology Ltd. a Swiss company having a place of business at Wagistrasse 25, 8952 Schlieren, Switzerland ("**Licensor**"), and Checkmate Pharmaceuticals, LLC, having its registered office at 49 Trowbridge St. #3, Cambridge, MA 02138, USA ("**Checkmate**"). Licensor and Checkmate may be referred to herein as a "**Party**" or, collectively, as "**Parties**".

RECITALS:

WHEREAS, Licensor is engaged in the development of products based on its Qb VLP platform technology and owns certain intellectual property and know-how covering Licensed Compounds and Licensed Products;

WHEREAS, Checkmate is engaged in the research, development, and manufacturing of pharmaceutical products for the treatment of cancer and is interested in researching, developing, manufacturing and commercializing Licensed Products for the treatment of cancer

WHEREAS, Checkmate desires to license from Licensor and Licensor wishes to license to Checkmate, on an exclusive basis, the right to research, develop, manufacture and commercialize Licensed Compounds and Licensed Products in the Field.

NOW, THEREFORE, in consideration of the various promises and undertakings set forth herein, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

Unless otherwise specifically provided herein, the following terms shall have the following meanings:

1.1 "**Accounting Standards**" means, with respect to Checkmate, US GAAP (United States Generally Accepted Accounting Principles) and, with respect to Licensor, the IFRS (International Financial Reporting Standards), in each case, as generally and consistently applied throughout the Party's organization. Each Party shall promptly notify the other in writing in the event that it changes the Accounting Standards pursuant to which its records are maintained, it being understood that each Party may only use internationally recognized accounting principles (*e.g.*, IFRS, US GAAP, etc.).

1.2 "**Active Ingredient**" means any substance or mixture of substances intended to furnish pharmacological activity or other direct effect in the diagnosis, cure, mitigation, treatment or prevention of disease or lo affect the structure and function of the body.

1.3 "**Adverse Event**" means any serious " untoward medical occurrence in a patient or subject who is administered Licensed Product, but only if and to the extent that such serious untoward medical occurrence is required under Law s to be reported to applicable Regulatory Authorities.

1.4 "**Affiliate**" means a Person that controls, is controlled by or is under common control with a Party, but only for so long as such control exists. For the purposes of this Section 1.4, 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 the management and policies of such Person or 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 "**Bankruptcy Event**" means, with respect to a Party: (a) voluntary or involuntary proceedings by or against such Party that are instituted in bankruptcy under any insolvency law, which proceedings, if involuntary, shall not have been dismissed within sixty (60) days after the date of filing; (b) a receiver or custodian is appointed for such Party; (c) proceedings are instituted by or against such Party for corporate reorganization, dissolution, liquidation or winding-up of such Party, which proceedings, if involuntary, shall not have been dismissed within sixty (60) days after the date of filing; or (d) substantially all of the assets of such Party are seized or attached and not released within sixty (60) days thereafter.

1.6 "**Business Day**" means a day other than Saturday or Sunday on which banking institutions in New York, New York are open for business.

1.7 "**Calendar Quarter**" means each three (3) month period commencing January 1, April 1, July 1 or October 1 of any year; provided, however, that (a) the first Calendar Quarter of the Term shall extend from the Effective Date to the end of the first full Calendar Quarter thereafter, and (b) the last Calendar Quarter of the Term shall end upon the expiration or termination of this Agreement.

1.8 "**Calendar Year**" means the period beginning on the 1st of January and ending on the 31st of December of the same year; provided, however, that (a) the first Calendar Year of the Term shall commence on the Effective Date and end on December 31 of the same year and (b) the last Calendar Year of the Term shall commence on January 1 of the Calendar Year in which this Agreement terminates or expires and end on the date of termination or expiration of this Agreement.

1.9 "**Change of Control**" means, with respect to a Person: (a) a transaction or series of related transactions that results in the sale or other disposition of all or substantially all of such Person's assets: or (b) a merger or consolidation in which such Person is not the surviving corporation or in which, if such Person is the surviving corporation, the shareholders of such Person immediately prior to the consummation of such merger or consolidation do not,

immediately after consummation of such merger or consolidation, possess, directly or indirectly through one or more intermediaries, a majority of the voting power of all of the surviving entity's outstanding stock and other securities and the power to elect a majority of the members of such Person's board of directors; or (c) a transaction or series of related transactions (which may include a tender offer for such Person's stock or the issuance, sale or exchange of stock of such Person) if the shareholders of such Person immediately prior to the initial such transaction do not immediately after consummation of such transaction or any of such related transactions, own, directly or indirectly through one or more intermediaries, stock or other securities of the entity that possess a majority of the voting power of all of such Person's outstanding stock and other securities and the power to elect a majority of the members of such Person's board of directors.

1.10 "**Checkmate Royalty Term Patents**" means, any Checkmate Patents relating to the manufacturing of Series I Products filed within [***] following the Signing Date.

1.11 "**Combination Product**" means a product that includes a Licensed Compound and one or more other Active Ingredient(s) (that are not Licensed Compounds) and the Licensed Compound and such Active Ingredient(s) are: (a) physically, chemically or otherwise combined or mixed with Licensed Compounds and produced as a single entity; (b) packaged together in a single package or as a unit: or (c) packaged separately and according to their proposed labeling are for use only with each other, where both are required to achieve the intended use, indication, or effect.

1.12 "**Commercialization**" or "**Commercialize**" means any and all activities undertaken before and after Regulatory Approval of a Marketing Authorization Application for a Licensed Product and that relate to the marketing, promoting, distributing, importing or exporting for sale, offering for sale, and selling of Licensed Compounds or Licensed Products, and interacting with Regulatory Authorities regarding any of the foregoing.

1.13 "**Commercially Reasonable Efforts**" means: (a) with respect to the efforts to be expended by a Party with respect to any objective, (including but not limited to those set forth in (b) below) such reasonable and good faith efforts as such Part) would normally use to accomplish a similar objective under similar circumstances; and (b) with respect to any objective relating to Development or Commercialization of Licensed Compound or Licensed Product by a Party, the application by such Party, consistent with the exercise of its prudent scientific and business judgment, of diligent efforts and resources to fulfill the obligation in issue, consistent with the level of efforts such Party would devote to a product at a similar stage in its product life as Licensed Compound or Licensed Product and having profit potential and strategic value comparable to that of Licensed Compound or Licensed Product, taking into account, without limitation, commercial, legal and regulatory factors, target product profiles, product labeling, past performance, the regulatory environment and competitive market conditions in the therapeutic area, safety and efficacy of the Licensed Compound or Licensed Product, the strength of its proprietary position and such other factors as such Party may reasonably consider, all based on conditions then prevailing.

1.14 "**Confidential Information**" of a Party, means information relating to the business, operations or products of a Party or any of its Affiliates, including any Know-How, not known or generally available to the public, that such Party discloses to the other Party under this Agreement, or otherwise becomes known to the other Party by virtue of this Agreement.

1.15 "**Controlled**" means, with respect to (a) Intellectual Property or (b) biological, chemical or physical material, that a Party or one of its Affiliates owns or has a license or sublicense to such Patent Rights, Know-How or material (or in the case of material, has the right to physical possession of such material) and has the ability to grant a license or sublicense to, or assign its right, title and interest in and to, such Patent Rights, Know-How or material a provided for in this Agreement without violating the terms of any agreement or other arrangement with any Third Party.

1.16 "**Copyrights**" means (a) all copyrights and works of authorship, whether registered, published or unpublished or unregistered throughout the world; (b) any registrations and applications therefor; (c) rights to databases of any kind under the Laws of any jurisdiction; (d) all extensions and renewals thereof; and (e) any moral rights in or to the foregoing if available by Law of the applicable jurisdiction.

1.17 "**Cover**", "**Covering**" or "**Covered**" means, with respect to Licensed Product, that the using, selling, or offering for sale of Licensed Product would, but for a license granted in this Agreement under the Licensor Patent Rights, infringe a Valid Claim of the Licensor Patent Rights in the country in which the activity occurs.

1.18 "**CYT003**" means a Qb VLP as further described on Schedule 1.18.

1.19 "**Delivery System**" means a compound, device or mixture of compounds used to formulate the Licensed Compound for the delivery to target sites of pharmacological actions or to improve the pharmacological action of the Licensed Compound.

1.20 "**Development**" or "**Develop**" means, with respect to a Licensed Compound or Licensed Product, the performance of all preclinical and clinical development (including efficacy, toxicology, pharmacology, test method development and stability testing, process development, formulation development, quality control development, statistical analysis), clinical trials, manufacturing and regulatory activities that are required to obtain Regulatory Approval of such Licensed Compound or Licensed Product in the Territory.

1.21 "**Effective Date**" means the date the following condition is met: closing of a financing transaction (or a series of financing transactions) based on which Checkmate has received cash in the aggregate of [***]. If the Effective Date has not occurred within ninety (90) days following the Signing Date, this License Agreement shall be considered void.

1.22 "**EMA**" means the European Medicines Agency or a successor agency thereto.

1.23 "**Encumbrance**" means any pledge, charge, claim, encumbrance, security interest, mortgage, easement, lien, right of first refusal or similar restriction, including any restriction on use, transfer, receipt of income or exercise of any other attribute of ownership (whether arising by contract or by operation of Law).

1.24 "**European Commission**" means the authority within the European Union that has the legal authority to grant Regulatory Approvals in the European Union based on input received from the EMA or other competent Regulatory Authorities.

1.25 "**Executive Officers**" means, together, the Chief Executive Officer of Checkmate and the Chief Executive Officer of Licensor.

1.26 "**Existing Licenses**" means the existing license agreements between Licensor and [***], between Licensor and [***] between Licensor and [***].

1.27 "**FDA**" means the United States Food and Drug Administration or a successor federal agency thereto.

1.28 "**Field**" means the diagnosis, treatment and/or prevention of cancer in humans and animals.

1.29 "**First Commercial Sale**" means, on a country-by-country basis, the first commercial transfer or disposition for value of a Licensed Product in such country to a Third Party by Checkmate, or any of its Affiliates or Sublicensees after Regulatory Approval for such Licensed Product has been obtained in such country. Sales prior to receipt of Regulatory Approval for such Licensed Product, such as so-called "treatment IND sales," "named patient sales" and "compassionate or emergency use sales" shall not be construed as a First Commercial Sale.

1.30 "**Fiscal Year**" means Checkmate's fiscal year as may be changed from time to time and which is currently from January 1 to December 31.

1.31 "**Generic Equivalent**" means any product with the same active ingredient and administration route as the Licensed Product that is (i) bioequivalent to and/or biosimilar to the Licensed Product and that is and sold under an approved MAA pursuant to 21 U.S.C. § 3550) or 42 U.S.C. § 262(k). or pursuant to the applicable law of the relevant jurisdiction or (ii) is sold under an ANDA or NDA pursuant to the FDA act.

1.32 "**Intellectual Property**" means all rights in (a) Patent Rights, (b) trademarks and service marks (whether registered or not), trademark and service mark applications and registrations, trade names, trade dress, logos, slogans, (c) Copyrights, (d) Know-How, and (e) technology, software, trade secrets, rights in domain names and web pages, rights in designs, and other intellectual property rights, other than off-the-shelf computer programs, in all cases whether or not registered or registrable and including registrations and applications for registrations of these and rights to apply for same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

1.33 "**Know-How**" means any: (a) scientific or technical information, results and data of any type whatsoever, in any tangible or intangible form whatsoever, that is not in the public domain or otherwise publicly known, including discoveries, inventions, trade secrets, devices, databases, practices, protocols, regulatory filings, methods, processes (including manufacturing processes, specification and techniques), techniques, concepts, ideas, specifications, formulations, formulae, data (including pharmacological, biological, chemical, toxicological, clinical and analytical information, quality control, trial and stability data), case report forms, medical records,

data analyses, reports, studies and procedures, designs for experiments and tests and results of experimentation and testing (including results of research or development), summaries and information contained in submissions to and information from ethical committees, or Regulatory Authorities, and manufacturing process and development information, results and data, whether or not patentable, all to the extent not claimed or disclosed in a patent or patent application; and (b) compositions of matter, cells, cell lines, assays, animal models and physical, biological or chemical material, including drug substance samples, intermediates of drug substance samples, drug product samples and intermediates of drug product samples. “Know-How’’ includes any rights including copyright, database or design rights protecting such Know-How. “Know-How” excludes Patent Rights.

1.34 “**Knowledge**” means, with respect to a matter that is the subject of a given representation, or warranty of Licensor, the knowledge, information or belief of any officer or director of Licensor, or such other employee of Licensor who would reasonably be expected to have knowledge of the matter in question, has, or should reasonably be expected to have after making reasonable inquiry into the relevant subject matter. “Knowingly” means with Know ledge.

1.35 “**Law**” or “**Laws**” means any and all applicable laws of any jurisdiction which are applicable to any of the Parties or their respective Affiliates or (sub)licensees in carrying out activities hereunder or to which any of the Parties or their respective Affiliates or (sub)licensees in carrying out the activities hereunder is subject, that may be in effect from time to time, and shall include all statutes, enactments, acts of legislature, laws, ordinances, rules, regulations, notifications, guidelines, directions, directives and orders of any statutory authority, tribunal, board, or court or any central or state government or local authority or other governmental entity in such jurisdictions, including the International Conference on Harmonisation (ICH) guidance or other comparable regulation and guidance of any applicable Regulatory Authority in the Territory, as applicable.

1.36 “**Licensed Compound**” means any compound or biological product belonging to one of the three following series:

(a) **Series 1**: CYT003 (further described in Schedule 1.18)

(b) **Series 2**: a TLR9 Agonist, other than the G10 oligonucleotide contained in CYT003, packaged inside Qb VLPs

(c) **Series 3**: any TLR9 Agonist manufactured using the Licensor Technology (other than those in Series 1 and 2).

1.37 “**Licensed Compound Series**” means any one of the series of Licensed Compounds in Section 1.36—referred to individually in 1.36(a), (b) and (c).

1.38 “**Licensed Product**” means any product, in any dosage form, formulation, presentation or package configuration that is commercialized or undergoing research or preclinical or clinical development that contains or comprises one or more Licensed Compounds.

1.39 “**Licensor Copyrights**” means all Copyrights that are Controlled by Licensor or any of its Affiliates, as of the Effective Date or at any time’ thereafter during the Term and are necessary or useful in the research, Development, manufacture, use, or Commercialization of a Licensed Compound or Licensed Product.

1.40 "**Licensor Know-How**" means all Know-How that is Controlled by Licensor or any of its Affiliates, as of the Effective Date or at any time thereafter during the Term, and is necessary or useful in the research, Development, manufacture, use, or Commercialization of a Licensed Compound or Licensed Product. The Licensor Know-How shall include all Know-How identified in the Technology and Program Transfer Plan.

1.41 "**Licensor Materials**" means those certain materials identified in the Technology and Program Transfer Plan as available for transfer from Licensor to Licensee (either for a fee or free of charge).

1.42 "**Licensor Patents**" means all Patent Rights that are Controlled by Licensor or any of its Affiliates, as of the Effective Date or at any time thereafter during the Term, and that are necessary or useful for the research, Development, manufacture, use, or Commercialization of a Licensed Compound or Licensed Product or that otherwise claim or cover the Licensor Know-How (including, without limitation, Licensor's interest in and to any Patents covering Joint Inventions). Listed on Schedule 1.42 are all Licensor Patents existing as of the Effective Date. Licensor shall update Schedule 1.42 from time to time to include any new Patent Rights that come to be Controlled by Licensor or an) of its Affiliates al any time during the Term or after the Effective Date that are necessary or useful for the research, Development, manufacture, use, or Commercialization of a Licensed Compound or Licensed Product or that otherwise claim or cover the Licensor Know -How. Licensor Patents expressly exclude Patent Rights Controlled by an Affiliate of' Licensor who becomes an Affiliate through a merger or acquisition by or of Licensor, which Patent Rights were Controlled by such Affiliate immediately prior to such merger or acquisition (any such Patent Rights, collectively, the "**Post-Transaction Licensor Patents**").

1.43 "**Licensor Technology**" means the Licensor Copyrights, Licensor Patents, the Licensor Know-How and the Licensor Materials, and all other Intellectual Property rights Controlled by Licensor or any of its Affiliates at any time during the Term on or following the Effective Date that are necessary or useful for the research, Development, manufacture, use, or Commercialization of a Licensed Compound or Licensed Product.

1.44 "**Loss of Market Exclusivity**" means, with respect to any Licensed Product in any country, the following has occurred: (a) the Net Sales of such Licensed Product in that country in any Calendar Year are less than 50% of the Net Sales in any Calendar Year of such Licensed Product in that country immediately preceding the launch of a Generic Equivalent; and (b) the decline in such sales is attributable in material part to the marketing or sale in such country of a Generic Equivalent of such Licensed Product by a Third Party.

1.45 "**Marketing Authorization**" means all approvals from the relevant Regulatory Authority necessary to market and sell a Licensed Product in any country including pricing and pricing reimbursement approval.

1.46 "**Marketing Authorization Application**" or "**MAA**" shall mean an application or submission for Marketing Authorization of a pharmaceutical product filed with a Regulatory

Authority to obtain marketing approval for such pharmaceutical product in a country or group of countries, including all additions, deletions or supplements thereto, and as any and all such requirements may be amended, or supplanted, at any time. MAA as used herein shall include any New Drug Application ("**NDA**") filed under 21 U.S.C. § 355 and any Biologics License Application ("**BLA**") filed under 42 U.S.C. § 262.

1.47 "**Net Sales**" means the gross amounts received by Checkmate or any of its Affiliates or Sublicensees for sales of Licensed Product to independent or unaffiliated Third Party purchasers of such Licensed Product after deductions (provided, however, that such deductions are calculated in accordance with GAAP, consistently applied) for:

(a) trade, cash and quantity discounts, credits, and refunds (including by reason of rejection, return or recall of goods and rebates), other than early payment cash discounts;

(b) rebates, chargebacks and other similar allowances made, including with respect to sales paid for by any governmental or regulatory authority, such as, by way of illustration and not limitation, Federal or state Medicaid, Medicare or similar state program or equivalent foreign governmental program;

(c) retroactive price reductions and early payment discounts that an- actually allowed or granted:

(d) that portion of administrative fees paid during the relevant period of group purchasing organizations or pharmaceutical benefit managers relating to the Licensed Product;

(e) actual freight, postage, shipping and insurance expenses to the extent that such items are included in the invoiced amount;

(f) sales, import, export, excise, customs, and value added taxes, and duties imposed on the sale of Licensed Products;

(g) that portion of the annual fee on prescription drug manufacturers imposed by the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 (as amended) that Licensee or its Related Party, as applicable, allocates to the sales of Licensed Product in accordance with Checkmate's or its Affiliates' or Sublicensees' standard policies and procedures consistently applied across its products, as applicable; and

(h) invoiced amounts that are actually non-collectible and are written off as non-collectible for the sale of Licensed Products.

For clarification, sale of Licensed Product by Checkmate or any of its Affiliates to one another for resale to a Third Party shall not be deemed a sale for purposes of this definition of "Net Sales." Further, transfers or dispositions of Licensed Product: (i) in connection with patient assistance programs; (ii) for charitable or promotional purposes; (iii) for preclinical, clinical, regulatory or governmental purposes; or (iv) for use in any tests or studies reasonably necessary to comply with any Law, regulation or request by a Regulatory Authority shall not, in each case of (i) through (iv), be deemed sales of such Licensed Product for purposes of this definition of "Net Sales."

If a Licensed Product is sold as part of a Combination Product, the Net Sales of any such Licensed Product shall be determined by multiplying the Net Sales (as defined in this Section 1.47) by the fraction A/(A+B), where A is the weighted (by sales volume) average sales price of the Licensed Product when sold separately in finished form and B is the weighted (by sales volume) average sales price of the other product(s) or device(s) sold separately in finished form. In the event that such average sales price cannot be determined for both the Licensed Product and the other product(s) in combination, Net Sales for the purpose of determining royalty payments shall be calculated using the formula where A is the reasonably estimated commercial value of the Licensed Product sold separately in finished form and B is the reasonably estimated commercial value of the other product(s) or device(s) sold separately in finished form.

1.48 "**New Drug Application**" means an application filed with the FDA under applicable Laws to obtain Regulatory Approval in the United States for a new drug or biologic.

1.49 "**Patent Rights**" means: (a) all national, regional and international patents and patent applications, including provisional patent applications, (b) all patent applications continuations-in-part, provisionals, converted provisionals and continued prosecution applications, (c) any and all patents that have issued or in the future issue from the foregoing patent applications ((a) and (b)), including utility models, petty patents and design and certificates of invention, and (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications ((a), (b), and (c)).

1.50 "**Person**" means any natural person, corporation, Unit, business trust, joint venture, association, organization, company, partnership or other business entity, or any government or agency or political subdivision thereof

1.51 "**Phase I**" means a human clinical trial of a Licensed Product, the principal purpose of which is a preliminary determination of safety, tolerability, pharmacological activity or pharmacokinetics in healthy individuals or patients or similar clinical study prescribed by the Regulatory Authorities, including the trials referred to in 21 C.F.R. §312.2 l (a), as amended.

1.52 "**Phase 2**" means a human clinical trial of a Licensed Product, the principal purpose of which is a determination of efficacy in the target patient population, which is prospectively designed to generate sufficient data that may permit commencement of pivotal clinical trials, or a similar clinical study prescribed by the Regulatory Authorities, from time to time, pursuant to applicable Law or otherwise, including the trials referred to in 21 C.F.R. §312.2 l(b), as amended.

1.53 "**Phase 3**" means a human clinical trial of a Licensed Product on a sufficient number of subjects in an indicated patient population that is designed to establish that a or Licensed Product is safe and efficacious For its intended use and to determine the benefit/risk relationship, warnings, precautions, and adverse reactions that are associated with such product in the dosage range to be prescribed, which trial is intended to support marketing approval of such Licensed Product, including all tests and studies that are required by the FDA from time to time, pursuant to applicable Law or otherwise, including the trials referred to in 21 C.F.R. §312.21(c), as amended.

1.54 "**Price Approvals**" means, in those countries in the Territory where Regulatory Authorities may approve or determine pricing and/or pricing reimbursement for pharmaceutical products, such pricing and/or pricing reimbursement approval or determination.

1.55 "**Qb VLP**" means a Qbeta-derived virus like particle.

1.56 "**Regulatory Authority**" means: (a) in the US, the FDA; (b) in the EU, the EMA or the European Commission; or (c) in any other jurisdiction anywhere in the world, any regulatory body with similar regulatory authority over pharmaceutical or biotechnology products.

1.57 "**Regulatory Approval**" means any and all approvals, licenses, registrations, or authorizations of the relevant Regulatory Authority, including Price Approvals, necessary for the Development, manufacture, use, storage, import, transport or Commercialization of Licensed Product in a particular country or jurisdiction. For the avoidance of doubt, Regulatory Approval to Commercialize Licensed Product shall include Price Approval.

1.58 "**Regulatory Documentation**" means any and all applications, registrations, licenses, authorizations and approvals (including all Regulatory Approvals), and non-clinical and clinical study authorization applications or notifications (including all supporting files, writings, data, studies and reports) prepared for submission to a Regulatory Authority or research ethics committee with a view to the granting of any Regulatory Approval, and any correspondence to or with the EMEA or FDA or any other Regulatory Authority with respect to a Licensed Compound, a Licensed Product (including minutes and official contact reports relating to any communications with any Regulatory Authority), and all data contained in any of the foregoing, including all regulatory authorizations, regulatory drug lists, advertising and promotion documents, adverse event files and complaint files.

1.59 "**Royalty Term**" means, on a Licensed Product by Licensed Product and country-by-country basis (and as further outlined under Section 5.3.2), the period from the First Commercial Sale of such Licensed Product in such country until the later of (a) the last date on which such Licensed Product is Covered by a Valid Claim within the Licensor Patents or any Checkmate Royalty Term Patent in such country, (b) the date on which sale of such Licensed Product is no longer protected by regulatory data exclusivity or market exclusivity in such country or (c) [***]. Royalties are payable only once with respect to the same unit of Licensed Product.

1.60 "**Senior Executive**" means a member of senior management of a Party who is designated by such Party to resolve disputes under this Agreement.

1.61 "**Sublicensee**" means a Person other than an Affiliate of Checkmate to which Checkmate (or its Affiliate) has, pursuant to Section 2.2, granted sublicense rights under any of the license rights granted under Section 2.1.

1.62 "**Tax**" or "**Taxes**" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

1.63 "**Technology and Program Transfer Plan**" means the plan for the transfer of Licensor Know-How, Licensor Materials and Licensor's CYT003 program, an outline of which is set forth on Schedule 1.63.

1.64 "**Territory**" means all the countries in the world.

1.65 "**Third Party**" means any Person other than Licensor, Checkmate or any of their respective Affiliates.

1.66 "**Third Party Action**" means any Action made by a Third Party against either Party that claims that a Licensed Compound or Licensed Product, or its use, Development, importation, manufacture or sale infringes or misappropriates such Third Party's Intellectual Property rights.

1.67 "**Third Party License Agreement**" means any agreement entered into by a Party or its Affiliate with a Third Party, or any amendment or supplement thereto, in each case following the Effective Date. Whereby royalties, fees or other payments are to be made by a Party or its Affiliate lo such Third Party in connection with the grant of rights under intellectual property rights Controlled by such Third Party, which rights are necessary or useful to research, Develop, manufacture, have made, import, export, use or Commercialize a Licensed Compound or Licensed Product.

1.68 "**TLR9 Agonist**" means unmethylated CpG Oligodeoxynucleotide DNA or any other TLR agonist that activates Toll-like receptor 9.

1.69 "**United States**" or "**US**" means the United States of America, its territories and possessions.

1.70 "**USD**" means the lawful currency of the United States.

1.71 "**Valid Claim**" means a claim (a) of an issued and unexpired patent which has not lapsed or been revoked, abandoned or held unenforceable or invalid by a final decision of a court or governmental or supra-governmental agency of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, and which has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, reexamination or disclaimer or otherwise, or (b) of a patent application that is being diligently prosecuted and that has not been pending for more than five (5) years from the earliest filing date from which such patent application is entitled to claim priority and which claim has not been revoked, cancelled, withdrawn, held invalid or abandoned.

1.72 Other Terms. The definition of each of the following terms is set forth in the section of the Agreement indicated below:

Defined Term	Section
"Action"	6.5.2
"Agreement"	Preamble
"Checkmate"	Preamble
"Checkmate Indemnitees"	9.2
"Checkmate Patent"	6.4.2

“Controlling Party”	6.6.3
“Development Support”	3.2
“Effective Date”	Preamble
“Joint Inventions”	6.7
“Licensor”	Preamble
“Licensor Indemnitees”	9.1
“Manufacturing Support”	3.4
“[***]”	1.26
“Party” and “Parties”	Preamble
“Post-Transaction Licensor Patents”	1.42
“Regulatory Support”	4.2
“Representatives”	3.2
“Term”	10.1

ARTICLE 2
LICENSES AND OTHER RIGHTS

2.1 Grant of License to Checkmate. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Checkmate and its Affiliates, effective as of the Effective Date, an exclusive (even as to Licensor) worldwide right and license (with the right to sublicense, subject to the provisions of Section 2.2) under the Licensor Technology to research, have researched, Develop, have developed, manufacture, have manufactured, import, have imported, export, have exported, distribute, have distributed, promote, have promoted, market, have marketed, sell, have sold, offer for sale, have offered for sale and otherwise use and Commercialize Licensed Compounds and Licensed Products in the Territory in the Field. It is acknowledged and agreed by the Parties that, subject to the terms of this Agreement, the rights granted hereunder to Checkmate and its Affiliates automatically include the right and license to use new, improved, modified or additional Licensor Technology which are Controlled by Licensor at any time during the Term.

2.2 Right to Sublicense. Checkmate shall have the right, in its sole discretion, to grant sublicenses, in whole or in part, through multiple tiers of Sublicensees, under the licenses granted in Section 2.1. Any sublicense agreement must be consistent with the terms and conditions of this Agreement. Checkmate is responsible for compliance of the applicable sublicense agreement with the terms and conditions of this Agreement. In the event of any such sublicense, Checkmate shall continue to remain primarily liable for all liabilities and obligations under this Agreement, including the payment obligations set forth in Section 5. Checkmate shall notify Licensor in writing of any sublicenses granted within thirty (30) days from granting such sublicense.

2.3 Technology Transfer. After the Effective Date, Licensor shall make available to Checkmate the Licensor Know-How and Licensor Materials and undertake the other activities set forth in the Technology and Program Transfer Plan in the manner and according to the schedule set forth therein. Checkmate shall be responsible for certain costs as set forth in the Technology and Program Transfer Plan. The technology transfers set forth in the Technology and Program Transfer Plan shall occur in an orderly fashion and in a manner such that the value, usefulness and confidentiality of the transferred Licensor Know-How, Licensor Materials and Regulatory

Documentation are preserved in all material respects. In addition to implementing the Technology and Program Transfer Plan, during the Term, Licensor shall provide to Checkmate frill and prompt disclosure, but in no event less frequently than semi-annually, of any Licensor Technology that becomes Controlled by Licensor or any of its Affiliates after the Effective Date and that is necessary or useful to Checkmate to conduct its activities or exercise its rights as contemplated hereunder and shall, in the case of Licensor Know-How, promptly following such disclosure, transfer to Checkmate such Licensor Know-How.

2.4 Exclusivity. Licensor agrees that during the Term, neither it nor any of its Affiliates shall conduct or engage in any research, Commercialization or Development activities itself or sponsor or grant rights to any Third Party to conduct or engage in any other research, Commercialization or Development activities on TLR9 Agonists in the Field without Checkmate's prior written consent. The foregoing covenant shall expire upon a Change of Control of Licensor in the event that any Third Party which is a party lo a transaction giving rise to a Change of Control would, based on its activities at the time of such transaction, cause the resulting entity to be in violation of the foregoing covenant (it being understood that the exclusivity of Checkmate's license in Section 2.1 and right to sublicense in Section 2.2 shall be unaffected by any such transaction).

2.5 Covenant Not to Sue. Licensor hereby agrees that neither it nor any of its Affiliates shall enforce against Checkmate, its Affiliates and Sublicensees any Post-Transaction Licensor Patents that Licensee may infringe in practicing the inventions claimed in the Licensor Patents.

ARTICLE 3
DEVELOPMENT, MANUFACTURE AND COMMERCIALIZATION OF PRODUCT

3.1 Development of Licensed Product by Checkmate. After the Effective Date, Checkmate shall have the exclusive right and decision-making authority to research and Develop the Licensed Compounds and Licensed Products in the Field and to conduct (either itself or through its Affiliates, agents, subcontractors and/or Sublicensees) all clinical trials and non-clinical studies Checkmate believes appropriate to obtain and maintain Regulatory Approval for Licensed Products in the Field.

3.2 Licensor Support in Development. Commencing immediately after the Effective Date, Licensor shall assist Checkmate with Development of the Licensed Compounds and Licensed Products by making its employees, consultants, contractors, advisors and agents ("**Representatives**") that are knowledgeable regarding the Licensor Technology, the Licensed Compounds or Licensed Products (including the properties and functions thereof), available lo Checkmate for scientific and technical explanations, advice and on-site support (collectively, the "**Development Support**"). All Development Support requested by Checkmate shall be at Checkmate's expense and at industry standard rates.

3.3 Commercialization. Aller the Effective Date, Checkmate (or its Affiliates, Sublicensees or other Third Parties designated by Checkmate) shall have the exclusive right and decision-making authority to Commercialize Licensed Products and Licensed Compounds in the Field.

3.4 Clinical and Commercial Manufacturing. After the Effective Date, Checkmate (or its Affiliates, Sublicensees or other Third Parties designated by Checkmate) shall have the exclusive right to manufacture the Licensed Compounds and Licensed Products for use in the Field. After the Effective Date, Licensor shall make Representatives that are knowledgeable regarding the Licensor Technology, the Licensed Compounds or Licensed Products available to Checkmate for scientific and technical explanations, advice and on-site support, that may reasonably be required by Checkmate, relating to the manufacture of a Licensed Compound and Licensed Product (the "**Manufacturing Support**"), including manufacturing scale-up. All such Manufacturing Support shall be at Checkmate's expense and at industry standard rates.

3.5 Diligence by Checkmate. After the Effective Date, Checkmate shall use Commercially Reasonable Efforts to Develop and Commercialize at least one Licensed Product in the Field. Checkmate shall have the exclusive right to determine, in its sole discretion, the development and launch strategy for a Licensed Product in the Field subject to its exercise of Commercially Reasonable Efforts and the availability of any necessary Third Party licenses or other rights Activities by Checkmate's Affiliates, Sublicensees, agents and subcontractors shall be considered as Checkmate's activities under this purposes or determining whether Checkmate has complied with its obligation to use Commercially Reasonably Efforts.

3.6 Checkmate's Right to Subcontract. Checkmate may exercise any of its rights, or perform any of its obligations, under this Agreement (including any of the rights licensed in Section 2.1) by subcontracting the exercise or performance of all or any portion of such rights and obligations on Checkmate's behalf. Any subcontract granted or entered into by Checkmate as contemplated by this Section 3.6 of the exercise or performance of all or any portion of the rights or obligations that Checkmate may have under this Agreement shall not relieve Checkmate from any of its obligations under this Agreement.

3.7 Trademarks. Alter the Effective Date, as between Licensor and Checkmate, Checkmate shall have the sole authority to select trademarks for Licensed Products in the Field and shall own all such trademarks.

3.8 Reporting. Checkmate shall, within sixty (60) days of each anniversary of the Effective Date, provide Licensor with a written report summarizing in reasonable detail its major Development and, as applicable, Commercialization activities conducted since the last such report. All information and reports provided to Licensor pursuant to this Section 3.8 shall be treated as Confidential Information of Checkmate hereunder. Notwithstanding the foregoing, Checkmate's obligation to provide reports under this Section 3.8 shall expire: (i) with respect to Development, upon receipt of Regulatory Approval for Licensed Product, and (ii) with respect to Commercialization, upon the third anniversary of the First Commercial Sale of Licensed Product hereunder.

ARTICLE 4
REGULATORY MATTERS

4.1 Regulatory Filings. After the Effective Date until the termination of this Agreement, as between Checkmate and Licensor, Checkmate shall own and maintain all regulatory filings and Regulatory Approvals for Licensed Products in the Field, including all INDs and

Marketing Authorization Applications. However, during such time as Checkmate is conducting development activities that reference Licensor's existing IND (number BB- IND15217, filed as of 29 August 2012) and such IND remains open, then Licensor shall continue to maintain such IND with cooperation from Checkmate and other Third Party licensees of Licensed Product (such cooperation to include, without limitation, the reporting of safety data as described in Section 4.3, and other activities as required by applicable Laws). Licensor shall maintain such IND through the renewal period expiring 31**st** of March 2016 at no additional cost to Checkmate.

4.2 Communications with Regulatory Authorities. After the Effective Date, and subject to the terms of Section 4.1 regarding the existing IND, Checkmate (or one of its Affiliates or Sublicensees) shall be responsible, and act as the sole point of contact, for communications with Regulatory Authorities in connection with the Development, Commercialization, and manufacturing of Licensed Compounds and Licensed Products in the Field. After the Effective Date, subject to the terms of Section 4.1 regarding the existing IND, Licensor shall not initiate, with respect to any Licensed Compound or Licensed Product in the Field, any meetings or contact with Regulatory Authorities without Checkmate's prior written consent. After the Effective Date, to the extent Licensor receives any written or oral communication from any Regulatory Authority relating to (a) a Licensed Compound or Licensed Product in the Field or (b) a Licensed Compound or product outside the Field which may impact Checkmate's research and development plans or efforts or its regulatory strategy. Licensor shall (i) refer such Regulatory Authority to Checkmate, and (ii) as soon as reasonably practicable (but in any event within twenty-four (24) hours), notify Checkmate and provide Checkmate with a copy of any written communication received by Licensor or, if applicable, complete and accurate minutes of such oral communication. After the Effective Date, at the request of Checkmate, Licensor shall make available to Checkmate a Representative knowledgeable regarding the Licensor Technology, the Licensed Compounds or Licensed Products, who shall, together with the representatives of Checkmate, participate in and contribute to meetings with the Regulatory Authorities with respect to regulatory matters relating to the Licensor Technology ("**Regulatory Support**"). All such Regulatory Support shall be at Checkmate's expense and at industry standard rates.

4.3 Adverse Event Reporting. The Parties agree to comply with any and all Laws that are applicable as of the Effective Date and thereafter during the Term in connection with Licensed Product safety data collection and reporting. After the Effective Date, if Licensor has or receives any information regarding any Adverse Event which may be related to the use of Licensed Product, then Licensor shall provide Checkmate with all such information in English within such time that shall enable Checkmate to comply with all Laws and relevant regulations and requirements. Checkmate shall report to Licensor any Adverse Event culminating in death or permanent disability of a patient or subject who is administered Licensed Product.

4.4 Recalls. After the Effective Date, Checkmate shall have the sole right to determine whether and how to implement a recall or other market withdrawal of a Licensed Product in the Field.

ARTICLE 5
FINANCIAL PROVISIONS

5.1 License Fee. Checkmate shall pay to Licensor a one-time, non-refundable license fee of $1 million USD, 50% of the license fee shall be due and payable within 30 days of the Effective Date, and the other 50% shall be due and payable within six months thereafter. In the event of a Change of Control of Checkmate prior to the payment in full of the license fee, any amount of the license fee not already paid shall be immediately due and payable.

5.2 Development Milestones.

5.2.1 In partial consideration of the rights granted by Licensor to Checkmate and subject to the terms and conditions set forth in this Agreement, Checkmate shall pay to Licensor a one-time, non-refundable milestone payment within thirty (30) days alter the achievement of each of the following milestones for the first Licensed Compound in a Licensed Compound Series developed and commercialized in the Field.

[***]

5.2.2 Each milestone payment in this Section 5.2 shall be payable only upon the first achievement of such milestone for the first Licensed Product from the same Licensed Compound Series and no amounts shall be due for subsequent or repeated achievements of such milestone in with Licensed Products from such Licensed Compound Series. For purposes of clarity each milestone payment in this Section 5.2 shall be payable only one time irrespective of the number of indications pursued for such Licensed Product in each Licensed Compound Series.

5.2.3 If the first Licensed Product in a Licensed Compound Series is abandoned for any reason prior to the First Commercial Sale and an additional Licensed Product in the same Licensed Compound Series is advanced into clinical development, Checkmate shall resume milestone payments starting at the event subsequent to the last milestone payment that was made with respect to the first Licensed Product in such Licensed Compound Series.

5.2.4 If a development milestone event has been skipped with a Licensed Product in a Licensed Compound Series, and a subsequent development milestone event is achieved with respect to such Licensed Product in such Licensed Compound Series, then the milestone payment for the preceding milestone event shall become due and payable upon the achievement of such subsequent milestone event. For example, in the event that a New Drug Application is filed for a Licensed Product in Series 2 based on data from a Phase 2 clinical trial, the milestone payment for the dosing of the first patient in a Phase 3 clinical trial shall be payable together with the milestone payment clue for the filing of the New Drug Application for such Series 2 Licensed Product.

5.2.5 Reductions for Third Party Milestone Payments. If Checkmate or any of its Affiliates enter into one or more Third Party License Agreements that are required or which Checkmate or any of its Affiliates reasonably believe are necessary to avoid or settle an alleged infringement of such Third Party's Intellectual Property rights arising from the use, Development, manufacture or sale of a Licensed Compound, Checkmate shall be entitled to deduct from any amount payable to Licensor under Section 5.2 [***] of any amounts paid by Checkmate or such Affiliates pursuant to such Third Party License Agreement(s) in respect of the Licensed Product (or Licensed Compound) which gave rise to the payment obligation under Section 5.2; provided, that in no event shall the foregoing deduction reduce the amount due to Licensor pursuant to Section 5.2 by more than [***].

5.2.6 Change of Control Transaction Milestone. Provided that Checkmate has at least one Licensed Product in Development in either Licensed Compound Series 1 or Licensed Compound Series 2, in the event of a Change of Control of Checkmate during the Term, Checkmate will pay Licensor a one-time, non-refundable transaction milestone equal to the lesser of: [***] of the total valuation placed on Checkmate in such Change of Control transaction(s). The transaction milestone shall be due within 30 days of the closing of the Change of Control transaction (or series of related transactions), may be paid in cash or such freely tradable securities (as the case may be) and shall be creditable against certain development milestones set forth in Section 5.2, as follows: (a) [***] of the transaction milestone is creditable against the development milestones for ''New Drug Application filing with the FDA for regulatory approval in the United States" and (b) [***] of the transaction milestone is creditable against the development milestones for "first MAA filing for regulatory approval in the European Union." By way of example, if Checkmate had previously made a transaction milestone payment of [***] million and subsequently triggered the milestone payment for an NDA filing in the U.S. with a product from Licensed Compound Series 2, then the base milestone payment of [***] million would be reduced by [***], resulting in a development milestone payment of $[***]. Exempt from this Section 5.2.6 shall be a Change of Control resulting from the sale of shares in one or more venture financing rounds, or a Change of Control resulting from a merger for stock of two private companies. Any further Change or Control of the merged private company will be deemed a Change of Control under this Section 5.2.6.

5.3 Royalty Payments for Licensed Product.

5.3.1 Royalty Rate. As further consideration for the rights granted to Checkmate hereunder, during each applicable Royalty Term, Checkmate shall pay to Licensor a royalty on Net Sales of each Licensed Product in the Territory during each Calendar Year at the following rates:

[***]

For clarity, the calculation of aggregate Net Sales in the leftmost column of the preceding table shall include all Licensed Products, irrespective of the series to which such products belong. Royalties are payable only once with respect to the same unit of Licensed Product.

5.3.2 Royalty-Exclusions and Step-Down.

(a) If, throughout the Term of this Agreement, there is no Valid Claim of a Licensor Patent Covering a particular Licensed Product in a particular country, then no royalties shall be due for the sale of such Licensed Product in such country.

(b) If, during the Royalty Term, there is no Valid Claim of a Licensor Patent covering a Licensed Product in a particular country, then, for such country, the royalties payable to Licensor for Net Sales of such Licensed Product in such country shall be reduced by [***] of the applicable royalty rate(s) set forth in Section 5.3.1. For purposes of clarity, no royalties shall be due for Licensed Products not Covered by either a Licensor Patent or Licensor Know-How.

5.3.3 Reductions for Third Party License Agreements. If Checkmate or any of its Affiliates enter into a Third Party License Agreement(s) required to avoid or settle an alleged infringement of such Third Party' Intellectual Property rights arising from the use, deduct from any amount payable to Licensor under Section 5.3.1 [***] of any amounts paid by Checkmate or such Affiliates pursuant to such Third Party License Agreement(s) in respect of the Licensed Product which gave rise to the payment obligation under Section 5.3.1; provided, that in no event shall the foregoing deduction reduce the amount due to Licensor pursuant to Section 5.3.1 for any Calendar Quarter by more than [***].

5.3.4 Royalties for Additional Licensed Products. The royalty rate applicable to subsequent Licensed Products in a Licensed Compound Series, after the first Licensed Product in a Licensed Compound Series, shall be reduced as follows:

(a) For Licensed Products in Licensed Compound Series 2, by [***]; and

(b) For Licensed Products in Licensed Compound Series 3, by [***].

As examples: (i) for the second Licensed Product in Licensed Compound Series 2, the royalty rate for Net Sales of less than [***], and (ii) for the third Licensed Product in Licensed Compound Series 2, [***].

5.3.5 Loss of Market Exclusivity. In the event of a Loss of Market Exclusivity for any Licensed Product in any country, provided that Checkmate has taken and is taking all Commercially Reasonable Efforts available to it to enforce any Patent Rights it may own or control that could prevent relevant sales of a Generic Equivalent in such country, then the royalty rates applicable to Net Sales of such Licensed Product in such country in accordance with Section 5.3 shall be reduced by [***]. Such reduction shall be first applied with respect to such country starting with sales in the Calendar Quarter following the Calendar Quarter in which Loss of Market Exclusivity occurs for such Licensed Product in such country. In no event shall the royalty deductions under Section 5.3.2 and this Section 5.3.5 be cumulative.

5.3.6 Timing of Payment. Royalties payable under this Section 5.3 shall be payable on Net Sales and shall accrue at the time the payment for the sale of Licensed Product is received. Royalty obligations that have accrued during a particular Calendar Quarter shall be paid, on a Calendar Quarter basis, within ninety (90) days after the end of each Calendar Quarter during which the royalty obligation accrued.

5.3.7 Royalty Reports and Records Retention. Within ninety (90) days after the end of each Calendar Quarter during which Licensed Product has been sold, Checkmate shall deliver to Licensor, together with the applicable royalty payment due for such Calendar Quarter, a written report, on a Licensed Product-by-Licensed Product and a country-by-country basis, of Net Sales subject to royalty payments for such Calendar Quarter. Such report shall be deemed "Confidential Information" of Checkmate subject to the obligations of ARTICLE 7 of this Agreement. For one year after each sale of Licensed Product occurs, Checkmate shall, and shall ensure that its Affiliates and Sublicensees, keep complete and accurate records of such sale in sufficient detail to confirm the accuracy of the royalty calculations hereunder.

5.4 Mode of Payment and Currency. All payments to Licensor hereunder shall be made by deposit of USD in the requisite amount to such bank account as Licensor may from time to time designate by written notice to Checkmate. With respect to sales not denominated in USD, Checkmate shall convert applicable sales in foreign currency into USD by using the then current and reasonable standard exchange rate methodology applied to its external reporting or other standard practice used for the preparation or its audited financial statements. Based on the resulting sales in USD, the then applicable royalties shall be calculated. The Parties may vary the method of payment set forth herein at any time upon mutual written agreement, and any change shall be consistent with the local Law at the place of payment or remittance.

5.5 Legal Restrictions. If at any time legal restrictions prevent the remittance by Checkmate of all or any part or royalties due on Net Sales in any country, Checkmate shall have the right and option to make such payment either by depositing the amount thereof in local currency to an account in the name of Licensor in a bank or other depository selected by Licensor in such country.

5.6 Audits.

5.6.1 Audits Generally. During the Royalty Term and for one Calendar Year thereafter, and not more than once in each Calendar Year, Checkmate shall permit, and shall cause its Affiliates to permit, an independent certified public accounting firm or nationally recognized standing selected by Licensor, and reasonably acceptable to Checkmate, to have access to and to review, during normal business hours upon reasonable prior written notice, the applicable records of Checkmate and its Affiliates to verify the accuracy of the royalty reports and payments under this ARTICLE 5. Such review may cover the records for sales made in any Calendar Year ending not more than one year prior to the date of such request. The accounting firm shall disclose to Licensor and Checkmate only whether the royalty reports are correct or incorrect and the specific details concerning any discrepancies. No other information shall be provided to Licensor.

5.6.2 Audit-Based Reconciliation. If such accounting firm conclude that additional amounts were owed during such period, then Checkmate shall pay the additional amounts within thirty (30) days after the date Licensor delivers to Checkmate such accounting firm's written report. If such accounting firm concludes that an overpayment was made, such overpayment shall be fully creditable against amounts payable in subsequent payment periods or, at Checkmate's request, shall be promptly reimbursed to Checkmate. Licensor shall pay for the cost of any audit, unless Checkmate has underpaid Licensor by at least ten percent (10%), in which case Checkmate shall pay for the cost of the audit.

5.6.3 Audit Confidentiality. Each Party shall treat all information that it receives under this Section 5.6 in accordance with the confidentiality provisions of ARTICLE 7 of this Agreement, and shall cause its accounting firm to enter into an acceptable confidentiality agreement with the other Party obligating such firm to retain all such financial information in confidence pursuant to such confidentiality agreement, except to the extent necessary for such Party to enforce its rights under this Agreement.

5.7 Withholding Tax. Licensor shall be responsible for the payment of any and all faxes levied on account of the royalties and other payments paid to Licensor by Checkmate or its Affiliates or Sublicensees under this Agreement. If Law requires that Taxes be deducted and withheld from royalties or other payments paid under this Agreement Checkmate shall (i) deduct those Taxes and interests and penalties assessed thereon from the payment or from any other payment owed by Checkmate hereunder; (ii) pay the Taxes to the proper governmental body; (iii) send evidence of the obligation together with proof of Tax payment to Licensor within one hundred (100) days following such payment; (iv) remit the net amount, after deductions or withholding made under this Section 5.7; and (v) cooperate with Licensor in any way reasonably requested by Licensor, to obtain available reductions, credits or refunds of such Taxes; provided, however, that Licensor shall reimburse Checkmate for Checkmate's reasonable and documented out-of-pocket expenses incurred in providing such assistance.

ARTICLE 6
INVENTIONS AND PATENTS

6.1 Patent Listing under Public Health Services Act. Each Party shall immediately give written notice to the other Party of any certification of which they become aware filed pursuant to 42 USC. §262(l)(3) (or any amendment or successor statute thereto) claiming that any Licensor Patents covering Licensed Compound or Licensed Product, or the manufacture or use of each of the foregoing, are invalid or unenforceable, or that infringement shall not arise from the manufacture, use or sale of a product by a Third Party.

6.2 Listing of Patents. For any approved MAA filed as an NDA under 2 U.S.C. § 355, Checkmate shall have the sole right to determine which of the Licensor Patents, if any, shall be listed for inclusion in the FDA's Approved Drug Licensed Products with Therapeutic Equivalence Evaluations (commonly referred to as the Orange Book), or any successor Law in the United States, together with any comparable Laws in any country. To the extent the FDA ever requires a similar patent listing for approved biological products, Checkmate shall have the same right with respect to any approved MAA filed as a BLA under 42 U.S.C. *§* 262.

6.3 Further Assurances. Licensor shall require all of its employees, and use its best efforts to require its contractors and agents, and any Affiliates and Third Parties working on its behalf under this Agreement (and their respective employees, contractors and agents), to assign to Licensor any Licensor Technology.

6.4 Patent Prosecution and Maintenance.

6.4.1 Licensor Patents.

(a) The Parties acknowledge that the patents and patent applications set forth on Schedule 1.42 are the subject of the Existing Licenses. For so long as such Existing Licenses are in effect, such patents and patent applications are subject to certain priority and consent rights related to prosecution, enforcement and abandonment as provided in the Existing Licenses.

(b) Checkmate shall bear [***] of the costs and expenses incurred after the Effective Date of filing, prosecuting and maintaining Licensor Patents which have claims which are necessary or useful for the research, Development, manufacture, use or Commercialization of

a Licensed Product; provided that, if Licensor grants or has granted rights to any Licensor Patents which are necessary or useful for the research, Development, manufacture, use or Commercialization of a Licensed Compound to Third Parties in addition to [***] and to Checkmate under any Licensor Patents in fields other than the Field, each such Third Party shall share equally [***] Checkmate in such costs and expenses incurred after the Effective Date.

(c) If Licensor receives notice from [***], pursuant to the relevant Existing Licenses, that [***] has elected not to file or to continue to prosecute or maintain a Licensor Patent in any country, then Licensor shall notify Checkmate in writing promptly following its receipt of such notice. In such case, Checkmate shall have the right to pursue the filing or support the continued prosecution or maintenance of such Licensor Patent in Licensor's name using a mutually agreeable patent attorney or law firm. Licensor shall provide to Checkmate reasonable assistance in prosecuting Licensor Patents to the extent possible, including providing such data in Licensor's Control that is, in Checkmates reasonable judgment, needed to support the prosecution of a Licensor Patent. If Checkmate elects to continue such prosecution or maintenance, then Checkmate shall bear the costs and expenses of filing, prosecuting and maintaining the applicable Licensor Patents incurred after such election; provided that, if Licensor grants rights to any Third Parties under any Licensor Patents in fields other than the Field, each such Third Party shall share equally with Checkmate in such costs and expenses.

(d) If Licensor has the right to review and provide comments or suggestions to [***] or any other Third Party Licensees of Licensed Products regarding the prosecution or maintenance of Licensor Patents in any country. Licensor agrees to provide Checkmate with the opportunity to provide its comments and suggestions to Licensor and Licensor agrees to use its best efforts to provide Checkmate's comments and suggestions to [***] or any other Third Party Licensees of Licensed Products.

6.4.2 Checkmate Patents. Checkmate shall own any Know-How developed b**y** Checkmate or any of its Affiliates or a Third Party on behalf of Checkmate and shall have the right, but not the obligation, to file, prosecute and maintain Patent Rights covering or claiming any such Know-How ("**Checkmate Patent**"). Checkmate shall bear all costs and expenses of filing, prosecuting and maintaining Checkmate Patents and Licensor shall have no particular rights with respect thereto.

6.5 Enforcement of Patents and Know-How.

6.5.1 Notice.

(a) The Parties acknowledge that the patents and patent applications set forth on Schedule 1.42 are the subject of the Existing Licenses. For so long as such Existing Licenses are in effect, such patents and patent applications are subject to certain priority and consent rights related to prosecution, enforcement and abandonment as provided in the Existing Licenses. If Licensor has the right to review and provide comments or suggestions to [***] or any other Third Party Licensees of Licensed Products regarding the enforcement of Licensor Patents in any country, Licensor agrees to provide Checkmate with the opportunity to provide its comments and suggestions to Licensor and Licensor agrees to provide Checkmate's comments and suggestions to [***] or any other Third Party Licensees of Licensed Products.

(b) If either Party knows or believes that an infringement, unauthorized use, misappropriation, ownership claim, threatened infringement or other similar activity by a Third Party exists or has occurred with respect to any Licensor Technology, or if a Third Party claims that any Licensor Patent is invalid or unenforceable, the Party possessing such knowledge or belief shall notify the other Part) and provide it with all details that are known by such Party.

(c) In the event that Licensor believes that a Checkmate Patent, if any, is being infringed by a Third Party or if a Third Party claims that any Checkmate Patent is invalid or unenforceable, Licensor shall notify Checkmate and provide it with details of such infringement or claim.

6.5.2 Right to Bring an Action. Checkmate shall have the exclusive right to attempt to resolve any infringement or claim, including by filing an infringement suit, defending against such claim or taking other similar action, with respect to the use or practice of a Licensor Patent in the Field (each, an "**Action**") and to compromise or settle any such infringement or claim: provided, however, that in case such infringement also involves any product comprising lgE coupled to Qb VLPs or CYT003, then Checkmate's right shall be subject to the permission of [***] that Checkmate may initiate or participate in legal actions against such infringement, which permission Licensor shall use commercially reasonable efforts to obtain. At Checkmate's request, Licensor shall immediately provide Checkmate with all relevant documentation (as may be requested by Checkmate) evidencing that Checkmate is validly empowered by Licensor to take such an Action. Licensor is obligated to join Checkmate in such Action if Checkmate determines that it is necessary to demonstrate "standing to sue.'' If Checkmate does not intend to prosecute or defend an Action, Checkmate shall promptly inform Licensor, in which case Licensor shall be entitled to assume the prosecution or defense of such Action at its own cost.

6.5.3 Costs of an Action. Subject to the respective indemnity obligations of the Parties set forth in ARTICLE 9, the Party taking an Action under Section 6.5.2 shall pay all costs associated with such Action, other than (subject to Section 6.5.5) the expenses of the other Party if the other Party elects to join such Action (as provided in the last sentence of this paragraph). Each Party shall have the right to join an Action relating to a Licensor Patent, at its own expense

6.5.4 Settlement. Neither Party shall settle or otherwise compromise any Action by admitting that any Licensor Patent is invalid or unenforceable without the other Party's prior written consent and, in the case of Licensor, Licensor may not settle or otherwise compromise an Action in a way that adversely affects or would be reasonably expected to adversely affect Checkmate's rights or benefits hereunder without Checkmate's prior written consent.

6.5.5 Reasonable Assistance. The Party not enforcing or defending Licensor Patents shall provide reasonable assistance to the other Party, including providing access to relevant documents and other evidence and making its employees available, subject to the other Party's reimbursement, on an on-going basis, of any reasonable out-of-pocket expenses incurred by the non-enforcing or non-defending Party in providing such assistance.

6.5.6 Distribution of Amounts Recovered. Any amounts recovered by the Party taking an Action pursuant to this Section 6.5, whether by settlement or judgment, shall be allocated in the following order: (i) to reimburse the Party taking such Action for any costs incurred; (ii) to

reimburse the Party not taking such Action for its costs incurred in such Action, if it joins such Action: and (iii) the remaining amount of such recover) shall be allocated to Checkmate and deemed to be Net Sales for the Calendar Quarter in which the amount is paid and Checkmate shall pay to Licensor a royalty on such remaining amount based on the royalty rates set forth in Section 5.3.

6.5.7 Checkmate Patents. Checkmate shall have the sole right and authority, but not the obligation, to enforce Checkmate Patents against any Third Party infringer: provided that Licensor shall provide reasonable assistance to Checkmate with respect thereto, including providing access to relevant documents and other evidence and making its employees available, subject to Checkmate's reimbursement, on an on-going basis, of any out-of-pocket expenses incurred in providing such assistance.

6.6 Third Party Actions Claiming Infringement.

6.6.1 Notice. If a Party becomes aware of any Third Party Action, such Party shall promptly notify the other Party of all details regarding such claim or action that is reasonably available to such Party.

6.6.2 Right to Defend. Checkmate shall have the right, at its sole expense, but not the obligation, to defend a Third Party Action and to compromise or settle such Third Party Action. If Checkmate declines or fails to assert its intention to defend such Third Party Action within sixty (60) days after sending (in the event that Licensor is the notifying Party) or receipt (in the event that Checkmate is the notifying Party) of notice under Section 6.6.1 then Licensor shall have the right to defend such Third Party Action. The Party defending such Third Party Action shall have the sole and exclusive right to select counsel for such Third Party Action.

6.6.3 Consultation. The Party defending a Third Party Action pursuant to Section 6.6.2 shall be the "**Controlling Party**." The Controlling Party shall consult with the non-Controlling Party on all material aspects of the defense. The non-Controlling Party shall have a reasonable opportunity for meaningful participation in decision-making and formulation of defense strategy. The Parties shall reasonably cooperate with each other in all such actions or proceedings. The non-Controlling Party shall be entitled to be represented by independent counsel of its own choice at its own expense.

6.6.4 Appeal. In the event that a judgment in a Third Party Action is entered against the Controlling Party and an appeal is available, the Controlling Party shall have the first right, but not the obligation, to file such appeal. In the event the Controlling Party docs not desire to file such an appeal, it shall promptly, in a reasonable time period (*i.e.*, with sufficient time for the non-Controlling Party to take whatever action may be necessary) prior to the date on which such right to appeal shall lapse or otherwise diminish, permit the non-Controlling Party to pursue such appeal at such non-Controlling Party's own cost and expense. If Law requires the other Party's involvement in an appeal, the other Party shall be a nominal party of the appeal and shall provide reasonable cooperation to such Party at such Party's expense

6.6.5 Costs of an Action. Subject to the respective indemnity obligations of' the Parties set forth in ARTICLE 9, the Controlling Party shall pay all costs associated with such Third Party

Action other than the expenses of the other Party if the other Party elects to join such Third Party Action (as provided in the last sentence of this paragraph). Each Party shall have the right to join a Third Party Action defended by the other Party, at its own expense.

6.6.6 No Settlement Without Consent. Neither Party shall settle or otherwise compromise any Third Party Action by admitting that any Licensor Patent is invalid or unenforceable without the other Party's prior written consent and, in the case of Licensor. Licensor may not settle or otherwise compromise a Third Party Action in a way adversely affects or would be reasonably expected to adversely affect Checkmate's rights and benefits hereunder without Checkmate's prior written consent.

6.7 Joint Intellectual Property Ownership and Disclosure. All rights, title and interest in any inventions which are discovered or invented jointly by the Parties (as determined by inventorship under the U.S. patent laws) ("**Joint Inventions**") shall be jointly owned by the Parties. Each Party shall promptly disclose all Joint Inventions to the other Party. Checkmate shall have the first right, but not the obligation, to assume responsibility for the preparation, filing, prosecution and maintenance of all US, EU and foreign patent applications in the Field using patent counsel reasonably acceptable to both Parties. As mutually agreed by the Parties, one Party shall have the first right, but not the obligation, to assume responsibility for the preparation, filing, prosecution and maintenance of all US, EU and foreign patent applications outside the Field using patent counsel reasonably acceptable to both Parties. Both Parties shall participate in and cooperate in such preparation, filing, prosecution and maintenance. In the event that one Party fails to exercise its right to assume such responsibility with respect to a patentable Joint Invention, then the other Party shall have the right, but not the obligation, to assume such responsibility. The Parties shall share equally the expenses for the preparation, filing, prosecution and maintenance of Joint Inventions.

6.8 Commercial Exploitation of Joint Inventions. Each party, as a joint owner of the Joint Inventions shall have the right, without additional compensation to the other, to make, have made, import, have imported, use or have used, sell or have sold, and develop or have developed the Joint Inventions outside the Field. During the term and of this Agreement, Checkmate shall have the exclusive right to make, have made, import, have imported, use or have used, sell or have sold, and develop or have developed the Joint Inventions in the Field subject to the other terms of this Agreement. Nothing in this Section 6.8 shall be construed as a grant to the other Party of any intellectual property rights owned or Controlled by the other Party other than those granted in this Agreement.

ARTICLE 7
CONFIDENTIALITY

7.1 Confidentiality Obligations. Each Party agrees that, for the Term and for five (5) years thereafter, each Party shall, and shall ensure that its Representatives hold in confidence all Confidential Information disclosed to it by the other Party pursuant to this Agreement, unless, as established by its written records, such information:

7.1.1 is or becomes generally available to the public other than as a result of disclosure by the recipient;

7.1.2 is already known by or in the possession of the recipient at the time of disclosure by the disclosing Party;

7.1.3 is independently developed by recipient without use of or reference to the disclosing Party's Confidential Information; or

7.1.4 is obtained by recipient from a Third Part) that has not breached obligations of confidentiality.

7.2 Permitted Disclosures. The recipient shall not disclose any or the Confidential Information, except to Representatives of the recipient who need to know the Confidential Information for the purpose of performing the recipient's obligations, or exercise its rights, under this Agreement and who are bound by obligations of non-use and non-disclosure substantially similar to those set forth herein. The recipient shall be responsible for any disclosure or use of the Confidential Information by such Representatives. The recipient shall protect Confidential Information using not less than the same care with which it treats its own confidential information, but at all times shall use at least reasonable care. Each Party shall: (a) implement and maintain appropriate security measures to prevent unauthorized access to, or disclosure of, the other Party's Confidential Information; (b) promptly notify the other Party of any unauthorized access or disclosure of such other Party's Confidential Information; and (c) cooperate with such other Party in the investigation and remediation of any such unauthorized access or disclosure.

7.3 Permitted Use.

7.3.1 Notwithstanding Section 7.1, Checkmate may use Licensor's Confidential Information for the purpose of performing its obligations, or exercising its rights, under this Agreement, including for purposes of:

7.3.2 filing or prosecuting patent applications, subject to the terms of Section 6.3;

7.3.3 prosecuting or defending litigation;

7.3.4 conducting pre-clinical studies or clinical trials pursuant to this Agreement:

7.3.5 seeking or maintaining Regulatory Approval of Licensed Products; or

7.3.6 complying with Law, including securities Law and the rules of any securities exchange or market on which Checkmate's securities may be listed or traded.

7.3.7 In addition to the foregoing, Checkmate may, in connection with the Development or Commercialization of Licensed Compounds and/or Licensed Products under this Agreement and in discussions with its Board of Directors, Scientific Advisory Board, existing investors and potential investors, and potential partners or acquirors disclose Confidential Information of Licensor to any Third Party, provided that such Third Party is bound by obligations of confidentiality at least as stringent as the ones herein.

7.3.8 In connection with any permitted filing by either Party of this Agreement with any governmental body, the filing Party shall endeavor to obtain confidential treatment of economic,

trade secret information and such other information as may be requested by the other Party, and shall provide the other Party with the proposed confidential treatment request with reasonable time for such other Party to provide comments, and shall include in such confidential treatment request all reasonable comments of the other Party.

7.4 Required Disclosure. The recipient may disclose the Confidential Information lo the extent required by Law or court order: provided, however, that the recipient promptly provides to the disclosing party prior written notice of such disclosure and provides reasonable assistance in obtaining an order or other remedy protecting the Confidential Information from public disclosure.

7.5 Publications. Licensor shall not publish any information relating to a Licensed Compound or Licensed Product in the Field without the prior written consent of Checkmate (which consent may be withheld or given in Checkmate's sole discretion), unless such information has already been publicly disclosed either prior to the Effective Date or after the Effective Date through no fault of Licensor or otherwise not in violation of this Agreement. Checkmate shall have the right to make such publications as it chooses, in its sole discretion, without the approval of Licensor. Licensor shall submit to Checkmate for Checkmate's written approval (which approval be granted or denied in Checkmate's sole discretion) any publication or presentation (including in any seminars, symposia or otherwise) of information related directly or indirectly to a Licensed Product for review and approval at least ninety (90) days prior to submission for the proposed date of publication or presentation.

7.6 Publicity.

7.6.1 Publicity and Use of Names. In the event a Party desires to make a public disclosure announcing the transaction contemplated by this Agreement, such Party shall submit the proposed disclosure in writing to the other Party at least five Business Days prior to the date of disclosure to provide an opportunity to comment thereon. Only upon the approval of the other Party (such approval not to be unreasonably withheld or delayed) may such public disclosure be made. The Parties shall mutually agree on the timing and content of a joint press release regarding the execution and relevant details of this Agreement. Neither Party shall use the name of the other Party in any publicity, advertising or announcements or for any other commercial purpose without the prior written approval of the Party whose name is to be used. In connection with the execution of this Agreement, the Parties anticipate issuing a joint press release in a form which shall be mutually agreed upon in writing by the Parties.

7.6.2 Required Disclosure. In the event that either Party believes it is required to issue a press release or make another public announcement relating to this Agreement to comply with Law it may issue such press release or announcement if (a) the other Party agrees: or (b) it is required to make such disclosure to comply with Law and provides the text of such planned disclosure to the other Party no less than five (5) days prior to disclosure, or such shorter period as may be required in order to issue such press release or announcement within the time frame required by Law and to consider in good faith any requested changes by the other Party.

ARTICLE 8
REPRESENTATIONS, WARRANTIES AND COVENANTS

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

8.1.1 such Party is duly organized and validly existing under the Laws of the jurisdiction of its incorporation or organization:

8.1.2 such Party has taken all action necessary to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement:

8.1.3 this Agreement is a legal and valid obligation of such Party, binding upon such Party and enforceable against such Party in accordance with the terms of this Agreement except as enforcement may be limited by applicable bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equitable principles. The execution, delivery and performance of this Agreement by such Party docs not conflict with, breach or create in any Third Party the right to accelerate, terminate or modify any agreement or instrument to which such Party is a party or by which such Party is bound, and does not violate any Law of any governmental body having authority over such Party; and

8.1.4 such Party has all right, power and authority to enter into this Agreement, to perform its obligations under this Agreement.

8.2 Additional Representations and Warranties of Licensor. Licensor represents and warrants to Checkmate that, as of the Effective Date:

8.2.1 no consent by any Third Party or governmental authority is required with respect to the execution and delivery of this Agreement by Licensor or the consummation by Licensor of the transactions contemplated hereby;

8.2.2 to Licensor's actual knowledge, without having conducted any further inquiry or investigation, there are no limits or conditions in Licensor's agreements for the Licensed Product or Licensor Technology with any Third Party which may have a material adverse effect on Checkmate's use of Licensor Technology pursuant to the licenses granted in this Agreement or on Checkmate's diligent and complete fulfillment of its obligations under this Agreement:

8.2.3 no claims have been asserted, or, to Licensor's Knowledge, threatened by any Person, (a) challenging the validity, effectiveness, or ownership of Licensor Technology, and/or (b) to the effect that the use, reproduction, modification, manufacturing, distribution, licensing, sublicensing, sale or any other exercise of rights in any of Licensor Technology infringes or shall infringe on any Intellectual Property right of any Person;

8.2.4 to the Knowledge of Licensor, the Licensor Patents are not the subject of any litigation procedure, discovery process, interference, reissue, reexamination, opposition, appeal proceedings or any other legal dispute;

8.2.5 to the Knowledge of Licensor, no Third Party has filed, pursued or maintained or threatened in writing to file, pursue or maintain any claim, lawsuit, charge, complaint or other action alleging that any Licensor Patent is invalid or unenforceable;

8.2.6 all issuance, renewal, maintenance and other material payments that are or have become finally due with respect to the Licensor Technology have been timely paid by or on behalf of Licensor;

8.2.7 all Licensor Patents have been properly filed, prosecuted and maintained;

8.2.8 it has the fell right to provide the Licensor Materials to Checkmate and to transfer to Checkmate all right, title and interest in and to the Licensor Material to be provided to Checkmate pursuant to this Agreement;

8.2.9 To the Know ledge of Licensor, each of the patents and patent applications included among the Licensor Patents that is owned (in w hole nr in part) by the Licensor properly identifies each and every inventor of the inventions claimed therein and does not identify any person as an inventor who is not correctly identified as an inventor, as determined in accordance with applicable Laws. Each inventor named on the patents and patent applications included among the Licensor Patents that are owned (in whole' or in part) by the Licensor has executed an assignment of his or her entire right, title, and interest in and to such patent or patent application, and in and to each and ever) invention described, embodied, or claimed therein, to the Licensor. To the Knowledge of Licensor, no such inventor has any contractual or other obligation that would preclude or otherwise interfere with any such assignment or otherwise conflict with the obligations of such inventor to the Licensor under such agreement with the Licensor.

8.2.10 subject to the terms of the Existing Licenses, Licensor has all right, title and interest in and to the Licensor Technology and Licensor Technology is free and clear of any liens, charges, security interests, mortgage, encumbrances or rights of others to possession or use that would preclude Checkmate's use of the Licensor Technology pursuant to the licenses granted in this Agreement or which would impede of preclude the diligent and complete fulfillment of its obligations under this Agreement:

8.2.11 except as set forth in the Existing Licenses, Licensor has not previously licensed, assigned, transferred, or otherwise conveyed any right, title or interest in and to the Licensor Technology to any Third Party, including any rights with respect to Licensed Compound or Licensed Product, that would preclude Checkmate's use of Licensor Technology pursuant to the licenses granted in this Agreement;

8.2.12 there are no (a) Actions relating to the Licensor Technology, the Licensed Compound or the Licensed Products pending or, to the Knowledge of Licensor, threatened against Licensor or any of its Affiliates; and (b) there are no Actions pending or, to the Knowledge of Licensor, threatened, that question the legality or propriety of the transactions contemplated by this Agreement or the consummation of the transactions contemplated herein or therein or which would reasonably be expected to prevent, hinder or delay the consummation of any of the transactions contemplated by this Agreement; and

8.2.13 to Licensor's actual knowledge, without having conducted any further inquiry or investigation, and except as cited during prosecution of the Licensor Patents or as intended to be cited upon commencement of substantive prosecution, there are no patents, patent applications, patent publications, articles or other prior art references, public use or disclosure, sales or offers to

sell, prior invention, other prior art, or any other material information, that could adversely affect the validity or enforceability of, or is otherwise pertinent to, any patent or patent application included among the Licensor Patents. The Licensor (to the extent the Licensor is or was an applicant in respect of any patent or patent application included within the Licensor Patents) and, to Licensor's actual knowledge, without having conducted any further inquiry or investigation, each inventor of the inventions claimed in the patents and patent applications included in the Licensor Patents has complied in all material respects with all applicable duties of candor and good faith in dealing with the U.S. Patent and Trademark Office and any foreign patent offices, including, without limitation, the duty to disclose to any such patent office all information known to be material to the patentability of each such invention.

8.3 Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORT 1 IN THIS ARTICLE 8, LICENSOR MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND LICENSOR SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

ARTICLE 9
INDEMNIFICATION AND INSURANCE

9.1 Indemnification by Checkmate. Checkmate shall indemnify, defend and hold Licensor and its Affiliates and each of their respective employees, officers, directors and agents (the "**Licensor Indemnitees**") harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees) to the extent arising out of Third Party claims or suits related to: (a) Checkmate's negligence or willful misconduct; (b) breach by Checkmate of its representations or warranties set forth in this Agreement; or (c) the development of a Licensed Compound or Licensed Product by or on behalf of Checkmate following the Effective Date; provided, however, that Checkmate's obligations pursuant to this Section 9.1 shall not apply (i) to the extent such claims or suits result from the negligence or willful misconduct of any of the Licensor Indemnitees, or (ii) with respect to claims or suits arising out of breach by Licensor of its representations, warranties or covenants set forth in this Agreement.

9.2 Indemnification by Licensor. Licensor shall indemnify, defend and hold Checkmate and its Affiliates and each of their respective agents, employees, officers and directors (the "**Checkmate Indemnitees**") harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees) to the extent arising out of Third Party claims or suits (including Third Party Actions) related to: (a) Licensor's negligence or willful misconduct; (b) breach by Licensor of its representations, warranties or covenants set forth in this Agreement; or (c) the development of a Licensed Compound or Licensed Product prior to the Effective Date: provided, however, that Licensor's obligations pursuant to this Section 9.2 shall not apply (i) to the extent that such claims or suits result from the negligence or willful misconduct of' an) of the Checkmate Indemnitees or (ii) with respect to claims or suits arising out of a breach by Checkmate of its representations or warranties set forth in ARTICLE 8.

9.3 No Consequential Damages. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1 OR SECTION 9.2 AS APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREIN OR ANY BREACH HEREOF. NOTWITHSTANDING THE FOREGOING NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY FROM SEEKING OR OBTAINING ANY REMEDY AVAILABLE UNDER LAW FOR ANY BREACH OF BY THE OTHER PARTY OF ITS CONFIDENTIALITY AND NON-USE OBLIGATIONS UNDER ARTICLE 7.

9.4 Notification of Claims; Conditions to Indemnification Obligations. As a condition to a Party's right to receive indemnification under this ARTICLE 9, it shall: (a) promptly notify the other Party as soon as it becomes aware of a claim or suit for which indemnification may be sought pursuant hereto; (b) cooperate, and cause the individual indemnitees to cooperate, with the indemnifying Party in the defense, settlement or compromise of such claim or suit; and (c) permit the indemnifying Party to control the defense, settlement or compromise of such claim or suit, including the right to select defense counsel. In no event, however, may the indemnifying Party compromise or settle an) claim or suit in a manner which admits fault or negligence on the part of the indemnified Party or any indemnitee without the prior written consent of the indemnified Party. Each Party shall reasonably cooperate with the other Party and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include using reasonable efforts to provide or make available documents, information and witnesses. The indemnifying Party shall have no liability under this ARTICLE 9 with respect to claims or suits settled or compromised without its prior written consent.

9.5 Insurance. During the Term, each Party shall obtain and maintain, at its sole cost and expense, insurance (including any self-insured arrangements) in types and amounts that are reasonable and customary in the pharmaceutical and biotechnology industry for companies of comparable size, at a comparable stage of development and engaged in comparable activities in the countries in which such Party operates. It is understood and agreed that this insurance shall not be construed to limit either Party's liability with respect to its indemnification obligations hereunder. Each Party shall, except to the extent self-insured, provide to the other Party upon request a certificate evidencing the insurance such Party is required to obtain and keep in force under this Section 9.5.

ARTICLE 10
TERM AND TERMINATION

10.1 Term and Expiration. The term of this Agreement (the "**Term**") shall commence on the Effective Date and, unless earlier terminated as provided in this ARTICLE 10, shall continue in full force and effect, on a country-by-country and Licensed Product-by-Licensed Product basis until the date on which the Royalty Term in such country with respect to such Licensed Product expires, at which time this Agreement shall expire in its entirety with respect to such Licensed Product in such country and the terms of Section 10.7 shall apply.

10.2 Termination of the Agreement for Convenience. At any time during the Term, Checkmate may, at its convenience, terminate this Agreement in its entirety, or on a Licensed Product-by-Licensed Product, upon ninety (90) days' prior written notice to Licensor.

10.3 Termination upon Material Breach or Bankruptcy.

10.3.1 Material Breach. If a Party breaches any of its material obligations under shall be entitled to terminate this Agreement, the Party not in default may give to the breaching Party a written notice specifying the nature of the default, requiring it to cure such breach, and stating its intention to terminate this Agreement if such breach is not cured within sixty (60) days. If such breach is not cured within sixty (60) days after the receipt of such notice the Party not in default shall be entitled to terminate this Agreement immediately by written notice to the other Party. For clarity, such material obligations may apply to the performance of either: (a) this Agreement in its entirety, in which case this provision shall apply to the entire Agreement; or (b) a specific Licensed Product or Licensed Product(s), in which case this provision shall apply only to such affected Licensed Product or Licensed Product(s).

(a) In the event of a material breach by Licensor of either (i) the grant of exclusivity in ARTICLE 2, (ii) the confidentiality provisions in ARTICLE 7 or (iii) the representations and warranties in Sections 8.1.3 and 8.1.4 that is either undisputed or confirmed by the dispute resolution procedure described in Section 10.3.2, then in lieu of terminating this Agreement, Licensee may, by written notice to Licensor, (1) convert all licenses granted to Checkmate under Section 2.1 and all sublicenses granted by Checkmate pursuant to Section 2.2 of this Agreement to worldwide, irrevocable, sub-licensable exclusive licenses in the Field, (2) terminate the provisions in Sections 3.5, 3.8, 6.7 and 7.6 of this Agreement, (3) reduce the royalties payable to Licensor for Net Sales of any Licensed Product in any country by fifty percent (50%) of the applicable royalty rate(s) set forth in Section 5.3.1, and (4) seek injunctive relief. The Parties agree that that any breach listed in this Section 10.3.1(a) will cause Licensee substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies set forth in this Section 10.3.1(a), Licensee shall have the right to seek specific performance and other injunctive and equitable relief (without being required to post a bond or other security). If Licensee elects the special remedy described in this Section 10.3.1(a), then such remedy shall be Licensee's sole and exclusive remedy for such material breach by Licensor.

10.3.2 Material Breach Dispute. Any dispute regarding an alleged material breach of this Agreement shall be resolved in accordance with ARTICLE 11 hereof.

10.3.3 Termination Upon Bankruptcy Event. If, during the Term, a Party undergoes a Bankruptcy Event, then, subject to applicable Laws and the terms of this Agreement, the other Party may terminate this Agreement in its entirety upon thirty (30) days' prior written notice to the bankrupt Party.

10.4 Effects of Termination.

10.4.1 General Effects. Upon any termination of this Agreement with respect to a Licensed Product, the following terms and conditions shall apply with respect to such Licensed Product(s) and country(ies) as are the subject of such termination:

(a) All licenses granted to Checkmate under Section 2.1 shall terminate.

(b) Checkmate shall return to Licensor or, at Licensor's option, destroy, at Licensor's cost and expense, all relevant records and materials in its possession or control containing or comprising the Licensor Know-How and the Licensor Materials, or such other Confidential Information of Licensor, to the extent solely related to such Licensed Product(s) and country(ies): provided, however, that Checkmate shall have the right to retain one copy of such Licensor Know-How and one sample of Licensor Materials and such other Confidential In formation of Licensor.

(c) Checkmate shall at Licensor's request (i) sell such materials (in whole or in part) to Licensor at a price equal to Checkmate's costs of goods, plus a twenty- five percent (25%) mark-up (transportation and transfer costs shall be at Licensor's cost and expense), or (ii) destroy any and all chemical, biological or physical materials relating to or comprising such Licensed Product(s), including clinical supplies of such Licensed Product(s), that are Controlled by Checkmate, or (iii) sell such materials to a Third Party.

(d) Checkmate and its Affiliates and Sublicensees shall be entitled, during the eighteen (18) month period following such termination, to sell any commercial inventory of such Licensed Product(s) which remains on hand as of the date of the termination, so long as Checkmate pays to Licensor the royalties applicable to said subsequent sales in accordance with the terms and conditions set forth in this Agreement. Any commercial inventory remaining following eighteen (18) month period shall be offered for sale to Licensor at a price equal to [***].

(e) Each of Checkmate's Sublicensees shall continue to have the rights and licenses set forth in its sublicense agreements, which agreements shall be automatically assigned to Licensor (to the extent authorized therein); provided, however, that such Sublicensee is not then in breach of any of its material obligations under its sublicense agreement.

10.4.2 Additional Effects Upon Termination For Licensed Products in Licensed Compound Series 1. For clarity, none of the provisions in this Section 10.4.2 shall apply to a limited termination by Checkmate pursuant to Section 10.3.1(a).

(a) Immediately following a notification of termination pursuant to Sections 10.2 or 10.3, the Parties shall agree upon a transition plan for the transition to Licensor of development and commercial activities then being conducted by Checkmate and materials to the extent solely related to such Licensed Product(s) and country(ies) and the wind-down of such activities by Checkmate. Checkmate shall, upon written request by Licensor, (I) transfer to Licensor at Licensor's cost and expense, all Regulatory Documentation and Regulatory Approvals prepared or obtained by or on behalf of Checkmate prior to the date of such termination, to the extent solely related to such Licensed Product(s) and country(ies) and transferable, and Checkmate shall have the right to retain one copy of such transferred documentation and Regulatory Approvals for record-keeping purposes, and (2) to the extent not prohibited by Law, wind down any ongoing clinical trials with respect to such Licensed Product(s), or at Licensor's option, transfer such clinical trials to Licensor at Licensor's cost and expense. Licensor shall have the option, at its discretion, to purchase from Checkmate the relevant clinical trial supplies of Licensed Product at [***].

(b) If either Party terminates this Agreement prior to the initiation by Checkmate of a Phase 1 Trial of a Licensed Product, no reversion royalties shall be owed to Checkmate pursuant to this Section. If Checkmate terminates this Agreement after the initiation by Checkmate of a Phase 1 Trial of Licensed Product but prior to the completion of such trial, then Licensor shall pay Checkmate a post-termination [***] on Net Sales of such Licensed Product, up to a maximum aggregate payment equal to three times Checkmate's total Development Expenses (as defined below) incurred in connection with the Development of the terminated Licensed Product. If Checkmate terminates this Agreement alter the completion by Checkmate of a Phase 1 Trial of a Licensed Product and before completion of a Phase 3 Trial of such Licensed Product, then Licensor shall pay Checkmate a [***] on Net Sales of such Licensed Product, up to a maximum aggregate payment equal to three times Checkmate's total Development Expenses (as defined below) incurred in connection with the Development of the terminated Licensed Product. If Checkmate terminates this Agreement after the completion by Checkmate of a Phase 3 Trial of a Licensed Product and before the filing of a New Drug Application or MAA for such Licensed Product, then Licensor shall pay Checkmate a [***] on Net Sales of such Licensed Product, up to a maximum aggregate payment equal to three times Checkmate's total Development Expenses (as defined below) incurred in connection with the Development of the terminated Licensed Product. If Checkmate terminates this Agreement after the filing of a New Drug Application or MAA for a Licensed Product, then Licensor shall pay Checkmate a [***] on Net Sales of such Licensed Product. Licensor's payment of royalties pursuant to this Section shall be calculated in accordance with the terms of Section 5.3, applied *mutatis mutandis* to Licensor, excluding the royalty reductions, credits and step-downs described therein.

(c) As used herein, "Development Expenses" means (i) any expenses accrued prior to or after the Effective Date, and which expenses are specifically attributable to the Development of Licensed Products, (ii) any costs (whether internal or costs paid by a Party to a Third Party contract manufacturer) incurred after the Effective Date for any of the following with respect to bulk API or finished Licensed Product: manufacturing process development and validation, process improvements, associated analytical development and validation and the manufacture and testing of clinical and stability, confirmation or consistency lots (including registration stability, process development, qualification, process validation, QA, and test batches), and (iii) any expenses incurred in connection with the preparation, submission and maintenance of any Regulatory- Documentation, and (iv) any royalty, milestone, or other payments payable to Third Parties on account of the Development of Licensed Products. Any costs for Checkmate's internal FTEs shall be calculated at a fixed rate to be agreed by the Parties in connection with the negotiation of the transition plan described in Section 10.4.2(a).

10.5 Rights on Bankruptcy or Insolvency. All rights and licenses granted under or pursuant to this License Agreement by Licensor are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses to intellectual property as defined under Section 101 of the Bankruptcy Code. Licensor agrees that Checkmate shall retain and may fully exercise its rights and elections under the Bankruptcy Code. If a case is commenced during the term of this License Agreement by or against a Party under the Bankruptcy Code then, unless and until this Agreement is rejected as provided in the Bankruptcy Code, such Party (in any capacity, including debtor-in-possession) and its successors and assigns (including a trustee) shall perform all of the obligations provided in this License Agreement to be performed by such Party. If a case is commenced during the term of this License Agreement by or against a Party under the

Bankruptcy Code, this License Agreement is rejected or not assumed as provided in the Bankruptcy Code and the other Party elects to retain its rights hereunder as provided in the Bankruptcy Code, then the Party subject to such case under the Bankruptcy Code (in any capacity, including debtor-in-possession) and its successors and assigns (including a Title 11 trustee), shall provide to the other Party copies of all information necessary for such other Party to prosecute, maintain and enjoy its rights under the terms of this License Agreement promptly upon such other Party's written request therefor. All rights, powers and remedies of the non-bankrupt Party as provided herein are in addition to and not in substitution for any and all other rights, powers and remedies now or hereafter existing at law or in equity (including, without limitation, the Bankruptcy Code) in the event of the commencement of a case by or against a Party under the Bankruptcy Code. Section 365(n) and the terms of this Section 10.5 shall apply and shall be enforced in and by every court, tribunal, arbitrator, regulatory body or official resolving disputes between the Parties with respect to rights in intellectual property, whether such court, tribunal, arbitrator, regulatory body or official is located in the U.S. or in any other nation or jurisdiction.

10.6 Survival.

10.6.1 Notwithstanding the expiration or termination of this Agreement pursuant to Sections 10.2 or 10.3, the following provisions shall survive: ARTICLE 7, ARTICLE 9, ARTICLE 11 and ARTICLE 13; and Sections 8.3, 10.4, 10.6, 10.7, 10.8 and any other provision that, by its terms or implication, is required to survive in order to give effect to any of the' foregoing.

10.6.2 Expiration or termination of this Agreement shall not relieve the Parties of any liability that accrued hereunder prior to the effective date of such termination. In addition, termination of this Agreement shall not preclude either Party from pursuing all rights and remedies it may have hereunder or at Law or in equity with respect to any breach of this Agreement nor prejudice either Party's right to obtain performance of any obligation.

10.7 Effects of Expiration. As of the effective date of expiration of the Royalty Term with respect to a given Licensed Product and country, the license from Licensor to Checkmate and its Affiliates under Section 2.1 and all sublicenses granted by Checkmate to its Sublicensees under Section 2.2, shall convert to a fully paid, worldwide, royalty free, irrevocable, perpetual, exclusive, and sublicensable license under the Licensor Technology to research, develop, manufacture, have manufactured, use and Commercialize Licensed Compound and such Licensed Product in the Field in such country.

10.8 Other Remedies. Termination of this Agreement for any reason shall not release either Party from any liability or obligation that already has accrued prior to such termination. Termination of this Agreement for any reason shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect or limit, any rights or remedies that otherwise may be available at Law or in equity.

ARTICLE 11
DISPUTE RESOLUTION

11.1 Disputes. The Parties recognize that disputes as to certain matters may from time to time arise during the Term which relate to either Party's rights and/or obligations hereunder. It is the objective of the Parties to establish under this ARTICLE 11 procedures to facilitate the resolution of disputes arising under this Agreement in an expedient manner by mutual cooperation and without resort to litigation. In the event that the Parties are unable to resolve such dispute through diligent review and deliberation by the Senior Executives within thirty (30) days from the day that one' Party had designated the issue as a dispute in written notice to the other Party, then either Party shall have the right to escalate such matter to the Executive Officers as set forth in Section 11.2.

11.2 Escalation to Executive Officers. Either Party may, by written notice to the other Party, request that a dispute that remains unresolved by the Senior Executives for a period of thirty (30) days as set forth in Section 11.1 arising between the Parties in connection with this Agreement, or a dispute relating to material breach, be resolved by the Executive Officers, within fifteen (15) days alter referral of such dispute to them If the Executive Officers cannot resolve such dispute within fifteen (15) days alter referral of such dispute to them, then, at any time alter such fifteen (15) day period, either Party may proceed to enforce any and all of its rights with respect to such dispute.

11.3 Litigation; Venue. The Parties agree that, except as otherwise set forth in Section 11.1 or 11.2, any dispute, controversy or claim arising out of, related to or in connection with Agreement shall be finally determined by litigation in the federal courts located in the Stale of New York, or to a state court in such jurisdiction if applicable Law precludes federal court jurisdiction.

ARTICLE 12
ACTIVITIES BETWEEN SIGNING AND EFFECTIVE DATE

12.1 Provision of Materials Prior to Effective Date. Licensor shall provide Checkmate, at Checkmate's expense, with certain Licensor Materials prior to the Effective Date, including CYT003 and Qbeta specific monoclonal antibodies, as may be reasonably requested by Checkmate for the purpose of enabling Checkmate's conduct of certain non- clinical research activities using such Licensor Materials.

12.2 Return Upon Delayed Effectiveness. If the Effective Date has not occurred ninety (90) days following the Signing Date, then, upon Licensor's written request, Checkmate shall return to Licensor or, at Checkmate's option, destroy, at Licensor's cost and expense, all Licensor Materials provided to Checkmate as described in Section 12.1 and shall assign to Licensor any Intellectual Property rights generated by or on behalf of Checkmate through the use or testing of such Licensor Materials.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 Relationship of the Parties. Nothing in this Agreement is intended or shall be deemed, for financial, tax, legal or other purposes, to constitute a partnership, agency, joint venture or employer-employee relationship between the Parties.

13.2 Assignment.

13.2.1 Limitation. Subject to the provisions of this Section 13.2, neither this Agreement nor any of the rights and obligations of a Party under this Agreement shall be assigned to any person or entity, without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may, without the consent of the other Party, assign this Agreement or its rights or obligations under this Agreement: (i) to an Affiliate; (ii) in connection with the transfer or sale of all or substantially all of its assets to which this Agreement relates; or (iii) in the event of a Change of Control.

13.2.2 Continuing Obligations. This Agreement shall be binding upon, and inure to the benefit of each Party, its Affiliates, and its permitted successors and assignee. Each Party shall be responsible for the compliance by its Affiliates with the terms and conditions of this Agreement, and for clarity, in the event of an assignment to an Affiliate, the assignor party shall remain as principal obligor for all or any obligations and liabilities assigned to such Affiliate under the terms of this Agreement.

13.2.3 Void Assignments. Any purported assignment not in accordance with this Section 13.2 shall be void.

13.3 Performance and Exercise by **Affiliates**. Checkmate shall have the right to have any of its obligations hereunder performed, or its rights hereunder exercised, by, any of its Affiliates and the performance of such obligations by any such Affiliate(s) shall be deemed to be performance by Checkmate: provided, however, that Checkmate shall be responsible for ensuring the performance of its obligations under this Agreement and that any failure of any Affiliate performing obligations of Checkmate hereunder shall be deemed to be a failure by Checkmate to perform such obligations. For clarity, the foregoing means that Checkmate may designate an Affiliate to perform its obligations hereunder or to be the recipient of Licensor's performance obligations hereunder.

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

13.5 Accounting Procedures. Each Party shall calculate all amounts, and perform other accounting procedures required, under this Agreement and applicable to it in accordance with GAAP.

13.6 Force Majeure. Neither Party shall be liable to the other Party or be deemed to have breached or defaulted under this Agreement for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by or results from acts of God, earthquake, riot, civil commotion, terrorism, war, strikes or other labor disputes, fire, flood, failure or delay of transportation, omissions or delays in acting by a governmental authority, acts of a government or an agency thereof or judicial orders or decrees or restrictions or any other reason which is beyond the control of the respective Party. The Party affected by force majeure shall provide the other Party with fill particulars thereof as soon as it becomes aware of the same (including its best estimate of the likely extent and duration of the interference with its activities), and shall use Commercially Reasonable Efforts to overcome the difficulties created thereby and to resume performance of its obligations hereunder as soon as practicable.

13.7 No Trademark Rights. No right, express or implied, is granted by this Agreement to a Party to use in any manner the name or any other trade name or trademark of the other Party in connection with the performance of this Agreement or otherwise.

13.8 Entire Agreement of the Parties; Amendments. This Agreement and the Schedules hereto constitute and contain the entire understanding and agreement of the Parties respecting the subject matter hereof and cancel and supersede any and all prior negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. No waiver, modification or amendment of any provision of this Agreement shall be valid or effective unless made in a writing referencing this Agreement and signed by a duly authorized officer of each Party.

13.9 Captions. The captions to this Agreement are for convenience only, and are to be of no force or effect in construing or interpreting any of the provisions of this Agreement.

13.10 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding application of any conflict of laws principles that would require application of the Law of a jurisdiction outside of the State of New York.

13.11 Notices and Deliveries. Any notice, request, approval or consent required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by facsimile (receipt verified) or by express courier service (signature required) to the Party to which it is directed at its address or facsimile number shown below or such other address or facsimile number as such Part) shall have last given by notice to the other Party.

If to Checkmate, addressed to:

Checkmate Pharmaceuticals LLC
49 Trowbridge St. #3
Cambridge, MA 02138, USA
Attn: CEO
Email: akrieg@checkmatepharma.com

With a copy to:

Name: Charles Yon, Esq.
[***]

If to Licensor, addressed to:

Name: Cytos Biotechnology AG
Street: Wagistrasse 25
City: 8952 Schlieren
Country: Switzerland
Attn: CEO

With a copy to:

Name: VISCHER AG
Street: Aeschenvorstadt 4
City: 4010 Basel
Country: Switzerland

13.12 Waiver. A waiver by either Party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any other term or condition hereof. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.

13.13 Severability. When possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Law, but if any provision of this Agreement is held to be prohibited by or invalid under Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. The Parties shall make a good faith effort to replace the invalid or unenforceable provision with a valid one which in its economic effect is most consistent with the invalid or unenforceable provision.

13.14 No Implied License. No right or license is granted to Licensor hereunder by implication, estoppel, or otherwise to any know-how, patent or other Intellectual Property right owned or controlled by Checkmate or its Affiliates.

13.15 Interpretation. The words “include,” “includes” and “including’’ shall be deemed to be followed by the phrase ‘‘without limitation,” All references herein to Articles, Sections, and Schedules shall be deemed references to Articles and Sections of, and Schedules to, this Agreement unless the context shall otherwise require. Unless the context otherwise requires, countries shall include territories.

13.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall he deemed to be one and the same instrument. A facsimile or a portable document format (PDF) copy of this Agreement, including the signature pages, shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the Signing Date.

CYTOS BIOTECHNOLOGY LTD

By: /s/ Christian Itin

Name: Christian Itin

Title: CEO

CHECKMATE PHARMACEUTICALS, LLC.

By: /s/ Arthur M. Krieg

Name: Arthur M. Krieg

Title: CEO

SCHEDULE 1.18

CYT003 DESCRIPTION

[***]

SCHEDULE 1.42

LICENSOR PATENTS

[Schedule begins on following page.]

Patent Family: Packaging of ISS into Virus-Like Particles: Method of Preparation and Use

Applicant: Cytos Biotechnology AG

Investors: Martin Bachmann, Tazio Stormi, Patrick Maurer, Alain Tissot, Katrin Schwarz, Edwin Meijerink, Gard Lipowaky, Paul Pumpens, Indulis Clelens, Regina Renhofa

Cytos Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication No.	Grant Date	Patent No.	Status
P1010ATLP	AT	Validated after EPC	16.09.2002	E-0147957	US	14.09.2001	60/310,991	60/374,145 (22.04.2002)	27.03.2003	1450856	11.11.2009	E447907	Granted
P1010AD00	AD	PCT Based with Priority	16.09.2002	2002333224	US	14 09.2001	60/310,934	60/374,145 (22.04.2002)			22.01.2009	2002339224	Granted
P1010AD01	AD	Divisional	16.09.2002	2009200115	US	14 09.2001	60/318,994	60/374,145 (22.04.2002)	05.02.2009	2009200115	10.08.2012	2009200115	Granted
P1010DEEP	BE	Validated after EPC	16.09.2002	2777600.4	US	14.09.2001	60/310.994	60/374,145 (22.04.2002)	27.03.2003	1450856	11.11.2009	1460856	Granted
P1010CA00	CA	PCT Based with Priority	16.09.2002	2,492,826	US	14.09.2001	60/318/934	60/374,145 (22.04.2002)					Pending
P1010CHEP	CH	Validated after EPC	16.09.2002	2777600.4	US	14.09.2001	60/318/994	60/374,145 (22.04.2002)	27.03.2003	1460856	11.11.2009	1450856	Granted
P1010CN00	CN	PCT Based with Priority	16.09.2002	2817935.8	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	27.03.2005	1599623A	11.05.2011	ZL02817935.8	Granted
P1010CYEP	CY	Validated after EPC	16.09.2002	20101100114	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	27.03.2003	1450956	11.11.2009	1450856	Granted
P1010DEEP	DE	Validated after EPC	16.09.2002	60234375.5-08	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	27.03.2003	1450856	11.11.2009	1450856	Granted
P1010DKEP	DK	Validated after EPC	16.09.2002	2777600.4	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	27.03.2003	1450856	11.11.2009	1450856	Granted
P1010EP00	EP	PCT Based with Priority	16.09.2002	2777600.4	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	27.03.2003	1450856	11.11.2009	1450856	Granted
P1010EP01	EP	Divisional	16.09.2002	9014047.6	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	16.06.2010	2196217			Closed
P1010ESEP	ES	Validated after EPC	16.09.2002	2777600.4	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	27.03.2003	1450856	11.11.2009	1450856	Granted
P1010FREP	FR	Validated after EPC	16.09.2002	2777600.4	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	27.03.2003	1450856	11.11.2009	1450856	Granted
P1010GBEP	GB	Validated after EPC	16.09.2002	2777600.4	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	27.03.2003	1450856	11.11 2009	1450856	Granted
P1010GREP	GR	Validated after EPC	16.09.2002	2777600.4	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	27.03.2003	1450856	11.11.2009	10670598	Granted
P1010HK00	HK	Based on European Patent Application	16.09.2002	4110189.6	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	01.04.2005	1067856	26.03.2010	10670598	Granted
P1010IEEP	IE	Validated after EPC	16.09.2002	2777600.4	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)	27.03.2003	1460856	11.11.2009	1450856	Granted
P1010:N00	IN	PCT based with Priority	16.09.2002	551/CHENP/2004	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)			26.11.2009	236919	Granted
P1010:N01	IN	Divisional	16.09.2002	3160/CHENP/2009	US	14.09.2001	60/318,994	60/374,145 (22.04.2002)					Pending
P1010ITEP	IT	Validated after EPC	16.09.2002	27776004	US	14.09.2001	60/310,994	06/374,145 (22.04.2002)	27.03.2003	1450856	11.11.2009	1450856	Granted
P1010JP00	JP	PCT Based with Priority	16.09.2002	2003-528575	US	14.09.2001	60/318,994	06/374,145 (22.04.2002)	16.06.2005	2005.517632	21.05.2010	4516748	Granted

Cytos Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication No.	Grant Date	Patent No.	Status
P101JP01	JP	Divisional	16.09.2002	2009-091943	US	14.09.2001	60/318,994	06/374,145 (22.04.2002)	17.08.2011	4749475	27.05.2011	4749475	Granted
P1010NLEP	NL	Validated after EPC	16.09.2002	2777600.4	US	14.09.2001	60/318,994	06/374,145 (22.04.2002)	27.03.2003	1450858	11.11.2009	1450856	Granted
P1010PC00	PC	With Priority	16.09.2002	PCT/IB02/04132	US	14.09.2001	60/318,994	06/374,145 (22.04.2002)	27.03.2003	WO2003/024481A2			Closed
P1010SEEP	SE	Validated after EPC	16.09.2002	2777600.4	US	14.09.2001	60/318,994	06/374,145 (22.04.2002)	27.03.2003	1450856	11.11.2009	1450850	Granted
P1010TREP	TR	Validated after EPC	16.09.2002	2777600.4	US	14.09.2001	60/318,994	06/374,145 (22.04.2002)	27.03.2003	1450856	11.11.2009	1450856	Granted
P1010US00	US	Provisional	14.09.2001	60/310,994									Closed
P1010US01	US	Provisional	22.04.2002	60/374,145									Closed
P1010US02	US	With Priority	16.09.2002	10/244,065	US	14.09.2001	60/318,994	06/374,145 (22.04.2002)	29.05.2003	2003/0099668A1			Closed
P1010US03	US	Contribution/Additional	10.11.2011	13/294,0008	US	14.09.2001	60/318,994	06/374,145 (22.04.2002)	29.11.2012	2012/0301499A1	08.04.2014	8,691,209	Granted
P1010US04	US	Contribution/Additional	23.01.2014	14/162,600	US	14.09.2001	60/318,994	06/374,145 (22.04.2002)					Pending

Patent Family: Packaging of Innumostimulatory substances into Virus-Like Particles: Method of Preparation and Use

Applicant: Cytos Biotechnology AG

Investors: Martin Bachmann, Andreas Cornelius, Vania Manolova, Patrick Maurer, Edwin Meijerink, Kari G. Proba, Katrin Schwarz

Cytos Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication No.	Grant Date	Patent No.	Status
P1038AY00	AU	PCT Based with Priority	25.03.2004	2004224762	US	26.03.2003	60/457,348		24.12.2009	2004224762	08.04.2010	2004224782	Granted
P1038CHEP	CH	Validated after EPC	25.03.2004	04723207.9	US	26.03.2003	60/457,348		07.10.2004	1605973	26.09.2012	1605873	Granted
P1038DEEP	DE	Validated after EPC	25.03.2004	602004039458.0	US	26.03.2003	60/457,348		07.10.2004	1605973	26.09.2012	1605873	Granted
P1038EP00	EP	PCT Based with Priority	25.03.2004	04723207.9	US	26.03.2003	60/457,348		07.10.2004	1605973	26.09.2012	1605873	Granted
P1038FREP	FR	Validated after EPC	25.03.2004	04723207.9	US	26.03.2003	60/457,348		07.10.2004	1605973	26.09.2012	1605873	Granted
P1038GBEP	GB	Validated after EPC	25.03.2004	04723207.9	US	26.03.2003	60/457,348		07.10.2004	1605973	26.09.2012	1605873	Granted
P1038IN00	IN	PCT Based with Priority	25.03.2004	2391/CHEN/2005	US	26.03.2003	60/457,348				19.05.2009	234298	Granted
P1038PC00	PC	With Priority	25.03.2004	PCT/EP04/003165	US	26.03.2003	60/457,348		07.10.2004	WO2004/094940A1			Closed
P1038US00	US	PCT Based with Priority	25.03.2004	10/550,519	US	26.03.2003	60/457,348		09.11.2006	2006/0251677A1	14.04.2009	7,517,520	Granted
P1038US01	US	Continuation/Additional	25.03.2009	12/410,085	US	26.03.2003	60/457,348		22.04.2010	2010/0098722A1			Closed
P1038ZA00	ZA	PCT Based with Priority	25.03.2004	2005/07063	US	26.03.2003	60/457,348				28.03.2007	2005/07063	Granted

Patent Family: Scalable Fermentation Process

Applicant: Cytos Biotechnology AG

Investors: Frank Hennecke, Martin Rhiel, Marcel Emmerling, Holger Pfrunder, Philipp Steiner

Cytos Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication No.	Grant Date	Patent No.	Status
P1049AU00	AU	PCT Based with Priority	24.05.2006	2006251098	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)	30.11.2006	2006251098	05.01.2012	2006251098	Granted
P1049CA00	CA	PCT Based with Priority	24.05.2006	2608579	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)					Pending
P1049CHEP	CH	Validated after EPC	24.05.2006	6777243.4	EP	26.05.2005	5011416.4		30.11.2006	1885847		1885847	Granted
P1049CN00	CN	PCT Based with Priority	24.05.2006	2.0068E+11	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)	02.07.2008	CN101213294A	27.03.2013	ZL200680023620.0	Granted
P1049DEEP	DE	Validated after EPC	24.05.2006	6777243.4	EP	26.05.2005	5011416.4		30.11.2006	1885847		1885847	Granted
P1049EP00	EP	Priority Founding	26.05.2005	5011416.4					29.11.2006	1725642			Closed
P1049EP01	EP	Priority Founding	21.07.2005	5106729.6					24.01.2007	1746165			Closed
P1049EP02	EP	PCT Based with Priority	24.05.2006	6777243.4	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)	30.11.2006	1885847		1885847	Granted
P1049ESEP	ES	Validated after EPC	24.05.2006	6777243.4	EP	26.05.2005	5011416.4		30.11.2006	1885847		1885847	Granted
P1049GREP	FR	Validated after EPC	24.05.2006	6777243.4	EP	26.05.2005	5011416.4		30.11.2006	1885847		1885847	Granted
P1049GBEP	GB	Validated after EPC	24.05.2006	6777243.4	EP	26.05.2005	5011416.4		30.11.2006	1885847		1885847	Granted
P1049IEEP	IE	Validated after EPC	24.05.2006	6777243.4	EP	26.05.2005	5011416.4		30.11.2006	1885847		1885847	Granted
P1049IL00	IL	PCT Based with Priority	24.05.2006	187341	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)			01.12.2012	187341	Granted
P1049IN00	IN	PCT Based with Priority	24.05.2006	9176/DELNP/2007	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)					Pending
P1049ITEP	IT	Validated after EPC	24.05.2006	6777243.4	EP	26.05.2005	5011416.4		30.11.2006	1885847		1885847	Granted
P1049JP00	JP	PCT Based with Priority	24.05.2006	2008-512847	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)	18.12.2006	2006-545401	27.12.2013	5442251	Granted
P1049NLEP	NL	Validated after EPC	24.05.2006	6777243.4	EP	26.05.2005	5011416.4		30.11.2006	1885847		1885847	Granted
P1049NZ00	NZ	PCT Based with Priority	24.05.2006	563708	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)	27.08.2010	563709	07.12.2010	563708	Granted
P1049PC00	PC	With Priority	24.05.2006	PCT/EP2006/062628	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)	30.11.2006	WO2006/125821A2			Closed
P1049SG00	SG	PCT Based with Priority	24.05.2006	200718035-9	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)			15.07.2010	137907	Granted
P1049US00	US	PCT Based with Priority	24.05.2006	11/321,023	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)	13.01.2011	2011/0008831A1			Closed
P1049US01	US	Continuation/Additional	22.12.2011	13/335,008	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)	20.12.2012	2012/0322103A1			Closed
P1049US02	US	Continuation/Additional	07.04.2014	14/247,097	EP	26.05.2005	5011416.4	EP05106729.6 (21.07.205)					Pending

Patent Family: Scalable Process for Protein Purification

Applicant: Cytos Biotechnology AG

Inventors: Susanne Richter, Simon Topeil

Cytos Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication No.	Grant Date	Patent No.	Status
P1050CHEP	CH	Validated after EPC	20.06.2006	6792464.7	EP	21.06.2005	5105513.5		28.12.2006	1893751	05.03.2013	1893751	Granted
P1050DEEP	DE	Validated after EPC	20.06.2006	6792464.7	EP	21.06.2005	5105513.5		28.12.2006	1893751	07.03.2013	1893751	Granted
P1050EP00	EP	Priority Founding	20.06.2006	5105513.5					27.12.2006	1736638	08.03.2013		Closed
P1050EP01	EP	PCT Based with Priority	20.06.2006	6792464.7	EP	21.06.2005	5105513.5		28.12.2006	1893751	09.03.2013	1893751	Granted
P1050FREP	FR	Validated after EPC	20.06.2006	6792464.7	EP	21.06.2005	5105513.5		28.12.2006	1893751	10.03.2013	1893751	Granted
P1050GBEP	GB	Validated after EPC	20.06.2006	6792464.7	EP	21.06.2005	5105513.5		28.12.2006	1893751	11.03.2013	1893751	Granted
P1050PC00	PC	With Priority	20.06.2006	PCT/EP2006/063373	EP	21.06.2005	5105513.5		28.12.2006	WO2006/136566A1	12.03.2013		Closed
P1050US00	US	PCT Based with Priority	20.06.2006	11/922,591	EP	21.06.2005	5105513.5		19.02.2009	2009/0048433A1	13.03.2013	7,888,888	Granted
P1050US01	US	Continuation/Additional	23.12.2010	12/978,033	EP	21.06.2005	5105513.5				14.03.2013		Closed
P1050US02	US	Continuation/Additional	22.08.2011	13.214,825	EP	21.06.2005	5105513.5		23.08.2012	2012/0214976A1	15.03.2013		Closed

Patent Family: Processes for Packaging Oligonucleotides into Virus-Like Particles of RNA Bacteriophages

Applicant: Cytos Biotechnology AG

Inventors: Matthias Kinzler, Karl Proba

Cytos Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication No.	Grant Date	Patent No.	Status
P1070ATEP	AT	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	31.07.2013	2032592	31.07.2013	E624690	Granted
P1070AU00	AU	PCT Based with Priority	12.06.2007	2007260236	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)			23.06.2013	2007260236	Granted
P1070AU01	AU	Divisional	12.06.2007	2013204383	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)					Pending
P1070BEEP	BE	Validated after EPC	12.06.2007	7764627.10	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592.0	Granted
P1070UGEP	UG	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070BR00	BR	PCT Based with Priority	12.06.2007	P10718651.0	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)					Pending
P1070CA00	CA	PCT Based with Priority	12.06.2007	2655108	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)					Pending
P1070CHEP	CH	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070CN00	CN	PCT Based with Priority	12.06.2007	1.0078E+11	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	24.06.2009	CN101466720A	02.01.2013	200780021918.20	Granted
P1070CYEP	CY	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070CZEP	CZ	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070DEEP	DE	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	602007032006.20	Granted
P1070DKEP	DK	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070EEEP	EE	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	E000556	Granted
P1070EP00	EP	PCT Based with Priority	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070EP01	EP	Divisional	12.06.2007	12167784.2	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	05.12.2012	2032592			Pending
P1070ESEP	ES	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070FIEP	FI	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070FREP	FR	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted

Cytos Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication No.	Grant Date	Patent No.	Status
P1070GBLP	GB	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070GREP	GR	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	3081500	Granted
P1070HUEP	HU	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	E07784627	Granted
P1070IEEP	IE	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070IL00	IL	PCT Based with Priority	12.06.2007	193520	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)					Pending
P1070IN00	IN	PCT Based with Priority	12.06.2007	1019/DELNP/2008	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)					Pending
P1070ISEP	IS	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070ITEP	IT	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070JP00	JP	PCT Based with Priority	12.06.2007	2009-514696	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	19.11.2009	2009-539907	20.12.2013	5437797	Granted
P1070JP01	JP	Divisional	12.06.2007	2013-255691	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)					Pending
P1070KR00	KR	PCT Based with Priority	12.06.2007	10-2009-7000353	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)					Pending
P1070LTEP	LT	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070LULP	LU	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070LVEP	LV	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070MCEP	MC	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070MTEP	MT	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070MX00	MX	PCT Based with Priority	12.06.2007	MX/02008/015529	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)			29.05.2012	299594	Granted
P1070NLEP	NL	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070NZ00	NZ	PCT Based with Priority	12.06.2007	573622	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	22.12.2011	573622	02.04.2012	573622	Granted
P1070PC00	PC	With Priority	12.06.2007	PCT/EP2007/005189	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	WO2007/144150A1			Closed
P1070PLEP	PL	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070PTEP	PT	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070ROEP	RO	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070RU00	RU	PCT Based with Priority	12.06.2007	2008131507	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)			03.09.2012	2032592	Granted
P1070SEEP	SE	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted

Cytos Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication No.	Grant Date	Patent No.	Status
P1070SG00	SG	PCT Based with Priority	12.06.2007	20000097-3	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)					Closed
P1070SG01	SG	Divisional	12.06.2007	201104247-0	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	20.07.2011	172696			Pending
P1070SIEP	SI	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070SKEP	SK	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	E14870	Granted
P1070TREP	TR	Validated after EPC	12.06.2007	7764627.1	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	21.12.2007	2032592	31.07.2013	2032592	Granted
P1070US00	US	PCT Based with Priority	12.06.2007	12/304.620	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)	28.10.2010	2010/0273237A1	24.09.2013	8.541.559	Granted
P1070US01	US	Continuaton/Additional	18.07.2013	13/942.483	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)					Pending
P1070US02	US	Divisional	18.07.2013	13/945.697	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)					Closed
P1070US03	US	Divisional	18.07.2013	13/945.708	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)					Pending
P1070ZA00	ZA	PCT Based with Priority	12.06.2007	2008/10109	US	12.06.2006	60/812.592	PCT/2006/069734 (14.12.2006)			24.02.2010	2008/10109	Granted

Patent Family: Oligonucleotides containing high concentrations of guanine monomers

Applicant: Cytos Biotechnology AG

Inventors: Brian Sproat

Cytos Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication No.	Grant Date	Patent No.	Status
P1084AU00	AU	PCT Based with Priority	12.12.2007	2007333147	US	12.06.2006	60/869.588				03.04.2014	2007133147	Granted
P1084AU01	AU	Divisional	12.12.2007	2013704442	US	12.06.2006	60/869.588						Pending
P1084CA00	CA	PCT Based with Priority	12.12.2007	2671873	US	12.06.2006	60/869.588	2007333147					Pending
P1084CN00	CN	PCT Based with Priority	12.12.2007	200780049850.9	US	12.06.2006	60/869.588	2007133147	23.12.2009	CN101611048A	07.11.2012	ZL200780049850.9	Granted
P1084EP00	EP	PCT Based with Priority	12.12.2007	7060549.5	US	12.06.2006	60/869.588		19.06.2008	2125054			Pending
P1084IN00	IN	PCT Based with Priority	12.12.2007	3334/CHENP/2009	US	12.06.2006	60/869.588						Pending
P1084JP00	JP	PCT Based with Priority	12.12.2007	2009-541546	US	12.06.2006	60/869.588		22.04.2010	2010-512169	10.10.2013	5389662	Granted
P1084PC00	PC	With Priority	12.12.2007	PCT/US2007/087183	US	12.06.2006	60/869.588		19.06.2008	WO2008/073960A2			Closed
P1084US00	US	Provisional	12.12.2006	60/869.668	US								Closed
P1084US01	US	With Priority	12.12.2007	11/954.511	US	12.06.2006	60/869.588		12.06.2008	2008/0139797A1	19.11.2013	8586728	Granted
P1084US02	US	Continuation/Additional	15.10.2013	14/054.068	US	12.06.2006	60/869.588						Pending

SCHEDULE 1.63

TECHNOLOGY AND PROGRAM TRANSFER PLAN

1 PROJECT STAKEHOLDERS AND CONTRACTUAL STATUS

Party	Role/Tasks in the Project	Contact/Actions
[***]	Production of oligonucleotide G10 [***] Stability study of oligonucleotide G10. Storage of G10	[***] Storage of materials secured and pre-paid by Cytos until December 31, 2015. Extension of Storage agreement beyond that period required.
[***]	CYT003-QbG10 DS production. [***]	[***] Storage of materials secured and pre-paid by Cytos until December 31, 2015. Extension of storage agreement beyond that period required.
[***]	Analytics of oligonucleotide G10 [***] Storage of materials for analytical testing. Storage of stability samples (except G10)	[***] Storage of materials secured and pre-paid by Cytos until December 31, 2015. Extension of storage agreement beyond that period required.
[***]	Development of in-vivo and in-vitro potency tests. Storage of materials for potency testing.	[***] Storage of materials secured and pre-paid by Cytos until December 31,2015. Extension of storage agreement beyond that period required.

2 TECHNOLOGY TRANSFER ACTIVITIES

Task	Timeline	Responsible
Cytos to transfer Documentation to Checkmate	Within 5 Business Days of Closing	Cytos
Cytos to relieve third party project stakeholders from their confidentiality obligations owed to Cytos vis-a-vis Checkmate • [***]	Within 5 Business Days of Closing	Cytos
Cytos to connect third party project stakeholders with point of contact at Checkmate and facilitate Checkmate entering into agreements with such project stakeholders	Within 5 Business Days of Closing	Cytos/Checkmate
Cytos to assign ownership of Licensor Materials stored at third party project stakeholders to Checkmate • [***]	Upon payment for such Licensor Materials by Checkmate	Cytos
Checkmate to set up new stability study in order to maintain GMP status of materials • Oligonucleotide G10 (material stored at Avecia and Fujifilm, stability performed at Avecia)	At Checkmate's discretion following Closing	Checkmate

3 TRANSFERED MATERIALS

Material/Equipment	Purpose of Use	Amounts Transfered	Storage Place	Docs	Comment
MCB Q08.20030325	Qbeta MCB	82 vials	FCS	DR-030228-CYT-01 BR-030327-WA1-01 QAR-050314-GH2-01 COA-030718-RJ1-01 BC-030721-RJ1-01 SPC-030423-NS1-02 JOS-131023-FDB1-01 AP-131022-FDB1-01 B3134-MCB-001 Certificate of Analysis B3134-MCB-001 Compliance Statement B3134 MCB Study Protocol	Vials stored at FCS to be sent to FDB

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Material/Equipment	Purpose of Use	Amounts Transfered	Storage Place	Docs	Comment
WCB Q08.20050519	Qbeta WCB	50 vials	FCS	BR-050527-WA1-01 PR-050601-HF1-01 QAR-050606-GH2-01 BC-051101-NS1-01 CER-080124-HT4-01 SPC-050613-GHZ-01 JOS-131023-FOB1-01 AP-131022-FDB1-01 B3134-WCB-001 Certificate of Analysis B3134-WCB-001 Compliance Statement B3134 WCB Study Protocol	Vials stored at FCS to be sent to FDB
Oligonucleotide G10	GMP-Grade	Available on request 26 g (CHF 75 000)	Avecia	MBR-140328-AVE1-01 COA-140328-AVE1-01 COC-140328-AVE1-01 CER-140328-AVE1-01	
CYT003-QbG10(API)	Non-clinical use	Available on request (CHF 30/mg) Est Run 2 (3.57 mg/ml) 4 x 30 ml 2 x 250 ml 1 x 80.6 ml	FDB	TR-140226-FDB1-01 COA-140220-FDB1-01 COA-140220-FDB1-02 COA-140220-FDB1-03	
QbG10 standard ([***] material NBA0674-17-21)	Standard for in-vivo and in-vitro potency development	20 vials 1 x 30 ml	BSL	OA-140220-FDB1-01	
Qb [***] Batch 11	Potency test (in-vivo)	50 x 0.2 ml (3.1 mg/ml	BSL	TR-070715-LON-01 COA-140225-KA2-02	
Standard IS055 (Qb dimer standard	Standard for Qb dimer testing	150 x 0.4 ml	Solvias	COA-140113-KA2-01	
Standard IS027 (G10 ± x nucleotides)	Standard for QBG10 testing	20 x 250 µl	Cytos	COA-131014-KA2-01 COA-100407-WG1-01	
Standard IS040 (QbG10 standard)	Standard for QBG10 testing	100 x 0.1 ml	Solvias	COA-140127-KA2-01	

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Material/Equipment	Purpose of Use	Amounts Transfered	Storage Place	Docs	Comment
E. coli lysate pMt0105 (not released as HCP standard IS020)	Used for goat immunization against HCP, Standard for host cell protein testing	3 x 50 ml	Cytos	LR-050308-RS2-01 TR-061205-RS2-01	
Goat anti pMt0105 antiserum	Antiserum for HCP ELISA	10 x 5 ml 2 x 50 ml	Cytos	TR-050722-NWL-01 LR-060307-CA1-01 TR-060829-CA1-01	
Goat anti pMt0105 raw sera	Goat raw sera for purification of antiserum used in HCP ELISA	4 bottles	Cytos	TR-050722-NWL-01	
Antibody 3H10	Mouse anti-QB lgG2a for in vivo potency test	10 x 0.01 ml (0.66 mg/ml) 5 x 0.1 ml (0.66 mg/ml) 2 x 1 ml (0.66 mg/ml) 2 x 0.01 ml (0.518 mg/ml) 2 x 0.1 ml (0.518 mg/ml) 2 x 1 ml (0.518 mg/ml)	BSL	TR-131216-MCR1-01	
Anti-Qb scFv-Fc fusion protein	For in-vivo potency test	3 x 0.1 ml (2.688 mg/ml) 1 x 1 ml (2.688 mg/ml) 10 x 0.1 ml {1.22 mg/ml) 1 x 1 ml (1.22 mg/ml)	BSL	TR-140414-MCR1-01	
Anti-Qb5 (hlgG1) (monoclonal human antibody against Qbeta)	For in-vitro efficacy experiments and establishment of in vitro potency assay	Available on request (CHF 110/mg)	Cytos		
PMDC05 cells	Cell line for establishment of in-vitro potency test	(see comment)	BSL	Narita M., et al. (2009) Leukemia Research 33, 1224-1232; Yamahira A. et al. (2012) Leukemia Research 36, 1541-1546	Cell line was licensed from Niigata University. Transfer of the cell line would need to be approved by Niigata University and an annual license fee would need to be paid

SCHEDULE 1.63

4 CMC DOCUMENTS TO BE TRANSFERRED TO CHECKMATE

4.1 Documents need to be transferred for the CYT003-QbG10 Process

Product / Module	Development reports	Production Reports
Oligonucleotide G10 — Intermediate — Chemical synthesis	TR-090518-LON1-01 TR-051007-SA1-01 TR-051130-KM1-01 TR-060504-KM1-01 TR-060720-RNA-01 TR-070130-RNA-01 TR-070226-RNA-01 TR-070404-RNA-01 TR-070504-RNA-01 TR-080404-KM1-01 TR-080410-LON-01 TR-080410-LON-02 TR-080710-BSP-01 TR-130626-AVE1-01 TR-130816-AVE1-01 TR-140121-AVE1-01 TR-140129-AVE1-01	**Batch Biospring 18**: BR-071211-BSP1-01 RM R-070803-WB1-01 BC-080520-BSP1-01 COA-080814-BSP1-01 SPC-070816-WG1-01 **Avecia GMP batch AZJ 100000**: MBR-140205-AVE1-01 MBR-140317-AVE1-01 MBR-140327-AVE1-01 MBR-140328-AVE1-01 MBR-140328-AVE1-02 MBR-140328-AVE1-03 BRR-140414-AVE1-01
Cell banks — MCB Qbeta — WCB Qbeta	**MCB Q08.20030325**: DR-030228-CYT-01	**MCB Q08.20030325**: BR-030327-WA1-01 QAR-050314-GH2-01 COA-030718-RJ 1-01 BC-030721-RJ 1-01 SPC-030423-NS1-02 **WCB Q08.20050519**: BR-050527-WA1-01 PR-050601-HF1-01 QAR-050606-GH2-01 BC-051101-NS1-01 CER-080124-HT 4-01 SPC-050613-GH2-01

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Product / Module	Development reports	Production Reports
		Fujifilm documents: JOS-131023-FDB1-01 AP-131022-FDB1-01 B3134-MCB-001 Certificate of Analysis B3134-MCB-001 Compliance Statement B3134-WCB-001 Certificate of Analysis B3134-WCB-001 Compliance Statement B3134 MCB Study Protocol 83134 WCB Study Protocol
Qbeta Dimer — Intermediate for CYT003 – QbG10(API) — Biotechnihological process	**Fermentation**: DR-040719-RM1-01 TR-050531-RM1-01 TR-060127-PH1-01 TR-060822-LON-01 TR-061129-LON-01 TR-070322-PH1-01 TR-070327-PH1-01 TR-070515-LON-01 TR-080808-KR3-01 TR-140128-FDB1-01 **Fujifilm reports**: TR-140128-FDB1-01 **Downstream Processing**: TR-051110-RS2-01 TR-060612-TS1-01 TR-060822-LON-01 TR-060824-PK1-01 TR-061026-PK1-01 TR-061103-RS2-01 TR-061103-TS1-01 TR-061129-LON-01 TR-070312-GC2-01	**Cytos fermentation batch QBF110**: BR-1004-01_QBF110 PR-060216-TS1-01 QAR-060516-Ml1-04 **Lonza Qbeta AIX-load batch B10**: COA-070323-LON-01 BC-070329-LON-01 BR-070201-LON-01 BR-070201-LON-02 BR-070203-LON-01 BR-070203-LON-02 BR-070203-LON-03 BR-070203-LON-04 BR-070203-LON-05 BR-070203-LON-06 BR-070204-LON-01 BR-070204-LON-02 BR-070204-LON-03 BR-070204-LON-04 BR-070204-LON-05 BR-070205-LON-01 BR-070205-LON-02 BR-070205-LON-03 BR-070205-LON-04

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Product / Module	Development reports	Production Reports
	TR-070515-LON-01 TR-070608-SR1-01 TR-070706-PKl-01 TR-071105-PKl-01 TR-081217-BC2-01 TR-081217-MS4-01 TR-140226-FDB1-01	BR-070206-LON-01 BR-070206-LON-02 BR-070206-LON-03 BR-070206-LON-04 BR-070207-LON-01 BR-070207-LON-02 BR-070207-LON-03 BR-070208-LON-01 BR-070208-LON-02 BR-070209-LON-01 BR-070209-LON-02 BR-070209-LON-03 BR-070209-LON-04 BR-070210-LON-01 BR-070210-LON-02 BR-070210-LON-03 BR-070211-LON-01 BR-070211-LON-02 BR-070212-LON-05 BR-070213-LON-03 BR-070214-LON-04 BR-070215-LON-01 BR-070216-LON-03 BR-070223-LON-03 BR-070227-LON-03 BR-070301-LON-01 BR-070301-LON-02 BR-070328-LON-01 **Qbeta Dimer Batch QDP011**: PR-070529-TS1-01 QAR-070731-Ml1-01 QAR-081023-HT-01 QCR-081024-MA4-01

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Product / Module	Development reports	Production Reports
		Qbeta Dimer Batch QDP012: PR-071116-TS1-01 QAR-080414-Ml1-01 SPC-080423-HG1-01 **Qbeta Dimer Batch QDP013**: BRR-111012-OS3-02 COA-111103-KA1-03 SPEC-1-0003-02
CYT003-QbG10(API) — Drug Substance — Biotechnological process	TR-051007-SA1-01 TR-060228-PKl-01 TR-060619-KM1-01 TR-060911-KM1-01 TR-070219-MJ 1-01 TR-070313-PKl-01 TR-070417-SA1-01 TR-070523-SA1-01 TR-070724-SA1-01 TR-080220-SA1-01 TR-080818-SA1-01 **Fujifilm reports**: TR-140226-FDB1-01 TR-140424-FDB1-01 COA-140220-FDB1-03 COA-140220-FDB1-01	**Batch QG10023**: BR-3015-03/QG10023 BC-120210-HF1-02 BC-121003-WJ1-01 BRR-111020-SD2-02 COA-111104-KA1-03 ASF-CYT003-QbG10-06 SPEC-A-0022-03
CYT003-QbG10(IMP) - Drug Product	**Filter validation**: VP-091029-PAL1-01 VP-090902-PAL1-01 VR-091214-PAL1-01 VR-091028-PAL1-01	Batch BAG 131502: BR-130522-BAG1-01 BR-130425-BAG1-02 BRR-130514-081-01 COC-130529-BAG1-01

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Product / Module	Development reports	Production Reports
— Aseptic filling in glass vials		COA-130610-BAG1-02 COA-140212-BAG1-02 SPEC-D-0025-01 SPEC-D-0028-02

4.2 Documents to be transferred for the analytics of the oligonucleotide G10

Parameter	Method	Test instruction (Cytos reference)	Instructions / Examples test record	Development reports	Validation reports	Other
Oligonucleotide G10 purity and impurities	IEX-HPLC	QTM – 000327 (optimized Avecia method)	ATI-140218-AVE-01	TR-130717-AVE1-01 TR-140129-AVE1-01		
Oligonucleotide G10 content	Spectrophotometry	QTM – 000342 (Avecia reference)	ATI-140317-AVE-01	TR-130718-AVE1-01 TR-140306-AVE1-01		
Content and identity of oligonucleotide impurities	UV/LC-MS	QTM – 000357 (Avecia reference)	ATI-140317-AVE-01	TR-140227-AVE1-01		

4.3 Documents to be transferred for analytics of Qbeta Dimer and CYT003-QbG10

Parameter	Method	Test instruction (Cytos reference)	Instructions / Examples test record	Development reports	Validation reports	Other
Visible Particles and Colour	Visual Inspection	Generic Method / OI-0192 / EP 2.9.20	OI-0192-04 OI-0192		MVR-060712-SD2-01	
Turbidity	Turbidimetry	Generic method / OI-0174 EP 2.2.1	OI-0174-05 OI-0174-05	TR-060317-SB1-01	MVR-OI-017 4-04	

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Parameter	Method	Test instruction (Cytos reference)	Instructions / Examples test record	Development reports	Validation reports	Other
pH	Potentionmetric determination	Generic method / OI-0151 EP 2.2.3	OI-0054-06 OI-0054-06		MVR-OI-0054-02	
Conductivity	Conductivity	Generic method / OI-0151 EP 2.2.38	OI-0151-04 OI-0151-04		MVR-OI-0151-02	
Sterility	Sterility	Generic method / EP 2.6.1			VR-120702-CON1-01	
Identity	Peptide mapping / RP-HPLC	OI-0204	OI-0204-01 (incl. SINs) OI-0204-01-09	TR-060217-BJ2-01 TR-080308-DB1-01 TR-080402-DB1-01 TR-080426-DB1-01	MVR-OI-0204-01	Transfer to Solvias TVR-120706-SOL1-01
Protein content	Spectrophotometry	OI-0215	OI-0215-01 OI-0215-01-40	TR-071119-BE1-01		
Protein content	BCA assay	OI-0219	OI-0219-02 (incl. SINs) OI-0219-02-13	TR-080623-SD2-01	MVR-OI-0219-01	Transfer to Solvias TVR-120613-SOL1-01 TVR-130904-SOL1-01
Oligonucleotide content	Spectrophotometry	OI-0213	OI-0213-01 (incl. SINs) OI-0213-01-19	TR-071015-302-01	MVR-OI-0213-01	Transfer to Solvias TVR-120625-SOL1-01
Thiol content	Ellman’s	OI-0218	OI-0218-04 (incl. SINs) OI-0218-04-37	TR-070601-KA1-01	MVR-OI-0218-V01	Transfer to Solvias TVR-120612-SOL1-01
Integrity / Purity	SE-HPLC / UV	OI-0214	OI-0204-02 (incl. SINs and Qbeta Dimer-specific addendum) OI-0204-02-10	TR-070404-HS2-01		Transfer to Solvias TVR-130731-SOL1-01

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Parameter	Method	Test instruction (Cytos reference)	Instructions / Examples test record	Development reports	Validation reports	Other
VLP integrity/purity	SE-HPLC/UV	OI-0202	OI-0204-02 (incl. SINs and CYT003-QbG10-specific addendum) OI-0202-03-67	TR-100831-DB1-01	MVR-OI-0202-03 MVR-OI-0202-V06	Transfer to Solvias TVR-120727-SOL1-01
VLP integrity/purity	AF4 / UV-MALS	SOP-P0582	SOP-P0582-01 LR-100420-RC1-01	TR-071212-DB1-01		Transfer to Solvias TVR-120716-SOL1-01
Oligonucleotide G10 integrity	IEX-HPLC	OI-0182 (Cytos method)	OI-0182-03 (incl. SINs) OI-0182-03-02 (incl. SINs)	TR-070430-HK1-01 TR-070301-HK1-01	MVR-OI-0182-01 MVR-OI-0182-02 MVR-OI-0182-03	Transfer to Solvias TVR-120703-SOL1-01
Protein impurities and degradation	LDS-PAGE / silver staining	Generic method / OI-0209 / EP 2.2.31	OI-0209-05 (incl. SINs) OI-0209-05-16	TR-060628-SD2-01	MVR-OI-0209-03 MVR-OI-0209-04 MVR-OI-0209-V05	Transfer to Solvias TVR-120807-SOL1-01
Non-reducible Qbeta dimer	LDS-PAGE / silver staining	Generic method / OI-0209 / EP 2.2.31	OI-0209-05 (incl. SINs) OI-0209-05-16	TR-070920-BE1-01	MVR-OI-0209-04	(Characterization report TR-100621-DB1-01)
Modifications	IEF	OI-0234	OI-0234-02 (incl. SINs) OI-0234-02-10	TR-090602-BE1-01		Transfer to Solvias TVR-120717-SOL1-01
Protein purity / Modifications	CZE	N/A		Solvias S.52.DOK.S141_01		(Development at Solvias)

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Parameter	Method	Test instruction (Cytos reference)	Instructions / Examples test record	Development reports	Validation reports	Other
Potency	*In vivo* test (mouse assay)	N/A	BSL SOP draft attached to method validation plan MVP-140409-BIS1-01_invivoPotencyAssay_ELISA	TR-100706-O53-01, TR-100826-5B1-01 (Short Cytos summary in vivo Potency Assay)	MVP-140409-BIS1-01_invivoPotencyAssay_ELISA MVP-140319-BIS1-01_invivoPotencyAssay_invivoPart MVP-140222-BIS1-01_invivoPotencyAssay_ELISA (no validation report, validation at BSL interrupted)	(Developmen BSL)
Potency	*In vitro* test (cell assay)	N/A		(Short Cytos summary in vitro Potency Assay)		Cell line pape (Developm at BSL)
Residual nucleic acid	RiboGreen assay (fluorometric)	SOP-P0616	SOP-P0616-01	TR-071014-SB1-01		
Host Cell DNA content	Threshold	OI-0133	OI-0133.05 (incl. SINs) OI-0133-05-23	TR-060915-581-01 TR-070112-581-01	MVR-OI-0133-V02 MVR-OI-0133-04	
E.coli Host Cell Protein content	Immunoassay	OI-0216	OI-0216-02 (incl. SINs) OI-0216-02-20	TR-060418-O53-01 TR-080128-OS3-01 TR-100215-SB1-01	MVR-OI-0216-01	
Bacterial endotoxin content	LAL assay	Generic method / OI-0184 / EP 2.6.14 method D / Solvias SOP C.52.S5262_01	OI-0184-05 (incl. SINs) OI-0184-05-11 SOPs-120720-SOL1-01	TR-060324-SC1-01	MVR-OI-0184-V04 VR-120626-SOL1-01 VR-120712-SOL1-01	
Bioburden (Total aerobic microbial cell counts and Total	Microbial enumeration test	Generic method / EP 2.6.12	SOP-120622-SOL1-01			

Other: MVR-140214-KA2-01 (Yearly evaluation of validation status of analytical methods for CYT003-QbG10, Oligonucleotide G10 and Qbeta transferred to Solvias AG)

SCHEDULE 1.63

4.4 Documents to be transferred for product-specific in-house standards used for analytics of Qbeta Dimer and CYT003-QbG10

Product	Standard Name	Specifications	CoA
Oligonucleotide G10 ± x nucleotides	IS027	SPC-IS027-02	COA-131014-KA2-01
CYT003-QbG10	IS040	SPEC-IS040-03	COA-140127-KA2-01
Qbeta	IS048	SPEC-IS048-02	COA-140225-KA2-02
Qbeta Dimer	IS055	SPEC-IS055-01	COA-140113-KA2-01

SCHEDULE 1.63

5 PRECLINICAL REPORTS TO BE TRANSFERED TO CHECKMATE

5.1 Preclinical reports on CYT003

5.1.1 Non-GLP reports

Study title	Study type
PK report No 1 Half-life of Qb in mouse	PK
Pk report No 1 Pharmacokinetics of QbG10 in mouse	PK
CYT003-QbG10: PK report No 2 Serum half-life of QbG10 in Sprague-Dawley rats injected intravenously with QbG10	PK
CYT003-QbG10: PK report No 3 Pharmacokinetics of QbG10 in Sprague-Dawley rats after subcutaneous injection	PK
CYT003-QbG10: PK report No 4, Stability of QbG10 in human serum in vitro	PK
PPD report No 2 Stimulation of human T and B cells by G10	PD
PPD report No 3 TLR9-dependent signaling of G10	PD
PPD report No 4 Stimulation of mouse dendritic cells by QbG10 in vivo and in vitro	PD
PPD report No 5 Induction of T cell expansion and IFNy production by QbG10 in mice	PD
PPD report No 6 Efficacy of QbG10 in a ragweed-based allergy and asthma model in mice	PD
CYT003-QbG10: PPD report No 7 Uptake of QbGl0 by human pDCs in the presence of Qb-pecific antibodies	PD
CYT003-QbG10: PPD report No 8 Stimulation of human PBMCs in the presence of Qb-pecific antibodies	PD

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Study title	Study type
CYT003-QbG10: PPD report No 9 Upregulation of ICOS-L on human pDCs treated with QbGl0 in the presence and absence of Qb-specific antibodies	PD
CYT003-QbG10: PPD report No 10 Analysis of IgG subclasses in Sprague-Dawley rats immunized with QbGl0 or QbpGlu	PD
Report of Antibody Determination from: Effects of QbGl0 Following Repeat-Dose Subcutaneous Administration to the Lewis Rat (Covance Study 2970/001)	PD

5.1.2 GLP-reports (Toxicology Studies)

Study title	Study type	Study No
Acute Intravenous Toxicity Test in Rats following a Single Administration of QBG10	Single dose acute toxicity	506169
Repeat Dose and Local Tolerance Toxicity Study in Rats Following Multiple Subcutaneous Administrations of QBG10	Repeat dose, local tolerance	505893
Local Tolerance and Toxicity Study of QbG10 in Rats with 7 Subcutaneous Injections	Repeat dose, local tolerance	512497
Effects of QbG10 Following Repeat-Dose Subcutaneous Administration to the Lewis Rat	Repeat dose, safety pharmacology	2970/001
8 Week Toxicity and Tolerance Study of AllQbG10 in Rats with 9 Subcutaneous Injections	Repeat dose, local tolerance	514714
QbGl0 Testing for Mutagenic Activity with Salmonella typhimurium TA 1535, TA 100, TA 1537 and TA 98 and Escherichia coli WP2uvrA	AMES test (Testing mutagenic activity)	782861

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6 CLINICAL REPORTS TO BE TRANSFERRED TO CHECKMATE

6.1 Completed Clinical Studies with CYT003:

Study Number	Investigational Product	Phase	Indication
CYT003-QbG10 02	CYT003	1	None
CYT003-QbG10 03	CYT003	2a	Atopic Dermatitis
CYT003-QbG10 08	CYT003	2a	Allergic Rhino-conjunctivitis (ARC)
CYT003-QbG10 09	CYT003	2b	ARC
CYT003-QbG10 11	CYT003	2a	Allergic Asthma
CYT003-QbG10 12	CYT003	2b	Allergic Asthma
CYT005-AllQbG10 01	CYT003 + Allergen extract	2a	Perennial ARC
CYT005-AllQbG10 02	CYT003 + Allergen extract	2a	Seasonal ARC
CYT005-AllQbG10 03	CYT003 + Allergen extract	2a	Perennial ARC
CYT005-AllQbG10 04	CYT003 + Allergen extract	2	Perennial ARC
CYT004-MelQbG10 01-03	MelQbG10	1/2a	Malignant Melanoma Stage II-IV
CYT004-MelQbG10 04	MelQbG10	2a	Stage III-IV

Access to the following documents relating to the above list of clinical studies will be provided to Checkmate. Copies of all electronic documents will be provided. Paper records achieved by Cytos may be accessed if needed at Checkmates expense.

- Protocols

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- Protocol Amendments
- Case Report Forms
- Investigators Brochures
- Clinical Study Reports
- Statistical Analysis Plans
- Trial Master Files (archived as paper documents)

7 DOCUMENTS RELATING TO REGULATORY FILINGS

- IND CYT003 study 12 (BB-IND15217)

7.1 Documents relating to CMC for study 12

- IMPD CYT003-QbG10 12

7.2 Documents relating to CMC for study 13

- Draft IMPD CYT003-QbG10 13

7.2.1 Scientific advice provided for CYT003 by competent authorities

- [***]

SCHEDULE 1.63

CERTAIN INFORMATION IDENTIFIED BY BRACKETED ASTERISKS ([* * *]) HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

AMENDMENT NO. I TO LICENSE AGREEMENT

THIS AMENDMENT NO I (the **Amendment**) is made as of August 15, 2017 (the **Amendment Effective Date**) by and between **KUROS BIOSCIENCES AG** (formerly Cytos Biotechnology, LTD), a company registered in Switzerland whose registered office is at Wagistrasse 25, 8952 Schlieren, Switzerland ("**Licensor**"), and **CHECKMATE PHARMACEUTICALS, INC**., having its registered office at One Broadway, 14lh Floor, Cambridge, MA 02142, USA, ("**Checkmate**"). Licensor and Checkmate may be referred to herein as a "**Party**" or, collectively, as "**Parties**".

WHEREAS

(A) Licensor and Checkmate entered into a License Agreement dated June 17, 2015 (the **Agreement**).

(B) Pursuant to Section 13.8 (titled "Entire Agreement of the Parties, Amendment") of the Agreement, the Agreement may be amended only by the written agreement of the Parties.

(C) Licensor and Checkmate desire to amend the Agreement to classify Qb VLP Cancer Vaccines in the Field as Licensed Compounds Series 4 and to mutually agree on the financial terms of Licensed Compounds Series 4 in accordance with the provisions of this Amendment.

(D) Additional IP required to develop Qb VLP Cancer Vaccines shall be included in Schedule 1.42 and the full cost for the prosecution of these patents shall be borne by Checkmate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Licensor and Checkmate agree as follows:

1. Qb VLP Cancer Vaccines definition

It is hereby agreed that the below Clause 1.55a will be added to Article I of the Agreement.

1.55a "Qb VLP Cancer Vaccine" means any Qb VLP, including CYT003, covalently conjugated or co-formulated with any tumor antigen and delivered by subcutaneous, intramuscular, or intradermal injection or other route of vaccination, but specifically excluding intra-tumoral adminstration.

2. Modification of 1.36 Licensed Compounds

It is hereby agreed that in Clause I .36 the text

“belonging to one of the three following series” will be replaced with “belonging to one of the four following series”

And l.36(a) will change from “Series I: CYT003 (further described in Schedule 1.18)” to “Series I: CYT003 (further described in Schedule 1.18) but excluding Licensed Compounds in Series 4 (as defined in 1.36(d))

and, in 1.36(c) “(other than those in Series I and 2)” will be replaced by “(other than those in Series 1, 2 and 4)”.

Also, the following Clause 1.36(d) will be added at the end of Clause 1.36

“(d) Series 4: any Qb VLP Cancer Vaccine

3. Modification of 1.37 Licensed Compound Series

It is hereby agreed that in Clause 1.37 the text

“referred to individually in 1.36(a), (b) and (c)”

will be replaced with

“referred to individually in 1.36(a), (b), (c) and (d)”

4. Addition of Development Milestones for Licensed Compounds Series 4:

It is hereby agreed that the following table will be added to the end of Clause 5.2.1.

Development Milestones: Licensed Compound Series 4 (l.36(d))	Payment (all in USD)
Dosing of the first patient in the first Phase I clinical trial	[***]
Dosing of the first patient in the first Phase 2 clinical trial	[***]
Dosing of the first patient in the first Phase 3 clinical trial	[***]
Upon the first New Drug Application filing with the FDA for regulatory approval in the United States	[***]
Upon the first MAA filing for regulatory approval in the European Union	[***]
Upon the first MAA filing for regulatory approval in the first of: China or Japan	[***]
Upon the first approval ofa New Drug Application in the United States	[***]
Upon the first approval of an MAA in the European Union	[***]
Upon the first approval of an MAA in the first of: China or Japan	[***]

5. Milestones for Additional Products in Licensed Compound Series 4.

It is hereby agreed that the current Clause 5.2.2 is replaced by

“5.2.2 Each milestone payment in this Section 5.2 shall be payable only upon the first achievement of such milestone for the first Licensed Product from the same Licensed Compound Series and no amounts shall be due for subsequent or repeated achievements of such milestone in with Licensed Products from such Licensed Compound Series, except for Licensed Products in Licensed Compound Series 4. For Licensed Products in Licensed Compound Series 4 each milestone payment shall be as stated in Section 5.2.1 for the first Licensed Products in Licensed Compound Series 4, milestone payments shall be reduced by [***] for the second Licensed Products in Licensed Compound Series 4, and shall be reduced by [***] for the third Licensed Products in Licensed Compound Series 4. For subsequent Licensed Products in Licensed Compound Series 4 no milestone payments shall be payable. For purposes of clarity, each milestone payment in this Section 5.2 shall be payable only one time irrespective of the number of indications pursued for such Licensed Product in Licensed Compound Series 1, 2, and 3. For Licensed Products in Licensed Compound Series 4 each milestone payment may be payable up to 3 times with milestone payments for the second and third Licensed Products being reduced as described in this Section 5.2.2.”

6. Modification of Clause 5.2.3

It is hereby agreed to replace the current text of clause 5.2.3 with the following:

5.2.3 Milestones payments will be made on the first achievement of each milestone listed in Section 5.2.1 for Licensed Products in Licensed Compound Series I, 2 and 3. Milestone payments will be paid on the first, second and third achievement of each milestone listed in Section 5.2.1 for Licensed Products in Licensed Compound Series 4, with milestones for the second and third achievement of said milestone being reduced as described in Section 5.2.2.”

7. Royalty Payments

The Royalty Payments for Licensed Products in Licensed Compound Series 4 shall be the same as the royalty payments for Licensed Compound Series 2 set forth in the Agreement in Section 5.3 with the exception that only the first three Licensed Products in Licensed Compound Series 4 reaching the market shall be eligible for Royalty payments. For clarity, no Royalties are due for the fourth and any subsequent Qb VLP Cancer Vaccine Licensed Product reaching the market. Therefore, it is hereby agreed that in Section 5.3.1 the table will be replaced with the table below:

Net Sales in the Territory of all Licensed Products in a calendar year	**Licensed Compound Series 1**	**Licensed Compound Series 2**	**Licensed Compound Series 3**	**Licensed Compound Series 4**
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]

It is also hereby agreed to add the following to the end of Section 5.3.1:

“For Licensed Products in Licensed Compound Series 1, 2 and 3 royalties are payable on all Licensed Product Net Sales, however for Licensed Products in Licensed Compound Series 4 royalties are payable only on Net Sales of the first three Licensed Products in Licensed Compound Series 4.”

8. Addition of patents to Schedule 1.42

It is hereby agreed to add the patents listed in Schedule I of this Amendment to Schedule 1.42 of the Agreement.

9. Existing terms and conditions

Except as otherwise expressly amended by this Amendment No. 1, the terms and conditions of the Agreement shall remain in full force and effect, and neither Party waives any right under the Agreement herein.

10. Counterparts

This Amendment may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument. and all such counterparts together shall constitute but one agreement. Any such counterpart may contain one or more signature pages.

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SIGNED by the Parties or their duly authorized officers on the dates set forth below, to be effective on the date set forth above.

KUROS BIOSCIENCES AG

Date: August 15, 2017

By: /s/ Philippe Saudan
Name: Philippe Saudan
Title: CDO

CHECKMATE PHARMACEUTICALS, INC

Date: August 16, 2017

By: /s/ Arthur M. Krieg
Name: Arthur M. Krieg
Title: CEO

Schedule 1

Remainder of page left blank intentionally

Patent Family: **In Vivo Activation of Antigen Presenting Cella for Enhancement of Immune Respond Induced by VLPs**
Applicant: **Kuros Biosciences AG**
Inventors: **Martin F. Bachmann, Franziska Lechner, Tazlo Stornl**

Kuros Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication No.	Grant Date	Patent No.	Status
P1009EPOO	EP	PCT Based with Priority	16.09.2002	2783338.3	US	14.09.2001	60/318,967		27.03.2003	1425040			Pending
P1009JPOO	JP	PCT Based with Priority	16.09.2002	2003-528574	US	14.09.2001	60/318,967		17.03.2005	2005-507388	21.08.2009	4360906	Granted
P1009PCOO	PC	With Priority	16.09.2002	PCT/1802/04252	US	14.09.2001	60/318,967		27.03.2003	W02003/024480A2			Closed
P1009US04	us	Continuation	20.12.2012	14/567,945	US	14.09.2001	60/318,967		12.11.2015	US2015-0320855			Pending

Patent Family: **Molecular Antigen Array**
Applicant: **Kuros Biosciences AG**
Inventors: **Wolfgang Renner, Martin Bachmann, Alain Tissct, Patrick Maurer, Franziska Lechner, Peter Sebbel, Christine Plossek**

Kuros Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication no.	Grant Date	Patent No.	Status
P1011AU00	AU	PCT Based with Priority	21.01.2002	2002226263	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);			28.06.2007	2002228263	Granted
P1011AU01	AU	Divisional	21.01.2002	2007202761	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);			06.05.2010	2007202761	Granted
P1011BR00	BR	PCT Based with Priority	21.01.2002	P10206566-5	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);					Pending
P1011CA00	CA	PCT Based with Priority	21.01.2002	2,433,316	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);			13.08.2013	2433316	Granted
P1011CHEP	CH	Validated after EPC	21.01.2002	2710211	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	25.07.2002	1370290	01.06.2016	1370290	Granted
P1011CN00	CN	PCT Based with Pnortty	21.01.2002	02803869.X	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	07.04.2004	1487840A	21.02.2007	ZL02803869.X	Granted
P1011JP01	JP	Divisional	21.01.2002	2008-274671	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	18.06.2009	2009-132689	11.01.2013	5175160	Granted

Kuros Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication no.	Grant Date	Patent No.	Status
P1011JP03	JP	Divisional	21.01.2002	2015-094858	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	19.11.2015	2015-205881			Pendng
P1011NLEP	NL	Validated after EPC	21.01.2002	2710211	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	25.07.2002	1370290	01.06.2016	1370290	Granted
P1011PC00	PC	With Priority	21.01.2002	PCT/IB02/00166	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	25.07.2002	WO2002/056905A2			Closed
P1011RU01	RU	PCT Based with Prionty	21.01.2002	2003125363	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);			27.03.2007	2295973	Granted
P1011RU01	RU	Divisional	21.01.2002	2206141850	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);			10.01.2012	2438701	Granted
P1011US04	US	With Priority	18.01.2002	10/050,902	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	18.09.2003	2003/0175290A1	04.09.2007	7,264,810	Granted
P1011US09	US	Continuation	17.01.2017	151407920	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);					Pend ng
P1001DEEP	DE	Validated after EPC	21.01.2002	2710211	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	25.07.2002	1370290	01.06.2016	1370290	Granted

Kuros Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication no.	Grant Date	Patent No.	Status
P1011EP00	EP	PCT Based with Prionty	21.01.2002	2710211	US	19.01,2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	25.07.2002	1370290	01.06.2016	1370290	Granted
P1011EP01	EP	Divisional	21.01.2002	10012605.1	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	14.09.2011	2364727			Pending
P1011FREP	FR	Validated after EPC	21.01.2002	2710211	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	25.07.2002	1370290	01.06.2016	1370290	Granted
P1011GBEP	GB	Validated attar EPC	21.01.2002	2710211	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	26.07.2002	1370200	01.06.2016	1370290	Granted
P1010IEEP	IE	Validated attar EPC	21.01.2002	2710211	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);	25.07.2002	1370290	01.06.2016	1370290	Granted
P1011IN00	IN	PCT Based with Priority	21.01.2002	1120/CHENP/2003	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);			07.01.2009	227435	Granted
P1011IN01	IN	Divisional	21.01.2002	1503/CHENP/2008	US	19.01.2001	60/262.379	60/288.549 (04.05.2001); 60/326.998 (05.10.2001); 60/331.045 (07.11.2001);			18.03.2011	246862	Granted

CERTAIN INFORMATION IDENTIFIED BY BRACKETED ASTERISKS ([* * *]) HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

AMENDMENT NO. 2
TO LICENSE AGREEMENT

THIS AMENDMENT NO. 2 (the **Second Amendment**) is made as of January 5, 2018 (the **Second Amendment Effective Date**) by and between **KUROS BIOSCIENCES AG** (formerly Cytos Biotechnology, LTD), a company registered in Switzerland whose registered office is at Wagistrasse 25, 8952 Schlieren, Switzerland ("**Licensor**"), and **CHECKMATE PHARMACEUTICALS, INC.**, having its registered office at One Broadway, 14th Floor, Cambridge, MA 02142, USA, ("**Checkmate**"). Licensor and Checkmate may be referred to herein as a "**Party**" or, collectively, as "**Parties**".

WHEREAS

(A) Licensor and Checkmate entered into a License Agreement dated June 17, 2015 (the **Agreement**), as amended on August 15, 2017.

(B) Pursuant to Section 13.8 (titled "Entire Agreement of the Parties, Amendment") of the Agreement, the Agreement may be amended only by the written agreement of the Parties.

(C) Licensor and Checkmate desire to amend the Agreement to (i) expand the Field definition from the diagnosis, treatment and/or prevention of cancer in humans and animals to the diagnosis, treatment and/or prevention of any and all indications in humans and animals (the additional Fields hereinafter "Non Cancer Indications"), and (ii) agree on the financial terms for products to diagnose, treat and/or prevent Non Cancer Indications. Products containing human lgE, pTau/Tau, Amyloid beta, Influenza HA modifications or fragments thereof conjugated to Qbeta shall be explicitly excluded from the license.

(D) It is acknowledged and agreed that subject to the terms of the Agreement (as amended), the rights granted hereunder to Checkmate and its Affiliates automatically include the right and license to use new, improved, modified or additional Licensor Technology which are controlled by Licensor at any time during the Term.

(E) Additional IP required to develop Non-Cancer Indications Licensed Products shall be included in Schedule 1.42 and future costs for the prosecution of these patents shall be borne by Checkmate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Licensor and Checkmate agree as follows:

Amendment and License Grant

1. Modification of 1.28 Field Definition

It is hereby agreed that current Clause 1.28

1.28 "**Field**" means the diagnosis, treatment and/or prevention of cancer in humans and animals

Is changed to

1.28 "**Field**" means the diagnosis, treatment and/or prevention of all indications in humans and animals

2. Addition of definitions

It is hereby agreed the following definitions will be added to Article 1.

1.73 "Cancer Field" means the diagnosis, treatment and/or prevention of cancer in humans and animals.

1.74 "Non-Cancer Field" means the diagnosis, treatment and/or prevention of all indications except cancer in humans and animals.

3. Modification of 1.36 Licensed Compound Series

It is hereby agreed that Clause 1.36 (a) will be changed to "belonging to one of the three following series" will be replaced with "belonging to one of the five following series"

It is hereby agreed to replace the current text of clause 1.36(a) with the following:

1.36(a) Series 1: CYT003 (further described in Schedule 1.18) but excluding Licensed Compounds in Series 4 (as defined in 1.36(d)) and Licensed Compounds Series 5 (as defined in l.36(e))

Clause (e) will be added to 1.36

(e) Series 5: Qb VLPs, including CYT003, covalently conjugated with any antigen except lgE, pTau/Tau, Amyloid beta, Influenza HA or any modifications, improvements, fragments, variants or derivatives thereof and any fusion products containing the foregoing. Also, all Qb VLP Cancer Vaccines are excluded from Series 5.

4. Modification of 1.37 Licensed Compound Series

It is hereby agreed that in Clause 1.37 the text

"referred to individually in l .36(a), (b), (c) and (d)"

will be replaced with

"referred to individually in 1.36(a), (b), (c), (d) and (e)"

5. Milestone Extension of License

In partial consideration of the rights granted by Licensor to Checkmate and subject to the terms and conditions set forth in the Agreement, Checkmate shall pay to Licensor a one-time, non-refundable milestone payment of [***] within thirty (30) days after the execution of this Second Amendment.

6. Milestone Payments for Licensed Compound Series 5

The Milestone payments for Licensed Compound Series 5 shall be the same as the Milestone payments for Licensed Compound Series 2. Therefore, it is hereby agreed that in Section 5.2.1 the following two tables

[***]

7. Milestones for Additional Products in Licensed Compounds

It is hereby agreed that the current Clause 5.2.2 is replaced by:

"5.2.2 Each milestone payment in this Section 5.2 shall be payable only upon the first achievement of such milestone for the first Licensed Product from the same Licensed Compound Series and no amounts shall be due for subsequent or repeated achievements of such milestone with Licensed Products from such Licensed Compound Series, except for Licensed Products in Licensed Compound Series I in the Non-Cancer Field and Licensed Compound Series 4 and Licensed Compound Series 5 in the Field. For Licensed Products in Licensed Compound Series 4 each milestone payment shall be as stated in Section 5.2.1 for the first Licensed Product to reach said milestone in Licensed Compound Series 4, milestone payments shall be reduced by [***] for the second Licensed Product in Licensed Compound Series 4 to reach said milestone, and shall be reduced by [***] for the third Licensed Product in Licensed Compound Series 4 to reach said milestone. For Licensed Products in Licensed Compound Series I in the Non-Cancer Field each milestone payment shall be as stated in Section 5.2.1 for the first Non-Cancer indication in which such Milestone is reached, for the second Non-Cancer indication in which such milestone is reached with Licensed Compound Series I the payments shall be reduced by [***] for the third Non-Cancer indication in which such milestone is reached with Licensed Compound Series I in the Non-Cancer Field the payments shall be reduced [***]. For Licensed Products in Licensed Compound Series 5, each milestone payment shall be as stated in Section 5.2.1 for the [***] Licensed Products to reach said milestone in Licensed Compound Series 5."

8. Modification of Clause 5.2.3

It is hereby agreed to replace the current text of clause 5.2.3 with the following:

5.2.3 Milestones payments will be made on the first achievement of each milestone listed in Section 5.2.1 for Licensed Products in Licensed Compound Series 2 and 3, and for Licensed Products in Licensed Compound Series I in the Cancer Field. Milestone payments will be paid on the first, second and third achievement of each milestone listed in Section 5.2.1 for Licensed Products in Licensed Compound Series 4 and for Licensed Products in Licensed Compound Series I in the Non-Cancer Field, with milestones for the second and third achievement of said milestone being reduced as described in Section 5.2.2. Milestone payments will be paid on the first, second, third, fourth and fifth achievement of each milestone listed in Section 5.2.1 for Licensed Products in Licensed Compound Series 5."

9. Royalty Payments

The Royalty Payments for Licensed Products in Licensed Compound Series 1 shall be the same for the Cancer and the Non-Cancer field and the Royalty Payments for Licensed Products in Series 5 shall be the same as the Royalty Payments for Licensed Products in Licensed Compound Series 2 as set forth in the Agreement in Section 5.3. Therefore, it is hereby agreed that in Section 5.3.1 the table will be replaced with the table below:

[***]

It is also hereby agreed to change the text at the end of Section 5.3.1:

"For Licensed Products in Licensed Compound Series I, 2 and 3, royalties are payable on all Licensed Product Net Sales, however for Licensed Products in Licensed Compound Series 4 royalties are payable only on Net Sales of the first [***] Licensed Products in Licensed Compound Series 4."

With the following text:

"For Licensed Products in Licensed Compound Series 1, 2 and 3, and 5 royalties are payable on all Licensed Product Net Sales, however for Licensed Products in Licensed Compound Series 4 royalties are payable only on Net Sales of the first [***] Licensed Products in Licensed Compound Series 4."

10. Certain Representations

As of the Second Amendment Effective Date, Licensor represents and warrants that (i) it has the right under the Licensor Technology to grant the licenses under Section 3.1 of the Agreement, including that Licensor Controls all Licensor Patents for all uses within the Field; (ii) it has not transferred the process for the production of CYT003 as of the date hereof to any current Licensee (or any other Third Party) except Checkmate, its current contract manufacturer Fuji Diosynth, and Arbutus BioPharma Corp whose license is now terminated and (iii) it has only granted licenses to Third Parties (other than Checkmate) for CYT003 conjugated to antigens and not to CYT003 when used alone.

Licensor hereby covenants that it will not materially amend the scope of any existing license granted to a Third Party under which such Third Party has rights to develop and commercialize CYT003 (each, a "CYT003 License"), without the prior written consent of Checkmate (not to be unreasonably withheld, conditioned or delayed). If any of the CYT003 Licenses are terminated or expire, Licensor agrees to expand the scope of the license granted herein to Checkmate under the Licensor Technology to include the products currently specifically excluded by Section l.36(e) and to expand the scope of Licensor Technology to cover such Products in each case to the extent that Licensor Controls such rights after termination or expiration of the applicable CYT003 License. Each such product shall be added to this Agreement as Non-Cancer Indication Licensed Products subject to the terms and conditions of the Agreement.

11. Counterparts

This Second Amendment may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement. Any such counterpart may contain one or more signature pages.

12. Reference to and Effect on the Agreement

To the extent any term or provision of this Second Amendment conflicts with any term or provision of the Agreement, the terms and provisions of this Second Amendment shall prevail. In all other respects, except as expressly amended by this -Second Amendment, the provisions of the Agreement (as amended on August 1 5, 2017) shall remain unchanged and in full force and effect.

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SIGNED by the Parties or their duly authorized officers on the dates set forth below, to be effective on the date set forth above.

KUROS BIOSCIENCES AG

Date: 5 January 2018

By: /s/ Alistair Irvine
Name: Alistair Irvine
Title: CBO

CHECKMATE PHARMACEUTICALS, INC

Date: 5 January 2018

By: /s/ Arthur M. Krieg
Name: Arthur M. Krieg
Title: CEO

KUROS BIOSCIENCES AG

Date: 5 January 2018

By: /s/ Philippe Saudan
Name: Philippe Saudan
Title: CDO

Exhibit A

See following two pages

Patent Family: **Guanine-Rich Oligonucleotides**
Applicant: **Kuros Bioaciences AG**
Inventors: **Frank Hennecke, Matthias Kinzler, Philippe Saudan, Jennifer Erickson, Isabelle Lacan, Chi Lan Le**

Kuros Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Additional Priorities	Publication Date	Publication No.	Grant Date	Patent No.	Status
P33390PC00	PC	PCT with priority	08.07.2016	PCT/EP2016/088044	US	08.07.2015	EP151775202 (20.07.2015)	12.01.2017	WO2017/005818			Pending
P3339EP01	EP	PCT based with priority										To be filed
P3339JP00	JP	PCT based with priority										To be filed
P3339US00	US	PCT based with priority										To be filed

Patent Family: **Cat Allergen Fusion Proteins and Uses Thereof**
Applicant: **Kuros Biosciences AG**
Inventors: **Martin F. Bachmann, Stephan Utzinger, Klaus Dietmeier, Monika Bauer, Nicole Schmitz**

Kuros Reference No.	Country	Application Type	Application Date	Application No.	Priority Country	Earliest Priority Date	Earliest Priority No.	Additional Priorities	Publication Date	Publication No	Grant Date	Patent No.	Status
P1048CA00	CA	PCT Based with Priority	17.03.2006	2599218	US	18.03.2005	60/662.918				11.08.2015	2599218	Granted
P1048DEEP	DE	Validated after EP	17.03.2006	6725140	US	18.03.2005	60/662.918		21.09.2006	EP1868642	08.05.2013	EP1868642	Granted
P1048ESEP	ES	Validated after EP	17.03.2006	6725140	US	18.03.2005	60/662.918		21.09.2006	EP1868642	08.05.2013	EP1868642	Granted
P1048FREP	FR	Validated after EP	17.03.2006	6725140	US	18.03.2005	60/662.918		21.09.2006	EP1868642	08.05.2013	EP1868642	Granted
P1048GBEP	GB	Validated after EP	17.03.2006	6725140	US	18.03.2005	60/662.918		21.09.2006	EP1868642	08.05.2013	EP1868642	Granted
P1048ITEP	IT	Validated after EP	17.03.2006	6725140	US	18.03.2005	60/662.918		21.09.2006	EP1868642	08.05.2013	EP1868642	Granted
P1048JP00	JP	PCT Based with Priority	17.03.2006	2008-501331	US	18.03.2005	60/662.918		04.09.2008	2008-535800	28.06.2013	5302671	Granted
P1048PC00	PC	PCT with priority	17.03.2006	PCT/EP2006/060845	US	18.03.2005	60/662.918		21.09.2006	WO2006/097530			Closed
P1048US01	US	PCT Based with Priority	17.03.2006	11/886.577	US	18.03.2005	60/662.918		09.07.2009	2009/0175896A1	03.08.2010	7.767.212	Granted

CERTAIN INFORMATION IDENTIFIED BY BRACKETED ASTERISKS ([* * *]) HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

THIS MASTER SERVICES AGREEMENT (this "**Agreement**") is made on September 25, 2015 and made between:

(1) **FUJIFILM DIOSYNTH BIOTECHNOLOGIES UK LIMITED** of Belasis Avenue, Billingham, TS23 1LH, UK ("**Fujifilm**"); and

(2) **Checkmate Pharmaceuticals Inc.** of 1 Broadway, 14th floor, Cambridge, MA 02142, USA ("**Checkmate**", and Checkmate and Fujifilm referred to individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS

(A) Checkmate wishes Fujifilm to carry out Programmes in relation to Products.

(B) It is intended that such Programmes shall be carried out under the terms of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions and Interpretation:**

1.1 Definitions.

Affiliate	In relation to any Party to this Agreement, any corporation, association or other business entity which directly or indirectly controls, is controlled by or is under common control with such Party and "control" shall mean the legal power to direct or cause the direction of the general management and policies of such entity whether through the ownership of at least 50% of voting securities or capital stock of such business entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation, contract or otherwise.
Apparent Defect	a defect which is readily detectable by Checkmate in the course of it undertaking all reasonable tests on any Batch on delivery using the same criteria and extent of inspection as used for Disposition to establish if a Batch is a Non-conforming Balch.
Applicable Law	The laws, statutes, rules, regulations, or other legal requirements that may be In effect from time to time in England and Wales and directly apply to a Programme.
Authorised Third Party	Any of a Party's Affiliates, agents or representatives or any subcontractor to which work is subcontracted under the Programme ln accordance with Clause 12.2.

Background Intellectual Property	Any Intellectual Property owned by or in the possession of a Party (and to which that Party has the necessary rights): (a) at or prior to the Effective Date: or (b) thereafter either (i) acquired independently of a Programme or (ii) developed independently of a Programme by any employee of that Party without use of or reference to any of the Confidential Information disclosed by the other Party.
Batch	The quantity of Product derived from a single run of the Process.
Batch Cancellation Fee	The fee calculated pursuant to Schedule A payable on cancellation of an individual cGMP Batch or cGMP Batches in a multi-Batch campaign.
Batch Records or Batch Manufacturing Records BMR	Any or all of the Master Batch Record, the Issued BMRs or Executed BMRs as the context dictates.
Business Day	A day on which the banks in London, United Kingdom and Cambridge, Massachusetts are open for trading.
Campaign	The manufacturing undertaken during a Programme from start of manufacture to its completion, including *any* associated set-up, inter-Batch and post-manufacturing activities in the manufacturing facility. A Campaign is expressed by the number of Batches to be manufactured.
Campaign Cancellation Fee	The fee calculated pursuant to Schedule A payable on cancellation of an entire Campaign.
Cell Bank	A research cell bank, master cell bank and/or working cell bank produced during a Programme, and/or a research cell bank, master cell bank and/or working cell bank delivered to Fujifilm by Checkmate to enable Fujifilm to carry out a Programme.
cGMP or GMP	Current Good Manufacturing Practice as defined in the Rules and Guidance for Pharmaceutical Manufacturers and Distributors 2015 part II: Basic Requirements for Active Substances used as Starting Materials, and ICHQ7 - as incorporated in the Federal Register volume 66 No 186 (ICHQ7), EudraLex “The rules governing medicinal products in the European Union” Volume 4: Good manufacturing practice (GMP) Guidelines (the “EU GMP Guide”) including relevant Annexes, 21 CFR parts 11, 210, 211, 600, and 610, the ICH Quality Guidelines, and any other guidance, directives, regulations, and guidelines published by the European Commission, the U.S. Food and Drug Administration, or any other Regulatory Authority, each as may be amended from time to time

cGMP Batch	A Batch identified in a Scope of Work which is intended to be or has been manufactured during a Manufacturing Stage and subject to Disposition m each case in accordance with cGMP.
Change Order	A document detailing changes to the Agreement and/or a Programme agreed and signed by both Parties.
Commencement Date	11th of September, 2015.
Commercially Reasonable Efforts	With respect to the activities pursuant to a Programme, the efforts and resources used by a reputable biopharmaceutical contract manufacturing organisation for drug substances of similar nature, complexity and developmental stage.
Completion	Completion of a Programme as defined in Clause 2.2.
Confidential Information	Any technical and commercial information relating to a Programme and any other information of a confidential nature disclosed (whether disclosed in writing, verbally, by way of sample or by any other means and whether directly or indirectly and whether disclosed before or after the Commencement Date) by either Party ("**the Disclosing Party**") to the other ("the **Receiving Party**"), including and without limitation any information relating to the Disclosing Party s business affairs. New Intellectual Property shall be deemed to be Confidential Information disclosed by the owning Party.
Conforming Batch	A cGMP Batch which: (i) has been produced in accordance with cGMP; and (ii) meets the Product Specification.
Consumable	A consumable item intended for use in the Programme. Consumable items include, without limitation, reagents (including analytical reagents), raw materials, packaging components, chromatography resins, filters, filtration membranes, media, buffer bags, refold bags, tubing, hoses, disposable analytical test kits, in-process measurement probes, columns (including analytical columns) and disposable containers.
Disposition	The Stage during or process by which all documentation (including Executed BMRs) related to cGMP manufacture of each Batch is reviewed.

Drug Product	The final dosage form which contains Product in association with other active or inactive ingredients.
Executed Batch Manufacturing Record or Executed BMR	The completed batch record production Instruction.
Facility	Fujifilm s development and manufacturing facility at Belasis Avenue, Billingham, UK.
Force Majeure	Any cause beyond the reasonable control of the Party in question which for the avoidance of doubt and without prejudice to the generality of the foregoing shall include governmental actions (but excluding governmental action in response to a Party's failure to comply with cGMP or Applicable Law), war, riots, terrorism, civil commotion, fire, flood, epidemic, labour disputes (excluding labour disputes involving the work force or *any* part thereof of the Party in question), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials, currency restrictions, illness affecting *a* material number of the Programme team and act of God, but shall not include failure of Drug Product in clinical trials or failure of Drug Product to gain regulatory approval.
Fujifilm Factor	Failure by Fujifilm to: (i) carry out the applicable Programme using Commercially Reasonable Efforts; or (ii) carry out a Manufacturing Activity in accordance with cGMP (to the extent applicable) and Applicable Law; or (iii) carry out a Manufacturing Activity in accordance with the Process Specifications, the Master Batch Record or the Issued BMRs. For the avoidance of doubt, a failure which results from discovery of a factor which affects the Process or production of a Product which was not known and could not reasonably have been known at the execution of the applicable Programme shall not be considered to be a Fujifilm Factor.
Fujifilm Quality	The function within Fujifilm responsible for approval of all cGMP documentation, including without limitation, the Process Specification, the QC Document, the Master Batch Records, the Issued BMR, standard operating procedures and analytical methods and for carrying out Disposition.

Gross Negligence	Any act of failure to act committed by any person, entity or Party which, in addition to constituting negligence, is such a wanton and reckless act or omission that it constitutes utter disregard for harmful, foreseeable and avoidable consequences but shall not include an error of judgement or mistake made in good faith.
Intellectual Property	All know-how, inventions, discoveries, devices, data, patents, designs, copyrights, or other industrial or intellectual property and all applications therefor.
Intermediate	Qbeta dimer that is manufactured by Fujifilm as a process intermediate.
Issued Batch Manufacturing Record or Issued BMR	The batch record Instruction issued from the Master Batch Record for completion in production.
Latent Defect	a defect which was not apparent on Disposition and which results in Product being Non-Conforming Product other than an Apparent Defect
Manufacturing Activity	The Stages of a Programme identified in the applicable Scope of Work during which activity associated with cGMP manufacture of Product or Intermediate is intended to take place, including cGMP preparation stages, the Manufacturing Stage(s), Disposition and reporting.
Manufacturing Period	The period scheduled for a Manufacturing Stage to be earned out by Fujifilm.
Manufacturing Stage	A Stage of a Programme identified in the applicable Scope of Work during which production of a cGMP Batch or cGMP Batches is intended to take place, including pre- and post-manufacturing cleaning of the Facility as well as cleaning required between Batches (if any), but excluding any activities in preparation of said production activities (including without limitation ordering of Consumables or preparation of Master Batch Records}, Disposition and reporting.
Master Batch Record	The document which sets out in detail the master production instructions as defined in sections 6.4 and 6.5 of the Rules and Guidance for Pharmaceutical Manufacturers and Distributors Part II: Basic Requirements for Active Substances Used as Starting Materials.
Modification	A modification to the Facility or to equipment (including Process-specific qualification and installation of existing equipment) required in order to site a Process in the Facility as detailed in the applicable Scope of Work or Change Order.
New Intellectual Property	Intellectual Property conceived, made or discovered by Fujifilm during and as a result of a Programme under this Agreement, or which contains or otherwise utilizes Confidential Information received from Checkmate.

Non-Conforming Batch	A cGMP Batch which: (i) has not been produced in accordance with cGMP; and/or (ii) does not meet the Product Specification.
Non-Manufacturing Activity	All Stages of a Programme identified in the applicable Scope of Work, other than the Manufacturing Activities.
Process	A process for manufacture of a Product.
Process Specification	The document which defines the Process, including any critical processing parameters.
Process Demonstration Stage	A Stage of a Programme identified in the applicable Scope of Work during which a proving run or scale-up or large-scale demonstration of the Process is intended to take place.
Process-Specific Consumable	A Consumable which is required to operate the Process and which is specific to the Process or a Consumable which is required in such large volumes as would not be possible for Fujifilm to consume during other manufactures and/or within the shelf life of such Consumable.
Process-Specific Equipment	An item of equipment which is required to operate the Process and which is specific to the Process.
Product	The compound or molecule which is the subject of a Programme as identified in the applicable Scope of Work.
Product Specification	The specification for Product to be manufactured during a Manufacturing Stage set out in the QC Document.
Programme	A programme of work to be carried out by Fujifilm under this Agreement as set out in the applicable Scope(s) of Work together with any additional work which the Parties agree to add using a Change Order.
QC Document	The document which sets out the Product Specification, the schedule for the taking of samples for quality control purposes, details of any subcontract laboratories to be utilised and the final Product label.
Quality Agreement	The document agreed by the Parties prior to commencement of any cGMP activities {including preparation for Cell Bank manufacture) which sets out: (i) the mutually agreed quality standards applicable for the manufacture of Cell Banks, any Intermediate and Product in accordance with cGMP; and (ii) the roles and responsibilities of each Party’s personnel in relation to quality matters.

Regulatory Authority(ies)	The U.S. Food and Drug Administration, the European Medicines Agency, or any equivalent governmental regulatory body which the Parties agree in writing, or any successor entity thereto.
Scope of Work or SoW	The document setting out in detail the work to be undertaken during a Programme.
Shelf Life	The most recent shelf life of any Product as amended from time to time by Checkmate by notice to Fujifilm as calculated from the stability tests in accordance with the relevant SoW, Checkmate acting reasonably at all times in relation to the notification of such timescale and provided that Fujifilm shall not be obliged to commit to a shelf life which is longer than currently accepted industry standard.
Special Waste	Waste or effluent which is required to be collected in a special container for external disposal as detailed in the applicable Scope of Work or Change Order.
Stage	A stage of a Programme.
Subcontracted Work	Work subcontracted by Fujifilm under Clause 12.2 and the cost of delivery of material to and from such contractors.
Third Party	Any person other than the Parties to this Agreement or their respective Affiliates.
Wilful Misconduct	A deliberate act or omission that deviates from a reasonable course of action or from any provision of this Agreement that is done or omitted to be done with knowledge of or conscious indifference or intent to the harmful, avoidable and reasonably foreseeable consequences.

1.2 Interpretation. References in this Agreement to “Schedules” refer to the Schedules incorporated into this Agreement. To the extent that there is conflict between or ambiguity relating to, on the one hand, any or all of the Schedules and, on the other, the remainder of this Agreement, the wording of the remainder of this Agreement shall prevail, representing the Parties’ revised position at the date of signature hereof. References to Sections and Clauses are references to sections and clauses in this Agreement unless specified otherwise.

2. **Performance of Programmes**

2.1 Conduct of Programmes.

(a) Fujifilm shall carry out each Programme in accordance with cGMP (as applicable) and Applicable Law, and using Commercially Reasonable Efforts. For the avoidance of doubt, it shall not be considered a breach of this Agreement by Fujifilm if an objective of a Programme is not achieved so long as Fujifilm has complied with its obligations set out in this Clause 2.1. The Parties acknowledge that, having regard to the fact that the work to be performed hereunder is by its nature developmental, Fujifilm cannot and consequently does not guarantee to Checkmate the achievement of a successful outcome for a Programme.

(b) Each Scope of Work contains certain key assumptions which need be met in order for Fujifilm to carry out the relevant Programme. Fujifilm also assumes that Checkmate will cooperate and perform its obligations under this Agreement, the Quality Agreement and each Scope of Work in a timely manner, that no event outside the control of Fujifilm will occur, including, without limitation, Force Majeure and that there are no changes to any Applicable Laws. Consequently, if actual circumstances differ from the key assumptions set out in the relevant Scope of Work or as referred to in this Clause 2.1(b) or if such assumptions cannot be met at all or in a timely fashion, the work carried out under the relevant Programme will require change which may also cause a change in the payments applicable to such Programme.

(c) It Is Intended that Programmes will be subject to a separate, numbered, Scope of Work (being “Scope of Work #1”, “Scope of Work #2”, etc.). A Programme may be subject to a single or multiple Scopes of Work. It is intended that each Scope of Work shall be signed by both Parties once its terms are agreed and, on signature, the Scope of Work shall be subject to the terms of this Agreement. In case of any conflict of the provisions set forth in any Scope of Work and the provisions of this Agreement, this Agreement shall prevail to the extent of the conflict.

(d) Where a Scope of Work identifies that certain raw materials are to be supplied by Checkmate to Fujifilm, Checkmate warrants that:

(i) it shall supply such materials in a timely manner when required by Fujifilm or as specified in the SoW,

(ii) it shall supply the quantities required by Fujifilm;

(iii) such materials shall conform to the relevant specification.

Fujifilm shall have no liability for any failure to perform or delay in performing its obligations under this agreement to the extent such failure or delay is caused or contributed to by Checkmate’s failure to comply with this Clause.

2.2 Completion. A Programme shall be complete when all Stages have been completed.

2.3 Information Exchange. The Parties shall conduct regular information exchanges in a manner to be agreed between the Parties to enable ongoing review of each Programme and its continuation. For each Programme, each Party shall nominate a key point of contact for such information exchange.

2.4 Change Orders. The Parties may agree to vary a Programme, provided that such variation is made in writing in a Change Order. The Parties recognise that, if:

(a) additional or different work to that specified in a Scope of Work is required, including the production of additional Batches (other than as a result of a Fujifilm Factor under Clause 2.8(d)(iv); or

(b) there is a delay to a Programme for any reason; or

(c) actual circumstances differ from the key assumptions set out in a Scope of Work or as referred to in Clause 2.1(b) or if such assumptions cannot be met at ail or in a timely fashion,

the work carried out under the relevant Programme will require changes which may also cause a change in the payments set out in the applicable Scope of Work. A Change Order shall not amend or modify the provisions given in this Agreement or the Quality Agreement unless such change of this Agreement or the Quality Agreement is expressly agreed in writing between Checkmate and Fujifilm. In case of any conflict of the provisions set forth in any Change Order and the provisions of this Agreement, this Agreement shall prevail to the extent of the conflict.

2.5 Delays. If delays in the agreed commencement or performance of a Programme occur because of Checkmate's request or inability to supply Fujifilm with any agreed information or materials (including those referred to in Clause 2.1(d)) required to begin or perform the Programme within thirty (30) days of such agreed time, Fujifilm may reallocate resources being held for performance of the Programme without incurring liability to Checkmate. In addition, in such event Fujifilm shall be relieved of its obligation to perform the Programme as set forth in the Scope of Work except that upon such delay being removed or remedied, Fujifilm will use Commercially Reasonable Efforts to allocate resources to performance of the Programme as set forth in the Scope of Work. Notwithstanding the foregoing, if Checkmate requests a delay to a Programme, or due to wilful action or inaction, causes a delay to the Programme, in either case which causes or will cause Fujifilm to be unable to carry out a Manufacturing Stage during the applicable Manufacturing Period, then the Campaign Cancellation Fee shall be payable by Checkmate. If it would be possible to carry out some but not all of the cGMP Batches scheduled during such Manufacturing Stage during the Manufacturing Period, then the Batches which cannot be carried out during the Manufacturing Period shall be deemed cancelled and the Batch Cancellation Fee shall be payable in relation thereto by Checkmate. The Batch Cancellation Fee or the Campaign Cancellation Fee, as applicable, shall be calculated by reference to the date on which notice was given by Checkmate, if such notice is given, or the date on which the delay becomes apparent.

2.6 Cancellation of Batches or Campaigns.

(a) Checkmate may cancel one or more Batches comprising a Manufacturing Stage subject to payment of the Batch Cancellation Fee in consideration for technical consultancy in relation to such cancellation. For the avoidance of doubt, Checkmate may not cancel any Batch which has commenced manufacture. Notwithstanding the foregoing, if Checkmate cancels all Batches in a Campaign, the applicable Campaign shall be deemed to have been cancelled by Checkmate under Clause 2.6(b), unless the Parties agree otherwise in writing.

(b) Checkmate may cancel a Campaign subject to payment of the applicable Campaign Cancellation Fee in consideration for technical consultancy in relation to such cancellation.

2.7 Regulatory Assistance.

(a) During each Programme and following Completion, Fujifilm will offer reasonable assistance to Checkmate in respect of Checkmate's regulatory filing activities for the applicable Drug Product or Process, subject to payment by Checkmate of a reasonable commercial rate for such assistance and Fujifilm's reasonable expenses. No advice or assistance given by Fujifilm shall be deemed to be or construed as a guarantee that a Drug Product will receive regulatory approval. Fujifilm will provide one electronic (PDF) copy of any documents which may be reasonably required by Checkmate in support of such regulatory filing activities. If Checkmate requires copies of the laboratory notebooks, provision of these will be subject to agreement of an additional fee associated with copying.

(b) Checkmate shall have the right and responsibility for determining regulatory strategy, decisions and actions relating to each Programme, any Intermediate and any Product and/or Drug Product, provided that Fujifilm shall have the right and responsibility for determining regulatory strategy, decisions and actions to the extent relating to (i) the Facility; (ii) Fujifilm's quality systems; (iii) any requirement imposed on Fujifilm by a Regulatory Authority or (iv) any other commitments made by Fujifilm prior to the commencement dale of the applicable Programme which have an impact on a Programme and Intermediate and *any* Product and/or Drug Product (each a "Fujifilm Regulatory Responsibility"), Checkmate shall therefore consult with Fujifilm in relation to the Chemistry, Manufacturing and Controls (CMC) section of *any* submissions to Regulatory Authorities before submission to such Regulatory Authorities and Checkmate shall not make any change to its regulatory filings, including without limitation its lnvestigational New Drug application (IND), which may have an Impact on any Fujifilm Regulatory Responsibility without prior agreement with Fujifilm.

2.8 Quality Matters.

(a) As soon as possible following execution of this Agreement and in any case prior to commencement of cGMP activity (including production of Cell Banks), the Parties shall execute the Quality Agreement. In case of any conflict of the provisions set forth in the Quality Agreement and the provisions of this Agreement, this Agreement shall prevail to the extent of the conflict. Each Party shall fulfil its responsibilities as set out in the Quality Agreement.

(b) Checkmate may carry out an annual audit in accordance with the provisions of the Quality Agreement. Additional audits (other than "for cause" audits) may be carried out subject to payment of Fujifilm's costs and expenses and subject to a commercial rate to be agreed.

(c) Fujifilm Quality and Checkmate will review, approve and sign the Product Specification, the QC Document, the Process Specification and batch manufacturing records in each case generated by Fujifilm. During the GMP Manufacturing Stage and Disposition, Fujifilm Quality will inform Checkmate of any deviations and any out of specification reports within the period from discovery specified in the Quality Agreement. Any deviations determined to affect product quality will be identified as non-conformance reports. It is understood that only NCRs and OOS which have an adverse effect on the quality of Product will be taken into consideration in determining whether a Batch is a Conforming Batch or a Non-Conforming Batch. In the absence of any NCR or OOS which has an adverse effect on the quality of Product, Fujifilm Quality will complete Disposition, issue a certificate of analysis and a cGMP compliant statement.

(d) The following provisions shall apply if during Disposition, it is ascertained that a cGMP Batch produced during a Manufacturing Stage is a Non-Conforming Batch:

(i) The Non-Conforming Batch shall not be delivered lo Checkmate, unless Checkmate requests it. If Checkmate requests delivery of the Non-Conforming Batch, Fujifilm shall deliver such Non-Conforming Batch in accordance with Clause 4.1.

(ii) If Checkmate does not wish to take delivery of the Non-Conforming Batch, and Checkmate wishes to continue the applicable Programme, Fujifilm shall use Commercially Reasonable Efforts to either:

(1) rework or reprocess the Non-Conforming Balch in accordance with cGMP, provided that Checkmate consents to such rework or reprocessing; or

(2) manufacture a further cGMP Batch.

(iii) The following provisions shall apply if the Non-Conforming Batch arose other than as a result of a Fujifilm Factor:

(1) Checkmate shall be obliged to make payment for the applicable Manufacturing Stage and Disposition as set out in the Scope of Work and such Manufacturing Stage and Disposition shall be deemed to have been completed in accordance with the Scope of Work.

(2) If Checkmate wishes Fujifilm to carry out additional work under the Programme, such additional work, including the rework or reprocessing of the Non-Conforming Batch or further manufacture referred to in Clause 2.8(d)(li), shall be carried out as soon as reasonably practicable and subject to agreement of the price payable in respect of such rework, reprocessing or further manufacture, such agreement to be recorded in a Change Order.

(iv) The following provisions shall apply if the Non-Conforming Batch arose as a result of a Fujifilm Factor:

(1) If Checkmate wishes to take delivery of the Non-Conforming Batch under Clause 2.8(d)(i), the Parties shall agree a reduction in the consideration payable under the Scope of Work in respect of the applicable Manufacturing Stage, such agreement being recorded in a Change Order and such Manufacturing Stage and Disposition shall be deemed to be completed on signature thereof unless otherwise agreed; or

(2) If Checkmate does not wish to take delivery of the Non-Conforming Batch under Clause 2.8(d)(i), rework or reprocessing of the Non-Conforming Batch, provided that Checkmate consents to such rework or reprocessing, or manufacture of a further cGMP Batch under Clause 2.8(d)(ii) shall be undertaken at Fujifilm’s cost and expense and as soon as reasonably practicable.

(e) The following provisions of this clause 2.8(e) shall apply if (a) within two (2) months after the date of delivery under this Agreement of a cGMP Batch by Fujifilm to Checkmate, Checkmate identifies an Apparent Defect; or (b) if during the Shelf Life of a cGMP Batch Checkmate identifies a Latent Defect in such cGMP Batch:

(i) Checkmate shall notify Fujifilm within ten (10) Business Days of such finding in writing.

(ii) The Parties shall cooperate in good faith and without undue delay

(1) to either confirm or rebut Checkmate's finding that there is an Apparent Defect or a Latent Defect (as applicable) in the cGMP Batch delivered such confirmation or rebuttal to be assessed against the Disposition criteria set out in the relevant Quality Agreement; and

(2) to evaluate whether the Non-Conforming Batch was Non-Conforming at the time of delivery; and

(3) to evaluate the cause of the defect and whether the Non-Conforming Batch arose as a result of a Fujifilm Factor.

(iii) If a dispute arises between the Parties and the Parties cannot come to mutual agreement as to whether the Batch is a Non-Conforming Batch or to any of the Clauses under 2.8(e)(ii), Clause 18 of this Agreement shall apply.

(iv) If the cGMP Batch delivered is confirmed to be a Non-Conforming Batch as a result of a Fujifilm Factor either by Fujifilm and Checkmate reaching agreement or by the resolution of any dispute pursuant to Clause 2.8(e)(iii), Fujifilm shall manufacture a further cGMP Batch at Fujifilm's cost and expense and as soon as reasonably practicable (0 In the absence of any notification from Checkmate pursuant to Clause 2.8(e) the relevant cGMP Batch shall be deemed to be in conformance in all respects with this Agreement.

(f) The Parties acknowledge that the manufacture of any Intermediate manufactured is an integral part of the Process and that Fujifilm's obligations and warranties under this Agreement relate to the Product into which the Intermediate is intended to be incorporated. Without prejudice to its obligations with respect to the Product and the Process, Fujifilm shall not have any obligations under this Agreement with respect to an Intermediate in isolation from the Product or Process concerned

2.9 Document Review. Review and/or approval of the final version of each document produced under this Agreement shall be within seven (7) Business Days of receipt by Checkmate, unless otherwise agreed in a Scope of Work or otherwise, or within three (3) Business Days of receipt by Checkmate (unless otherwise agreed by the Parties in a Scope of Work or otherwise) with respect to documents that are on the critical path for keeping the timelines agreed upon in a Scope of Work, provided that Fujifilm has provided Checkmate with notice that such documents will be delivered for review and approval by Checkmate such notice to be given in advance as soon as 'is reasonably practicable prior to the date of delivery and for critical path documents in any event no later than ten (10) Business Days prior to the date of delivery. If no response is received from Checkmate within such period, Fujifilm shall be entitled (to the extent permissible under cGMP) to treat such document as having been approved by Checkmate. If a response is received at a later date which necessitates additional or alternative activity, then timelines and costs may be required to be increased under Change Order. The Parties acknowledge and accept that each of them has a key role to play to enable the target dates in the Programme plan in the Scope of Work to be met and consequently shall use Commercially Reasonable Efforts to take such actions as are reasonably necessary in order to achieve the milestones by such dates, including, without limitation, responding promptly, in good faith, and in accordance with any mutually agreed document review schedule to any query raised or document issued by the other Party.

2.10 Records. Fujifilm shall retain all records relating to the Programme, including any laboratory notebooks, during the term of this Agreement and for ten (10) years after termination or expiration of this Agreement, or such longer period as may be required by Applicable Law. Checkmate shall have the right to receive copies of, use and reference any such records, including any documentation, reports, batch records, and the like generated by Fujifilm in the performance of the Programme or the manufacture of a Product ("Programme Documentation") for the development, manufacture, registration, and commercialization of a Product and other products based on Checkmate's technology platform by Checkmate or its licensees.

2.11 Provision of Safety Information.

(a) Checkmate will supply information reasonably requested by Fujifilm to enable Fujifilm to assess safe handling of Product and Intermediates by completing the Fujifilm "API Assessment form". Checkmate will provide *any* new or updated information related to safe handling to Fujifilm as soon as reasonably practicable (and in any case within two (2) weeks) if any new or updated information becomes available.

(b) Checkmate will supply to Fujifilm a Materials Safety Data Sheet ("MSDS") for Product and Intermediates which meets current guidelines prior to delivery of any Product, including samples. Checkmate will provide an updated version of such MSDS within two (2) weeks of one being available either due to updated information or a change in the relevant guidelines.

3. **Payments**

3.1 Consideration. In consideration for research and development and technical consultancy during the Programme, Checkmate shall pay to Fujifilm the amounts and at the times set out in the Scope of Work.

3.2 Excluded Items. The sums set out in a Scope of Work do not cover:

(a) Consumables; or

(b) Subcontracted Work; or

(c) Process-Specific Equipment (including cost of installation and qualification thereof); or

(d) Modifications; or

(e) disposal of Special Waste.

3.3 Additional Charges in Respect of Consumables.

(a) *Process Demonstration Stage Consumables*.

(i) At the time set out in the Scope of Work, Checkmate shall pay to Fujifilm the "Process Demonstration Consumables Advance Payment" set out in the Scope of Work in consideration for technical consultancy in relation to purchase of Consumables intended to be used during the applicable Process Demonstration Stage.

(ii) On completion of a Process Demonstration Stage, Fujifilm shall calculate the expenditure incurred in respect of Consumables actually used during a Process Demonstration Stage and any Process-Specific Consumables procured for use during such Process Demonstration Stage but not actually used and shall add a sum equivalent to [***] of the expenditure on all such Consumables (except chromatography resins and TFF membranes, in which case the applicable percentage shall be [***]), the aggregate amounts in each case being referred to as "Actual Process Demonstration Expenditure". If the Actual Process Demonstration Expenditure is greater than the Process Demonstration Consumables Advance Payment, Fujifilm shall issue a further Invoice for technical consultancy in relation to purchase of such Consumables for a sum equivalent to the difference. If the Actual Process Demonstration Expenditure is less than the Process Demonstration Consumables Advance Payment, Fujifilm shall at its option either (i) issue a credit note against the earlier invoice for a sum equivalent to the difference and Checkmate shall offset such amount against any payments then due to Fujifilm; or (ii) make a payment equivalent to the difference to Checkmate within thirty (30) days of Fujifilm undertaking the relevant calculation.

(iii) Fujifilm will store Process-Specific Consumables until completion of the Programme.

(b) *Manufacturing Stage Consumables*.

(i) At the time set out in the Scope of Work, Checkmate shall pay lo Fujifilm the "Manufacturing Consumables Advance Payment" set out in the Scope of Work in consideration for technical consultancy in relation to purchase of Consumables intended to be used during the applicable Manufacturing Stage.

(ii) On completion of a Manufacturing Stage, Fujifilm shall calculate the expenditure incurred in respect of Consumables actually used during such Manufacturing Stage and any Process-Specific Consumables procured for use during such Manufacturing Stage but not actually used and shall add a sum equivalent to [***] of the expenditure on all such Consumables (except chromatography resins and TFF membranes, in which case the applicable percentage shall be [***]), the aggregate amounts in each case being referred to as "Actual Manufacturing Expenditure". If the Actual Manufacturing Expenditure is greater than the Manufacturing Consumables Advance Payment, Fujifilm shall issue a further invoice for technical consultancy in relation to purchase of such Consumables for a sum equivalent to the difference. If the Actual Manufacturing Expenditure is less than the Manufacturing Consumables Advance Payment, Fujifilm shall at its option either (i) issue a credit note against the earlier invoice for a sum equivalent to the difference and Checkmate shall offset such amount against any payments then due to Fujifilm, or (ii) make a payment equivalent to the difference to Checkmate within thirty (30) days of undertaking the relevant calculation.

(iii) Fujifilm will store Process-Specific Consumables until completion of the Programme.

(c) *Additional Consumables in other Stages*. Each month, Fujifilm shall issue an invoice to Checkmate for additional technical consultancy in relation to procurement of additional Consumables used during any other Stage ("Additional Consumables") during the previous month in amounts equivalent to the expenditure on such Additional Consumables during the previous month plus [***] (except chromatography resins and TFF membranes, in which case the applicable percentage shall be [***]).

3.4 Additional Charges in Respect of Subcontracted Work, Process-Specific Equipment Modifications and Special Waste. Fujifilm shall obtain Checkmate's approval in writing prior to incurring expenditure on Subcontracted Work, Process-Specific Equipment (including cost of installation and qualification thereof), Modifications or disposal of Special Waste. Fujifilm shall bear such expenditure itself. Fujifilm shall invoice Checkmate for further technical consultancy services provided and any associated expenditure incurred by Fujifilm in respect of the Subcontracted Work, Process-Specific Equipment (including cost of installation and qualification thereof), Modifications or disposal of Special Waste as the case may be in the same amount as the expenditure which Fujifilm incurs in respect of Subcontracted Work, Process-Specific Equipment (including cost of installation and qualification thereof), Modifications and/or disposal of Special Waste, plus a sum equivalent to [***] of such expenditure. Fujifilm shall issue invoices for such technical consultancy services at the time Fujifilm incurs expenditure in respect of the Subcontracted Work, Process-Specific Equipment, Modifications and/or disposal of Special Waste as the case may be.

3.5 Purchase of Process-Specific Consumables and Process-Specific Equipment. Checkmate shall have an option to purchase from Fujifilm such Process-Specific Equipment and/or Process-Specific Consumables purchased by Fujifilm under Clauses 3.3 and 3.4 as remain following completion of the Manufacturing Stage for which such Process-Specific Equipment and/or Process-Specific Consumables were purchased for consideration of one British Pound Sterling (£1) payable at the time of such sale. The option shall be exercised within the earlier of one (1) month following termination of this Agreement or (ii) by mutual agreement not more than twelve (12) months following completion of the Programme for which such Process-Specific Equipment and/or Process-Specific Consumables were purchased (or such other period as is agreed in writing by the Parties). The Parties acknowledge and agree that they may agree different terms to the right to purchase under this Clause where there is a significant opportunity to use the relevant Process-Specific Equipment or Process-Specific Consumables on another Programme. Checkmate shall be responsible for any cost and expense associated with removal of such Process-Specific Equipment and/or Process-Specific Consumables and documenting such sale and such Process-Specific Equipment and/or Process-Specific Consumables shall be delivered Ex Works the Facility (lncoterms 2010). Risk in and title thereto shall pass on delivery. Fujifilm shall be free to use any item(s) of Process-Specific Equipment or Process Specific Consumables in respect of which the option referred to in this Clause 3.5 is not exercised.

3.6 Issue of Invoices. Fujifilm shall issue invoices for the sums set out in the Scope of Work and Clauses 3.3, 3.4 and 3.5 as such sums fall due and Checkmate shall settle Fujifilm's invoice(s) within [***] calendar days of the date of the relevant invoice. Payment shall be made without deduction, set-off, lien or counterclaim of any nature. Interest shall become due on late payments at [***] the base lending rate of the Bank of England, compounded daily from the date on which payment falls due until the date of payment. Unless within [***] days of the date of invoice, Checkmate has advised Fujifilm in good faith and in writing the specific basis for disputing an invoice, failure to pay an invoice within [***] from the date of invoice may, at Fujifilm's election, constitute a material breach of this Agreement. In addition to all other remedies available to Fujifilm in the event of a Checkmate default, if Checkmate fads to make payments as required hereunder, Fujifilm may refuse to carry out further work and/or suspend deliveries of Product or provision of reports until Checkmate makes payment and/or provides assurance of further or future payment reasonably satisfactory to Fujifilm.

3.7 Bank Account Details. All amounts payable to Fujifilm under this Agreement shall be paid in Pounds Sterling, without deduction, by authenticated and value dated Swift telegraphic transfer, quoting invoice numbers of payment to:

The Royal Bank of Scotland PLC, Manchester Mosley Street, 36 Mosley Street, Manchester M60 2BE.
Swift [***]

Account number [***] or such other banks as Fujifilm shall notify Checkmate in writing from time to time.

3.8 Taxes. Any payment under this Agreement is exclusive of any Value Added Tax (or other tax) that may apply and shall be paid gross, without deductions or set-offs, whether by way of withholding *or* other income taxes, and Checkmate shall ensure that such sum is paid to Fujifilm as shall, after deduction of such withholding or other income taxes, be equivalent to the consideration payable under this Agreement If any Value Added Tax shall become due, it shall be for the account of Checkmate.

3.9 Lien. Fujifilm shall have general as well as a particular lien over any property of Checkmate (including Product) whilst it remains in the possession of Fujifilm in respect of any unpaid amount owed by Checkmate to Fujifilm under this Agreement or any other agreement made between the Parties.

4. **Delivery and Storage**

4.1 Delivery. Delivery of all material, including any quantity of Product manufactured during the Programme or Process-Specific Equipment and Process-Specific Consumables purchased by Checkmate under Clause 3.5 will be made Ex Works, the Facility (Incoterms 2010) Fujifilm shall notify Checkmate ten (10) Business Days in advance of either (i) the date on which such material is available for collection or, (ii) in the case of any Batch produced during a Manufacturing Stage, the date on which Fujifilm has completed Disposition in respect of such Batch. Risk in and title to all material shall pass on delivery. Fujifilm will co-operate with Checkmate's chosen supplier with regard to achieving timely and efficient transport matters.

4.2 Storage and Stability Testing. Checkmate shall have an option, exercisable prior to completion of a Manufacturing Stage, to request that Fujifilm store Product and Intermediate and, during such storage, to carry out stability testing on Product subject to written agreement on terms and conditions therefor and the duration of storage, testing intervals and price payable. In the absence of exercise of such option and agreement on the terms of such storage prior to completion of Disposition, Fujifilm shall not be obliged to store Product and delivery shall take place under Clause 4.1. Prior to completion of the applicable Programme, the Parties shall agree what materials generated in the performance of the Programme, including without limitation cell banks, reference samples, retention samples, research and development samples, in-process samples, and any cGMP or non-cGMP Product and Intermediate thereof Fujifilm shall store, or, at Checkmate's discretion, transfer to Checkmate or an assignee determined by Checkmate. Under no circumstances shall Fujifilm destroy or dispose of any materials without the prior written approval of Checkmate, such approval not to be unreasonably withheld. If Checkmate instructs Fujifilm to store such materials, the storage of such materials shall be subject to the agreement of separate terms and conditions between the Parties, provided, however, that said storage shall be free of charge for [***] following Product Disposition and then by mutual agreement.

5. **Intellectual Property**

5.1 Ownership of Background Intellectual Property. Nothing in this Agreement shall affect the ownership by either Party of its Background Intellectual Property or imply any licence to a Party's Background Intellectual Property unless granted expressly.

5.2 License to Fujifilm Background Intellectual Property. Fujifilm shall not without the prior written approval by Checkmate implement any Fujifilm Background Intellectual Property or Third Party Intellectual Property into a Process. In the event that Fujifilm implements any Fujifilm Background Intellectual Property into a Process without Checkmate's prior written approval, Fujifilm hereby grants to Checkmate a royalty-free, non-exclusive, worldwide, perpetual, paid up licence, with the right to sublicense over multiple tiers to the extent required to exploit said Process.

5.3 Licence to Intellectual Property for the Programme. Checkmate grants to Fujifilm a nonexclusive, royalty-free licence under Checkmate's Background Intellectual Property and Checkmate's New Intellectual Property whilst this Agreement remains in force for the purpose of carrying out the Programme.

5.4 [***].

5.5 Operation of Fujifilm's Background Intellectual Property by Fujifilm. Nothing in the Agreement (including *any* patent applications or patents within New Intellectual Property) shall operate to prevent Fujifilm or its Affiliates from operating or otherwise dealing with Fujifilm's Background Intellectual Property in respect of any chemical or biological entity.

6. **Warranties, Indemnities and Limitation of Liability**

6.1 Fujifilm Warranty. Fujifilm warrants that:

(a) on the Commencement Date, to the best of Fujifilm's knowledge and belief, the Fujifilm Background Intellectual Property is owned by Fujifilm or Fujifilm is otherwise entitled to use it for the purposes of providing works and services under this Agreement, and during the term of this Agreement Fujifilm shall not do or cause anything to be done in respect of such Background Intellectual Property used in the Programme which would adversely affect their entitlement to use the same for those purposes;

(b) Fujifilm has the necessary corporate authorisations to enter into this Agreement;

(c) Fujifilm has the necessary licences and permits to perform the Programme in accordance with cGMP and Applicable Law, and shall maintain such licences and permits for the duration of this Agreement.

6.2 Checkmate Warranty. Checkmate warrants that:

(a) on the Commencement Date, to the best of Checkmate's knowledge and belief, Checkmate has the right to supply the Cell Line, the Checkmate Process, the other Checkmate Materials and the Checkmate Background Intellectual Property to Fujifilm and the necessary rights to licence or permit Fujifilm to use the same for the purpose of the Programme and that Fujifilm's use of the Cell Line, the Checkmate Process, the other Checkmate Materials and the Checkmate Background Intellectual Property in the Programme will not infringe the Intellectual Property rights of any Third Party;

(b) Checkmate has the necessary corporate authorisations lo enter into this Agreement

6.3 Intellectual Property Indemnity. Each Party ("**the First Party**") shall be liable for and indemnify the other ("**the Second Party**") against any liability, loss, claim, damage, proceedings and costs whatsoever arising out of any actual or alleged infringement of any Third Party Intellectual Property (an "**IP Infringement**") as a result of the Second Party's use of the Intellectual Property of the First Party in performance of the Programme, provided that the Second Party:

(a) gives the First Party the sole conduct of the defence to any claim or action in respect of the IP Infringement and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of the First Party; and

(b) acts in accordance with the reasonable instructions of the First Party and gives the First Party such assistance as it shall reasonably require in respect of the conduct of such defence.

Notwithstanding the foregoing provisions of this Clause 6.3, the First Party's liability to indemnify the Second Party shall cease in respect of continuing use by the Second Party of the Intellectual Property of the First Party which is the subject of the IP Infringement following either:

(i) notification (which shall be given promptly) by the First Party to the Second Party that the Intellectual Property of the First Party is actually or is believed by the First Party to be the subject of an IP Infringement; or

(ii) the Second Party becoming aware that the Intellectual Property of the First Party is the subject of an IP Infringement; except where the First Party agrees or insists that the Second Party shall continue to use the Intellectual Property of the First Party which is the subject of the IP Infringement.

6.4 Indemnification by Fujifilm. Subject to Clauses 6.7 and 9.3, Fujifilm shall defend, indemnify and hold harmless each of Checkmate, its Affiliates, and their directors, officers, and employees and the successors and permitted assigns of any of the foregoing from and against any Third Party claims, actions, liabilities, costs and expenses (including court costs and legal fees on a full indemnity basis) that Checkmate may suffer arising directly out of (a) [***]; (b) Fujifilm's use of Fujifilm's Background Intellectual Property in the performance of the Programme, or (c) [***] provided always that this indemnity shall not apply to any claims, actions, liabilities, costs and expenses (including court costs and legal fees) which are suffered or incurred in connection with any act or omission of Checkmate.

6.5 Indemnification by Checkmate. Checkmate shall defend, indemnify and hold harmless each of Fujifilm, its Affiliates, and their directors, officers, and employees and the successors and permitted assigns of any of the foregoing from and against any Third Party claims, actions, liabilities, costs and expenses (including court costs and legal fees on a full indemnity basis), that Fujifilm may suffer arising directly out of (a) any breach of the warranties given by Checkmate in Clause 6.2 above; or (b) Wilful Misconduct or Gross Negligence of Checkmate or (c) use of any Product or Drug Product by Checkmate or a Third Party following delivery of such Product by Fujifilm provided always that this indemnity shall not apply to any claims, actions, liabilities, costs and expenses (including court costs and legal fees) which are suffered or incurred in connection with any act or omission of Fujifilm.

6.6 Subject to Clause 6.7(e). Fujifilm shall not have any liability to Checkmate whatsoever resulting from, and Checkmate shall fully indemnify Fujifilm against, all claims, suits, actions demands, liabilities, expenses and / or losses (including reasonable legal fees)

brought against or suffered by Fujifilm or its Affiliates or its or their directors, officers and employees and the successors and permitted assigns of any of the foregoing, and against all costs incurred in connection therewith, arising out of or resulting from the use or operation of the Process (or *any* part of the Process) for production of Product or Intermediate by or on behalf of Checkmate, except to the extent that:

(a) [***]; or

(b) [***].

6.7 Limitation of Liability.

(a) Checkmate's sole and exclusive remedy In relation to any Non-Conforming Batch arising as a result of a Fujifilm Factor (whether caused by breach of this Agreement or not) is limited to those remedies set out in Clause 2.8(d) and 2.8(e).

(b) Without prejudice to Clause 6.7(a) above, if Fujifilm fails to perform a Programme (or part thereof) in accordance with Clause 2.1, Fujifilm's liability to Checkmate shall [***].

(c) Subject to Clause 6.7(e) Fujifilm's total liability (whether for breach of contract, negligence, breach of statutory duty and/or other tort, or otherwise) under this Agreement in respect of any Programme shall be limited to the lesser of (i) the aggregate amount received by Fujifilm from Checkmate under the SoW to which the claim relates; [***].

(d) Subject to Clause 6.7(e), neither Party shall be liable to the other Party for loss of use or profits or collateral, special, consequential or indirect damages, losses, or expenses, including but not limited to the cost of a recall in connection with, or by reason of the production and delivery of Product under this Agreement, whether such claims are founded in tort (including negligence) or contract.

(e) Nothing in this Agreement shall operate to limit or exclude the liability of either Party for personal injury or death caused by negligence, fraud, fraudulent misrepresentation or any other liability to the extent that it cannot be excluded or limited by law.

6.8 Total Remedy/Liability. The provisions of Clauses 6.3 to 6.11 and 9.3 constitute a complete statement of the remedies of Checkmate and the liability of Fujifilm under this Agreement. All claims by Checkmate for breach or default under this Agreement shall be brought within one (1) year after the cause of action has come to, or which (acting in accordance with Good Industry Practice) ought reasonably have come to Checkmate's attention or shall be deemed waived.

6.9 Disclaimer of Warranties. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT HEREBY ARE DISCLAIMED BY FUJIFILM.

6.10 Insurance. Each Party shall secure and maintain in full force and effect during the term of this Agreement policies of insurance having policy limits, deductibles and other terms appropriate to the conduct of that Party's business. Evidence of such insurance in the form of a broker's letter will be made available for examination upon request of the other Party.

6.11 Mitigation and Admission.

(a) Nothing in this Clause 6 shall restrict or limit either Party's general obligation at law to mitigate a loss it may suffer or incur as a result of any act or omission that may give rise to a claim under any indemnity in this Agreement;

(b) The Party entitled to any indemnity in this Agreement shall not make any admissions, admit liability or otherwise settle any claim from a the Third Party without the prior written consent of the Party granting the indemnity (such consent to be in the absolute discretion of the Party granting the indemnity).

7. **Confidentiality**

7.1 Maintenance of Confidentiality. In consideration of the Disclosing Party disclosing the Confidential Information to the Receiving Party, the Receiving Party hereby undertakes to maintain confidential all such Confidential Information and it will accordingly not directly or indirectly use any of the Confidential Information in whole or in part save for the purposes envisaged in this Agreement or disclose any of the Confidential Information to any Third Party other than under and in accordance with the terms of Clauses 7.4 or 7.5.

7.2 Exceptions. The foregoing restrictions on the Receiving Party shall not apply to any Confidential Information which:

(a) the Receiving Party can prove was already in its possession and at its free disposal before the disclosure hereunder to it;

(b) is hereafter disclosed to, purchased or otherwise legally acquired by the Receiving Party by or from a Third Party who has not derived it directly or indirectly from the Disclosing Party under an obligation of confidentiality;

(c) is or becomes available to the public whether in printed publications or otherwise through no act or default on the part of the Receiving Party; or

(d) has been developed independently of the Programme by the Receiving Party without reference to any of the Confidential Information disclosed by the Disclosing Party.

7.3 Exercise of Reasonable Precautions. In order to secure the obligations set out in this Clause 7 the Receiving Party agrees to exercise every reasonable precaution to prevent and restrain the unauthorised disclosure and use of information subject to confidentiality, including restricting access to such information to such of its employees and consultants as are bound to keep such information confidential and need to have such access for the purpose of this Agreement.

7.4 Authorised Third Parties. The Receiving Party may disclose Confidential Information to or receive Confidential Information through its Authorised Third Parties who need to know the Confidential Information to perform the Programme or otherwise as necessary under this Agreement, and to existing or potential acquirers or merger candidates, potential licensees or collaborators, investment bankers, existing or potential investors, venture capital firms or other financial institutions or investors for purposes of obtaining financing, provided that the Receiving Party shall procure that prior to disclosure of Confidential Information each Authorised Third Party to which Confidential Information is to be disclosed is made aware of the obligations contained in this Agreement and agrees to be subject to confidentiality obligations no less onerous than those contained in this Agreement. Any breaches of the obligations of confidentiality contained in this agreement by such Authorised Third Party shall be treated as a breach of such obligations by the Receiving Party. Any reference to a Party as the Receiving Party shall include such Authorised Third Party.

7.5 Disclosure to Courts or by Law or Other Rules. Subject to the proviso below, nothing in this Clause 7 shall preclude disclosure of any Confidential Information (a) required by any court entitled by law to disclosure of the same, or (b) which is required by law to be disclosed (including, without limitation, lo a Regulatory Authority, in connection with freedom of information legislation or regulations, or in relation to filings with any recognised stock exchange). If the Receiving Party is required to make a disclosure in accordance with this Clause 7.5 it shall only make a disclosure to the extent to which it is obliged. Notwithstanding the foregoing, the Receiving Party shall in each case promptly notify the Disclosing Party when any requirement to disclose has arisen, to enable the Disclosing Party to seek an appropriate protective order and to make known to the intended recipient the proprietary nature of the Confidential Information and to make any applicable claim of confidentiality in respect thereof. The Receiving Party shall co-operate in any action which the Disclosing Party may in its reasonable discretion decide to take.

7.6 Announcements/Publicity. None of the Parties shall make an official press release, announcement or other formal publicity relating to the transactions which are the subject of this Agreement, or any ancillary matter, without the other Party's prior written consent. The Party wishing to make such release, announcement or publicity shall provide a copy of the text thereof to the other Party prior to release and the other Party shall respond to such request within thirty (30) days following receipt.

7.7 Survival of Obligations. The provisions of this Clause 7 shall survive termination or expiry of this Agreement provided that a Party's confidentiality obligations with respect to Confidential Information shall survive such termination until the Confidential Information falls within one of the confidentiality exceptions set forth in Clause 7.2.

8. **Duration**

This Agreement shall be deemed to have commenced on the Commencement Date and shall continue until Completion of all Programmes unless terminated in accordance with the provisions of Clause 9.1.

9. **Termination of Programmes or the Agreement**

9.1 Termination. Subject to Clauses 9.2 to 9.5, termination may occur in the following ways:

(a) Mutual Agreement. The Parties may terminate this Agreement or a Programme by mutual written agreement at any time prior to Completion.

(b) For Convenience. Checkmate may terminate this Agreement or a Programme by giving written notice to Fujifilm at any time.

(c) Termination of a Programme Due to Technical Issues. Subject to Clause 17, if it becomes apparent to either Fujifilm or Checkmate at any point in the Programme that it shall not be possible to complete the Programme for scientific or technical reasons, such issue shall be discussed involving senior management of the Parties and a ninety (90) day period shall be allowed for good faith discussion and attempts to resolve such problems or to agree on a mutual termination of this Agreement. If such problems are not resolved within such period, either Party shall be entitled to terminate the Agreement forthwith by notice in writing and with immediate effect.

(d) Material Breach. Either Party may terminate this Agreement if the other is in material breach of this Agreement and does not rectify such breach {If such breach is capable of remedy) within fourteen (14) calendar days for monetary defaults or thirty (30) calendar days for non-monetary defaults (or such additional time

reasonably necessary to cure such non-monetary default provided the breaching Party has commenced a cure within the thirty (30) day period (or such other period as is reasonably practicable) and is diligently pursuing completion of such cure) after receipt by the breaching Party of written notice of such default.

(e) Financial Matters. Either Party may terminate this Agreement immediately by giving written notice if the other has a liquidator, receiver, manager receiver or administrator appointed, or ceases to continue trading or is unable to pay debts as defined in Section 123 of the Insolvency Act 1986 (England and Wales) or the equivalent occurs in any jurisdiction in which the other is resident or carried on business.

9.2 Consequences of Termination (Except Material Breach by Fujifilm). The following provisions shall apply if the Agreement or a Programme is terminated by mutual agreement under Clause 9.1(a), if Checkmate terminates the Agreement or a Programme for convenience under Clause 9.1 (b), or if Fujifilm terminates a Programme due to technical issues under Clause 9.1(c) or the Agreement for Checkmate's material breach or insolvency under Clauses 9.1(d) or (e);

(a) Checkmate shall pay to Fujifilm all sums payable up to the date of termination but not yet paid, including sums which are payable but in respect of which no invoice has been issued at the date of termination (including all sums due in relation to items referred to in Clause 3.2).

(b) If the Agreement or a Programme is terminated by mutual agreement under Clause 9.1(a) or if a Programme is terminated by either Party due to technical issues under Clause 9.1 (c), Checkmate shall pay to Fujifilm in consideration for research and development and technical consultancy provided up to the date of termination:

(i) *Non-Manufacturing and Manufacturing Activities (Except Manufacturing Stages)* - a pro-rated sum based on the work completed in any commenced but incomplete Stage forming part of the Non-Manufacturing and Manufacturing Activities at the date of such early termination, together with any expenses incurred by Fujifilm in performance of its obligations or in anticipation of performance of its obligations that cannot reasonably be recovered from the relevant Third Party or re-allocated to other projects being undertaken by Fujifilm within four (4) weeks after the date of termination, less any payments already made in respect of such Activity; and

(ii) *Manufacturing Stages*- [***] of the Campaign Cancellation Fee calculated pursuant to Schedule A.

The Parties acknowledge and agree that in certain circumstances Checkmate may be obliged to make payments to Fujifilm under both Clauses 9.2b(i) and 9.2b(ii) in accordance with the particular requirements of the SoW.

(c) Without prejudice to Fujifilm's other remedies, if Checkmate terminates the Agreement or a Programme for convenience under Clause 9.1(b) or if Fujifilm terminates the Agreement due to Checkmate's material and unremedied breach or insolvency under Clause 9.1 (d), Checkmate shall pay to Fujifilm the following in consideration for research and development in relation to such termination or cancellation:

(i) *Non-Manufacturing and Manufacturing Activities (Except Manufacturing Stages)* - the greater of (1) the amount that would have been due upon completion of any Non-GMP Stage which has been commenced but which is Incomplete at the date of such termination together with any expenses incurred by Fujifilm in performance of its obligations or In anticipation of performance of its obligations that cannot reasonably be recovered from the relevant Third Party within four (4) weeks after the date of termination, or (2) [***], less any payment of amounts already made in respect of such Activity in accordance with the relevant SoW; and (ii) Manufacturing Stages - the Campaign Cancellation Fee calculated pursuant to Schedule A.

The Parties acknowledge and agree that in certain circumstances Checkmate may be obliged to make payments to Fujifilm under both Clauses 9.2c(i) and 9.2c(ii) in accordance with the particular requirements of the SoW.

(d) Notwithstanding the foregoing, Checkmate shall not be liable under this Clause 9.2 to pay to Fujifilm in aggregate a sum in excess of the amount which would have been payable had the relevant Programme been completed successfully.

(e) If this Agreement Is terminated by Fujifilm for Checkmate's unremedied breach or insolvency under Clauses 9.1(d) or (e). Fujifilm shall be entitled, in a manner of Its choosing and without further notice to Checkmate, to dispose of any Product or property of Checkmate (including Product} which remains in the possession of Fujifilm in excess of three (3) months following the effective date of such termination.

9.3 Consequences of Termination (Material Breach by Fujifilm). In the event that this Agreement is terminated by Checkmate for Fujifilm's material and unremedied breach under Clause 9.1(d), (i) Checkmate shall remain obligated to pay all sums payable up to the date of termination but not yet paid, in relation to work not affected by the breach, including sums which are payable but in respect of which no invoice has been issued at the date of termination (including all sums due in relation to items referred to in Clause 3.2) and (ii) Fujifilm shall pay a sum in compensation for such breach to Checkmate equivalent to any monies paid to Fujifilm, less an agreed sum In consideration for research and development and technical consultancy provided by Fujifilm in carrying out the Programmes including in relation to items referred to in Clause 3.2 up to the date of termination but not affected by the breach, and in the absence of agreement upon such sum the provisions of Clause 18 shall apply. Checkmate shall not be obliged to pay any Campaign Cancellation Fee or Batch Cancellation Fee. The rights set out in this Clause 9.3 constitute Checkmate's total remedies in respect of Fujifilm's material breach giving rise to such termination.

9.4 Consequences of Termination (Except Material Breach by Checkmate). Upon termination of this Agreement for whatever reason except Checkmate's material and unremedied breach under Clause 9.1(d), Fujifilm shall

(a) cooperate in good faith with Checkmate, using Commercially Reasonable Efforts, to safeguard any Process know-how, Programme Documentation and materials available at the time of termination;

(b) at Checkmate's request, transfer any Programme Documentation and materials related to any Programme under this Agreement to Checkmate or to any assignee determined by Checkmate;

(c) at Checkmate's request, reasonably assist Checkmate in the transfer of any technology developed under this Agreement to Checkmate or to any assignee determined by Checkmate.

Fujifilm shall be compensated at a reasonable commercial rate for its efforts under this Clause 9.4.

9.5 Acquired Rights. Termination or expiry of this Agreement, for whatever reason, shall not prejudice the acquired rights of either Party, including the right to payment for the Programme pursuant to Clause 3 (subject to Clause 9.2).

9.6 Survival. The provisions of Clauses 3 (Payment), 5 (Intellectual Property), 6 (Warranties), Indemnities and Limitation of Liability) and *7* (Confidentiality) shall survive the termination or expiry of this Agreement.

10. Independent Contractor

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties. Each Party agrees to perform under this Agreement solely as an independent contractor.

11. Entire Agreement

This Agreement (including all Scopes of Work entered into under it) together with the Quality Agreement contains the entire agreement between the Parties and supersedes any previous agreements relating to the Programme and any understandings between the Parties with respect thereto (including without limitation any letter of intent between the Parties).

12. Assignment and Subcontracting

12.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal successors but shall not otherwise be assignable by either Party, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided that either Party may assign this Agreement without consent to an Affiliate or in connection with a genuine business reorganisation or to a purchaser of the whole or part of the business or assets to which this Agreement relates. At the request of the assigning Party, the Parties shall execute a novation agreement in support of and confirming such assignment.

12.2 Fujifilm shall not be entitled to subcontract any work under this Agreement except upon prior written approval by Checkmate (which shall not be unreasonably withheld) and subject to inclusion in such subcontract confidentiality and intellectual property provisions no less onerous than those contained herein and provided that Fujifilm shall be liable for any acts or omissions of any subcontractor as if such acts or omissions were Fujifilm's own.

12.3 For the purposes of this Agreement, any subcontractor listed in the SoW or the QC Document shall be deemed to be approved by Checkmate.

13. Variation

No variation or amendment of this Agreement shall bind either Party unless made in writing in the English language and agreed to in writing by duly authorised officers of both Parties.

14. **Illegality**

If any provision of this Agreement is agreed by the Parties to be illegal, void or unenforceable under any Applicable Law or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be excised herefrom with effect from the date of such agreement or decision or such earlier date as the Parties may agree.

15. **Waiver**

A failure by either Party hereto lo exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent lime or times.

16. **Notices and Communications**

16.1 Formal Notices. Any formal notice required or permitted under this Agreement shall be in writing which may take the form of a letter or facsimile and shall be sent by prepaid post, facsimile, or hand delivery (including messenger service) to the following address of the respective Parties:

If to Checkmate:	Checkmate Pharmaceuticals Inc. 1 Broadway, 14th Floor Cambridge, MA 02142, USA Attn: CEO Facsimile: +1 617 682 36 26
With a copy to	Checkmate Pharmaceuticals Inc. 1 Broadway, 14th Floor Cambridge, MA 02142, USA Attn: Company Secretary Facsimile: +1 617 682 36 26
If to Fujifilm:	FUJIFILM Diosynth Biotechnologies UK Limited Belasis Avenue Billingham TS231LH Attn: Managing Director Facsimile: +44 (0)1642 364463
With a copy to:	FUJIFILM Diosynth Biotechnologies UK Limited Belasis Avenue Billingham TS231LH Attn: Company Secretary Facsimile: +44 (0)1642 364463

Any Party may, at any time by written notice to the other Party, change the address or the facsimile numbers to which notices or other communications shall be sent. All notices and

other communications shall have been duly given or made (i) when delivered by hand (including by messenger service) upon delivery or (ii) when delivered by post upon delivery or (iii) when faxed upon receipt of a legible copy by recipient and production of a satisfactory transmission report by sender confirming transmission of the fax in full to the appropriate number by the fax machine which sent the fax.

16.2 Other Communications. In addition to the methods set out in Clause 16.1, any other communications between the Parties *may* be made by telephone or by email.

17. **Force Majeure**

Neither Party shall be liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement if and to the extent, and for the duration, that such is due to Force Majeure. Without prejudice to Section 9, any said failure or delay shall not give either Party the right to terminate this a Programme of this Agreement except, and to the extent that such Force Majeure continues for a period exceeding three (3) months. Termination of a Programme or this Agreement as a result of Force Majeure shall take effect as if the Programme or this Agreement had been terminated by mutual agreement under Clause 9.1 (a).

18. **Law, Jurisdiction and Dispute Resolution**

18.1 Governing Law. It is recognised that Programmes are carried out by Fujifilm entirely within the United Kingdom and therefore this Agreement is governed by and shall be construed and interpreted in accordance with English law.

18.2 Reference to Parties' Senior Representatives. Prior to any dispute, difference or disagreement concerning this Agreement proceeding to litigation or arbitration or through the courts the Parties shall seek to resolve the matter within thirty (30) calendar days by referring it to the CEO, Fujifilm and the CEO of Checkmate. Without prejudice to the foregoing, any disputes relating to quality Issues shall be dealt with in accordance with the Quality Agreement.

18.3 Arbitration. Any matter or dispute arising out of or in connection with this Agreement which is not able to be resolved pursuant to Clause 18.2 shall be finally settled by commercial arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce to be held in London, England. The language of the proceedings shall be English. In appointing arbitrators, the Parties shall consider the appointment of an arbitrator or arbitrators capable of making decisions on the technical aspects of the Programme.

18.4 Interim Steps. Neither of the Parties shall be deemed to be precluded from taking such interim formal steps as may be considered necessary to protect such Party's position while the procedures referred to in Clauses 18.2 and 18.3 are pursued.

IN WITNESS WHEREOF, the authorised representatives of the Parties have executed this Agreement on the date written al the top of this Agreement.

For and on behalf of FUJIFILM DIOSYNTH
BIOTECHNOLOGIES UK LIMITED

Signature	/s/ Stephen C. Taylor
Name	Stephen C. Taylor
Position	SVP Commercial
Date	1 October 2015

For and on behalf of Checkmate Pharmaceuticals, Inc.

Signature	/s/ Arthur M. Krieg
Name	Arthur M. Krieg
Position	CEO
Date	1 October 2015

Schedule A: Cancellation Fees

Batch Cancellation Fee.

(a) For the purpose of this Section, the “Batch Fee” is the total payments set out in the respective Scope of Work in respect of the cancelled Batch(es).

(b) The Batch Cancellation Fee shall be:

(i) the applicable percentage of the Batch Fee set out in the table below, dependent on the period of time between

(1) notice of cancellation of such Batch(es) and

(2) the then current date for commencement of the relevant Manufacturing Stage,

(ii) less any sums already received under the Scope of Work in relation to the cancelled Batch(es) at the time the Batch Cancellation Fee is calculated.

[***]

Campaign Cancellation Fee.

(a) For the purpose of this section, “the Manufacturing Stage Fee” is the total payments to be made in respect of the Manufacturing Stage.

(b) the Campaign Cancellation Fee shall be’

(i) a percentage of the Manufacturing Stage Fee, dependent on the period of time between (i) notice of termination and (ii) the then current date for commencement of the relevant Manufacturing Stage,

(ii) less any sums already received under the Scope of Work in respect of the Manufacturing Stage at time the Campaign Cancellation Fee is calculated.

[***]

CERTAIN INFORMATION IDENTIFIED BY BRACKETED ASTERISKS ([* * *]) HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

CLINICAL TRIAL COLLABORATION AND SUPPLY AGREEMENT

This CLINICAL TRIAL COLLABORATION AND SUPPLY AGREEMENT (this "**Agreement**"), made as of August 22, 2018 (the "**Effective Date**"), is by and between Ares Trading S.A., Z.I de l'Ouriettaz, CH-1170 Aubonne, Switzerland ("**Merck**"), an affiliate of Merck KGaA, Darmstadt, Germany, and Pfizer Inc., having a place of business at 235 East 42nd Street, New York, NY 10017 USA ("**Pfizer**") on the one side, and Checkmate Pharmaceuticals, Inc., having a place of business at One Broadway, 14th floor, Cambridge, MA 02142 ("**Checkmate**") on the other side. Merck and Pfizer together are referred to herein as the "**Alliance**". The Alliance and Checkmate are each referred to herein individually as "**Party**" and collectively as "**Parties**".

RECITALS

A. Under a separate agreement between Merck and Pfizer the Alliance is developing the Alliance Compound (as defined below) for the treatment of certain tumor types.

B. Checkmate is developing the Checkmate Compound (as defined below) for the treatment of certain tumor types.

C. Pfizer is developing the Pfizer Compounds (as defined below) for the treatment of certain tumor types.

D. Pfizer desires to sponsor a clinical trial in which the Checkmate Compound, a Pfizer Compound and the Alliance Compound would be dosed concurrently or in combination.

E. The Alliance, Pfizer and Checkmate, consistent with the terms of this Agreement, desire to collaborate as more fully described herein, including by providing the Alliance Compound, Pfizer Compounds and the Checkmate Compound for the Study (as defined below).

NOW, THEREFORE, in consideration of the premises and of the following mutual promises, covenants and conditions, the Parties, intending to be legally bound, mutually agree as follows:

1. Definitions.

For all purposes of this Agreement, the capitalized terms defined in this Article 1 and throughout this Agreement shall have the meanings herein specified.

1.1 "**Affiliate**" means, with respect to a Party, a firm, corporation or other entity which directly or indirectly owns or controls said Party, or is owned or controlled by said Party, or is

under common ownership or control with said Party. The word "**control**" means (i) the direct or indirect ownership of fifty percent (50%) or more of the outstanding voting securities of a legal entity, or (ii) possession, directly or indirectly, of the power to direct the management or policies of a legal entity, whether through the ownership of voting securities, contract rights, voting rights, corporate governance or otherwise.

1.2 "**Agreement**" means this agreement, as amended by the Parties from time to time, and as set forth in the preamble.

1.3 "**Alliance**" has the meaning set forth in the preamble.

1.4 "**Alliance Class Compound**" means any small or large molecule that inhibits PD-1 or PD-L1 activity, including the Alliance Compound and any other anti-PD-L1 (programmed death-ligand 1) mono-clonal antibody and any other antibody that blocks binding of PD-L1 to PD-1, and any formulations thereof.

1.5 "**Alliance Compound**" means the antibody known as MSB0010718C referred to by the Alliance as "avelumab".

1.6 "**Alliance Compound Inventions**" has the meaning set forth in Section 10.3.

1.7 "**Alliance Liability**" has the meaning set forth in Section 14.2.2.

1.8 "**Alliance Manager**" has the meaning set forth in Section 3.7.

1.9 "**Applicable Law**" means all international, federal, state, local, national and regional statutes, laws, rules, regulations and directives applicable to a particular activity hereunder, including performance of clinical trials, medical treatment and the processing and protection of personal and medical data, that may be in effect from time to time, including those promulgated by the United States Food and Drug Administration ("**FDA**"), state and national regulatory authorities, the European Medicines Agency ("**EMA**") and any successor agency to the FDA or EMA or any agency or authority performing some or all of the functions of the FDA or EMA in any jurisdiction outside the United States or the European Union (each a "**Regulatory Authority**" and collectively, "**Regulatory Authorities**"), and including without limitation cGMP and GCP (each as defined below); all data protection requirements such as those specified in the EU General Data Protection Regulation and the regulations issued under the United States Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"); export control and economic sanctions regulations which prohibit the shipment of United States-origin products and technology to certain restricted countries, entities and individuals; anti-bribery and anti-corruption laws pertaining to interactions with government agents, officials and representatives; laws and regulations governing payments to healthcare providers; and any United States or other country's or jurisdiction's successor or replacement statutes, laws, rules, regulations and directives relating to the foregoing.

1.10 "**Business Day(s)**" means any day other than a Saturday, Sunday or any public holiday in the country where the applicable obligations are to be performed.

1.11 “**Calendar Quarter**” means a three-month period beginning on January, April, July or October 1st.

1.12 “**Calendar Year**” means a one-year period beginning on January 1st and ending on December 31st.

1.13 “**cGMP**” means the current Good Manufacturing Practices officially published and interpreted by EMA, FDA and other applicable Regulatory Authorities that may be in effect from time to time and are applicable to the Manufacture of the Compounds.

1.14 “**Change of Control**” means, with respect to a Party, a transaction with a Third Party(ies) involving (a) the acquisition, merger or consolidation, directly or indirectly, of such Party, and, immediately following the consummation of such transaction, the shareholders of such Party immediately prior thereto hold, directly or indirectly, as applicable, shares of capital stock of the surviving company representing less than fifty percent (50%) of the outstanding shares of such surviving or continuing company, (b) the sale of all or substantially all of the assets or business of such Party, or (c) a person, or group of persons acting in concert, acquire more than fifty percent (50%) of the voting equity securities or management control of such Party.

1.15 “**Checkmate**” has the meaning set forth in the preamble.

1.16 “**Checkmate Class Compound**” means a TLR-9-agonist which stimulates anti-tumor CTLs including the Checkmate Compound and any formulations thereof.

1.17 “**Checkmate Compound**” means CMP-001.

1.18 “**Checkmate Compound Inventions**” has the meaning set forth in Section 10.1.5.

1.19 “**Checkmate Liability**” has the meaning set forth in Section 14.2.

1.20 “Claims” has the meaning set forth in Section 14.2.

1.21 “**Clinical Data**” means all data (including raw data) and results generated under the Study, including any analysis thereof; excluding, however, Sample Testing Results.

1.22 “**Clinical Quality Agreement**” means that certain clinical quality assurance agreement being entered into by the Parties in conjunction herewith prior to the start of the Study.

1.23 “**CMC**” means Chemistry Manufacturing and Controls.

1.24 “**Class Combination**” means the Alliance Class Compound, the Checkmate Class Compound, or the Pfizer Class Compound in pairwise combination or a combination of all three combined, as applicable, whether in a single composition or separate compositions, including the use or method of using the Alliance Class Compound and the Checkmate Class Compound and the Pfizer Class Compound in concomitant or sequential administration.

1.25 “**Class Compound**” means either the Alliance Class Compound or the Checkmate Class Compound, or the Pfizer Class Compound, as applicable.

1.26 "**Compounds**" means the Alliance Compound and the Checkmate Compound and the Pfizer Compounds. A "**Compound**" means either the Alliance Compound or the Checkmate Compound or the Pfizer Compounds, as applicable.

1.27 "**Compound Combination**" means (a) the Alliance Compound, (b) a Pfizer Compound and (c) the Checkmate Compound in pairwise combination, or a combination of all three combined, as applicable, whether in a single composition or separate compositions, including the use or method of using or method of treatment using (a) the Alliance Compound, (b) the Pfizer Compound, and (c) the Checkmate Compound in concomitant or sequential administration.

1.28 "**Confidential Information**" means any information, Know-How or other proprietary information or materials furnished to one Party by the other Party pursuant to this Agreement, except to the extent that such information or materials: (a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the other Party, as demonstrated by competent evidence; (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party; (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement; (d) was disclosed to the receiving Party by a Third Party who had no obligation to the disclosing Party not to disclose such information to others; or (e) was subsequently developed by the receiving Party without use of the Confidential Information, as demonstrated by competent evidence.

1.29 "**Continuing Party**" has the meaning set forth in Section 10.1.1.

1.30 "**CTA**" means an application to a Regulatory Authority for purposes of requesting the ability to start or continue a clinical trial, which CTA may consist of, or include, an IND or IMPD, as applicable.

1.31 "**Data Sharing and Sample Testing Schedule**" means the schedule describing each Party's data sharing and sample testing obligations which shall be finalized in writing by mutual agreement of the Parties and prior to the enrollment of the first patient in the Study.

1.32 "**Defending Party**" has the meaning set forth in Section 14.2.2.

1.33 "**Delivery**" has the meaning set forth in Section 8.3 with respect to the Alliance Compound and in Section 8.3.1 with respect to the Checkmate Compound.

1.34 "**Direct Manufacturing Cost**" shall include the sum of manufacturing fees; raw materials; direct labor; quality, release and in-process control costs; charges for reasonable spoilage, scrap or rework costs; freight and duty, and factory overhead costs that can be directly attributed to such Compound, including but not limited to equipment maintenance and repair, supplies, ongoing stability program costs, other plant services, indirect labor and depreciation on direct capital assets.

1.35 "**Disposition Package**" has the meaning set forth in Section 8.7.

1.36 "**Dispute**" has the meaning set forth in Section 21.

1.37 "**Effective Date**" has the meaning set forth in the preamble.

1.38 "**Exclusivity Period**" has the meaning set forth in Section 3.8.

1.39 "**EMA**" has the meaning set forth in the definition of Applicable Law.

1.40 "**FDA**" has the meaning set forth in the definition of Applicable Law.

1.41 "**First Press Release**" has the meaning set forth in Section 12.

1.42 "**Force Majeure**" has the meaning set forth in Section 0.

1.43 "**GCP**" means the Good Clinical Practices officially published by EMA, FDA and the International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH) that may be in effect from time to time and are applicable to the testing of the Compounds.

1.44 "**GDP**" means the Good Distribution Practices officially published and interpreted by EMA, FDA and other applicable Regulatory Authorities that may be in effect from time to time and are applicable to the Distribution of the Compounds.

1.45 "**Government Official**" means: (a) any officer or employee of a government or any department, agency or instrument of a government; (b) any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (c) any officer or employee of a company or business owned in whole or part by a government; (d) any officer or employee of a public international organization such as the World Bank or United Nations; (e) any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (f) any candidate for political office; who, when such Government Official is acting in an official capacity, or in an official decision-making role, has responsibility for performing regulatory inspections, government authorizations or licenses, or otherwise has the capacity to make decisions with the potential to affect the business of either of the Parties.

1.46 "**HIPAA**" has the meaning set forth in the definition of Applicable Law.

1.47 "**IMPD**" means an Investigational Medicinal Product Dossier which includes all data required by Regulatory Authorities in the European Union for the performance of clinical trials in one or more European Union member states.

1.48 "**IND**" means the Investigational New Drug Application filed or to be filed with the FDA as described in Title 21 of the U.S. Code of Federal Regulations, Part 312, and the equivalent application in the jurisdictions outside the United States.

1.49 "**Indication**" means squamous cell carcinoma of the head and neck.

1.50 "**Indirect Manufacturing Costs**" shall include allocations of indirect factory overhead and site support costs, including but not limited to utilities, quality, planning, engineering, maintenance, safety, site science and technology, and depreciation on indirect capital

assets, procurement, warehousing, and corporate services; shipping costs; all costs incurred by a Party in connection with audits conducted pursuant to the Clinical Quality Agreements; any non-refundable or non-creditable indirect taxes, customs and excise duties, or similar taxes paid or payable by any Third Party or Affiliate in relation to the Manufacture of any portion of such Compound. Allocations shall be based on such Compound's utilization relative to a manufacturing site's total activity.

1.51 "**Intellectual Property Rights**" or "**IP Rights**" means any provisional patent application, pending patent application whether or not patentable, granted or allowed patent, divisional patent application, continuation, reissue, utility model, design, trademark and Know-How as defined in Section 1.58, as well as any equivalent of said rights in any jurisdiction.

1.52 "**Inventions**" means all inventions and discoveries which are made or conceived in the design or performance of the Study and/or which are made or conceived by a Party through use of the Clinical Data and/or Sample Testing Results.

1.53 "**Joint Combination Study Committee**" or "**JCSC**" has the meaning set forth in Section 3.7.

1.54 "**Joint IP**" means Jointly Owned Inventions, Joint Patent Applications and Joint Patents.

1.55 "**Jointly Owned Invention**" has the meaning set forth in Section 10.1.

1.56 "**Joint Patent Application**" has the meaning set forth in Section 10.1.1.

1.57 "**Joint Patent**" means a patent that issues from a Joint Patent Application.

1.58 "**Know-How**" means any proprietary invention, innovation, improvement, development, discovery, computer program, device, trade secret, method, know-how, process, technique or the like, including manufacturing, use, process, structural, operational and other data and information, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained and whether or not patentable or copyrightable, that is not generally known or otherwise in the public domain.

1.59 "**Liability**" (including "Checkmate Liability", "Alliance Liability" and "Pfizer Liability") has the meaning set forth in Section 14.2.

1.60 "**Lead Prosecuting Party**" has the meaning set forth in Section 10.1.2.

1.61 "**Manufacture**," "**Manufactured**," or "**Manufacturing**" means all stages of the manufacture of a Compound, including planning, purchasing, manufacture, processing, compounding, storage, filling, packaging, waste disposal, labeling, leafleting, testing, quality assurance, sample retention, stability testing, release, dispatch and supply, as applicable.

1.62 "**Manufacturer's Release**" shall mean that a manufacturer, represented by its qualified person, after careful testing, draws up a certificate of analysis (CoA) and certificate of compliance (BC) that provides information on the manufacture, testing, packaging and labeling in

accordance with the requirements of the principles and guidelines of EC Good Manufacturing Practice or the good manufacturing practice of a third country recognized as equivalent under a mutual recognition agreement and any other relevant legal requirement and in the event that a defect needs to be investigated, ensures that the Qualified Person who certified the batch and the relevant records are readily identifiable.

1.63 "**Manufacturing Cost**" shall mean the Direct Manufacturing Costs and the Indirect Manufacturing Costs on a per vial basis.

1.64 "**Manufacturing Quality Agreement(s)**" means all quality assurance agreements being entered into by the Parties in conjunction herewith prior to the shipment of the Merck Compound, covering all quality assurance agreements being entered into by the Parties in conjunction with manufacturing needs of the Compounds.

1.65 "**Manufacturing Site**" means the facilities where a Compound is Manufactured by or on behalf of a Party, as such Manufacturing Site may change from time to time in accordance with Section 8.6 (Changes to Manufacturing).

1.66 "**Merck**" has the meaning set forth in the preamble.

1.67 "**Non-Conformance**" means, with respect to a given unit of Compound, an event that deviates from an approved cGMP requirement with respect to the applicable Compound, such as a procedure, Specification, or operating parameter (including shelf life as specified in Section 8.2 and the applicable Specifications), or that requires an investigation to assess impact to the quality of the applicable Compound. Classification of the Non-Conformance is detailed in the Quality Agreements.

1.68 "**Non-Conformance Event**" has the meaning set forth in Section 8.7.2.2.

1.69 "**Other Party**" has the meaning set forth in Section 14.2.4.

1.70 "**Opting-out Party**" has the meaning set forth in Section 10.1.2.

1.71 "**Party**" has the meaning set forth in the preamble.

1.72 "**Payer**" has the meaning set forth in Section 8.17.

1.73 "**Payee**" has the meaning set forth in Section 8.17.

1.74 "**Payments**" has the meaning set forth in Section 8.17.

1.75 "**Permitted Use**" means (i) seeking Regulatory Approval for the use of its respective Compound in the Compound Combination; (ii) filing and prosecuting patent applications for Jointly Owned Inventions and enforcing any resulting patents in accordance with Article 10 (iii) conducting the Study, (iv) complying with requirements of Applicable Law, including applicable pharmacovigilance and safety reporting obligations or (v) exercising its rights and performing its obligations under this Agreement.

1.76 “**Pfizer**” has the meaning set forth in the preamble.

1.77 “**Pfizer Class Compound**” means any small or large molecule that is an OX- 40 agonist or a 4-1BB agonist, including any anti OX-40 agonist or 4-1BB agonist monoclonal antibody and any other anti OX-40 or 4-1BB agonist antibody.

1.78 “**Pfizer Compound**” means PF-04518600, an anti OX-40 agonist monoclonal antibody or PF-05082566, also known as utomilumab, an anti-4-1BB agonist monoclonal antibody.

1.79 “**Pfizer Compound Inventions**” has the meaning set forth in Section 10.4.

1.80 “**Pfizer Liability**” has the meaning set forth in Section 14.2.1.

1.81 “**Protocol**” means the written documentation that describes the Study as a sub-study within the Javelin Medley Clinical Protocol and sets forth specific activities to be performed as part of the Study conduct, a summary of which is attached hereto as Appendix A.

1.82 “**Quality Agreements**” means the Manufacturing Quality Agreement(s) and the Clinical Quality Agreement(s).

1.83 “**Regulatory Approvals**” means any and all permissions (other than the Manufacturing approvals) required to be obtained from Regulatory Authorities and any other competent authority for the development, registration, marketing, importation and distribution of a Compound Combination in the United States, Europe or other applicable jurisdictions for use in humans.

1.84 “**Regulatory Authorities**” has the meaning set forth in the definition of Applicable Law.

1.85 “**Related Agreements**” means the Safety Data Exchange Agreement and the Quality Agreements.

1.86 “**Replacement Threshold**” has the meaning set forth in Section 8.7.2.3.

1.87 “**Safety Data Exchange Agreement**” means that certain pharmacovigilance agreement regarding the Compounds that shall be entered into by the Parties prior to the enrollment of the first patient in the Study.

1.88 “**Samples**” means urine, blood and tissue samples from patients participating in the Study.

1.89 “Sample Testing” means the analyses to be performed by each Party using the applicable Samples, as described in the Data Sharing and Sample Testing Schedule.

1.90 “**Sample Testing Results**” means those data and/or results arising from the Sample Testing which are to be shared between the Alliance and Checkmate, as set forth in the Data Sharing and Sample Testing Schedule.

1.91 "**Specifications**" means, with respect to a given Compound, the set of requirements for such Compound as set forth in the Quality Agreements.

1.92 "**Study**" means clinical studies, performed in accordance with the Protocol, as further described in Appendix A.

1.93 "**Study Completion**" has the meaning set forth in Section 3.5.

1.94 "**Study Results**" means the results generated under the Study.

1.95 "**Subcontractors**" has the meaning set forth in Section 2.2.

1.96 "**Team Leader**" has the meaning set forth in Section 3.7.

1.97 "**Term**" has the meaning set forth in Section 6.1.

1.98 "**Territory**" means anywhere in the world.+

1.99 "**Third Party**" means any person or entity other than Checkmate, Pfizer, Merck, or their respective Affiliates.

2. Scope of the Agreement.

2.1 Each Party shall contribute to the Study such resources as are necessary to fulfill its obligations set forth in this Agreement.

2.2 Each Party agrees to act in good faith in performing its obligations under this Agreement and each Related Agreement, and shall notify the other Party as promptly as possible in the event of any Manufacturing delay that is likely to adversely affect supply of its Compound as contemplated by this Agreement.

2.3 Each Party shall have the right to subcontract any portion of its obligations hereunder to Third Party subcontractors ("**Subcontractors**"). Each Party shall remain solely and fully liable for the performance of its Subcontractors. Each Party shall ensure that each of its Subcontractors performs its obligations pursuant to the terms of this Agreement, including the Appendices attached hereto. To the extent that a Party has an obligation under this Agreement to perform an action or to meet a standard, and such Party subcontracts such obligation, such Party shall be responsible for any failure by such Party's Subcontractor to perform the action or meet the standard. Each Party shall use reasonable efforts to obtain and maintain copies of documents relating to the obligations performed by such Subcontractors that are held by or under the control of such Subcontractors and that are required to be provided to the other Party under this Agreement.

2.4 This Agreement does not create any obligation on the part of the Alliance to provide the Alliance Compound for any activities other than the Study, nor does it create any obligation on the part of Checkmate to provide the Checkmate Compound for any activities other than the Study, nor does it create any obligation on the part of Pfizer to provide the Pfizer Compound for any activities other than the Study.

2.5 Subject to Section 3.8 below, nothing in this Agreement shall (i) prohibit any Party from performing clinical studies other than the Study relating to its own Compound, either individually or in combination with any other compound or product, in any therapeutic area, or (ii) create an exclusive relationship between the Parties with respect to any Compound.

3. Conduct of the Study.

3.1 Notwithstanding anything to the contrary herein, Pfizer shall act as the sponsor of the Study and shall own and hold the IND and/or CTA, as applicable, for the Study; provided, however, that in no event shall Pfizer file a separate IND or CTA for the Study unless required by Regulatory Authorities to do so. If a Regulatory Authority requests a separate IND or CTA for the Study, the JCSC will promptly meet and mutually agree on an approach to address such requirement. In the event that the JCSC cannot agree on an approach to address such requirement the matter is elevated in accordance with Section 3.7 for resolution.

3.2 Pfizer shall ensure that the Study is performed in accordance with this Agreement, the Protocol, the informed consent and all Applicable Law, including GCP. After the completion of each arm in the Study Protocol, the Parties will jointly determine whether to commence a new arm as outlined in the Protocol. The Parties agree that if they jointly determine to commence the F3 arm in the Protocol that this Agreement will need to be amended to include the additional Pfizer Compound and update the budget.

3.3 Pfizer shall ensure that all directions from any Regulatory Authority and/or ethics committee with jurisdiction over the Study are followed. The Alliance and Checkmate each shall fully cooperate with Pfizer to comply with such directions, including the Alliance with respect to supply of the Alliance Compound. Pfizer shall participate in and lead all discussions with any Regulatory Authority regarding the Study, provided, however, that to the extent practicable *(e.g.* ad hoc conversations with Regulatory Authorities requiring an immediate response will be excluded) and if not prohibited by such Regulatory Authority, Checkmate shall have the right (but no obligation) to participate in any discussions with a Regulatory Authority regarding matters related to the Checkmate Compound; provided further that the Parties acknowledge and agree that such right does not apply to discussions regarding general Study matters that are not related to the Checkmate Compound. Each Party grants to the other Party a non-exclusive, non-transferable (except in connection with a permitted assignment, sublicense or subcontract) “right of reference” (as defined in US FDA 21 CFR 314.3(b)), or similar “right of reference” as defined in applicable regulations in the relevant part of the Territory (only if possible, i.e., a CTA for the respective Compound was already submitted to the local Health Authorities), with respect to Study Results and results related to Compounds, solely as necessary for the other Party to prepare, submit and maintain regulatory submissions of the Study related to the other Party’s Compound and Regulatory Approvals. In all other cases, where a “right of reference” is not possible, the parties will promptly discuss in good faith on how to provide the required documentation for CTA of the Study. Further, each Party shall provide to the other a cross-reference letter or similar communication to the applicable Regulatory Authority to effectuate such right of reference on a need-to-know basis with respect to the confidential part of the Drug Master Files of both Parties. Notwithstanding anything to the contrary in this Agreement, no Party shall have any right to access the other Party’s CMC data with respect to its Compound.

3.4 Pfizer shall maintain reports and all related documentation with respect to the Study in good scientific manner and in compliance with Applicable Law. Each Party shall provide to the other Parties all Study information and documentation (excluding information and documentation relating to the Sample Testing other than the Sample Testing Results themselves) reasonably requested by any such other Party to enable it to (i) comply with any of its legal and regulatory obligations, or any request by any Regulatory Authority, in each case, to the extent related to the Study or such Party's Compound, (ii) conduct the Sample Testing, (iii) satisfy any contractual obligation to a Subcontractor engaged pursuant to Section 2.3 hereof, and (iv) in the case of the Alliance or Checkmate, determine whether the Study has been performed by Pfizer in accordance with this Agreement.

3.5 Upon request of the Alliance or Checkmate, Pfizer shall provide to the requesting Party copies of all Clinical Data to the extent generated by such Party, in an agreed electronic form or other mutually agreeable alternate form, and on the timelines specified in the Data Sharing and Sample Testing Schedule (if applicable) or upon mutually agreeable timelines; provided, however, that Clinical Data shall be provided to each of the Alliance or Checkmate in written format no more frequently than once every 3 months or as otherwise mutually agreed by the Parties. Checkmate and Pfizer shall orally exchange on a monthly basis data and information (for example, enrollment numbers, dropouts, safety/tolerability findings, translational data, efficacy, other relevant clinical information) related to the Study and to on-going studies being conducted by Checkmate, as applicable. A complete copy of the Clinical Data shall be provided to the Alliance and Checkmate no later than thirty (30) days following completion of the final Study report. "**Study Completion**" shall be deemed to occur upon either (a) the lock of the Study database or (b) if the Parties jointly determine, upon the completion of an arm in the Study Protocol, not to commence and enroll patients in a new arm as outlined in the Protocol. Pfizer shall use commercially reasonable efforts to ensure that all patient authorizations and consents required under HIPAA, the EU General Data Protection Regulation or subsequent revised versions thereof or any other similar Applicable Law in connection with the Study permit such sharing of Clinical Data with Checkmate and the Alliance.

3.6 Pfizer shall provide Samples to the Alliance and Checkmate as specified in the Protocol or as agreed to by the JCSC; provided that the patients consented to such provision or provided that the Samples are anonymized according to applicable data privacy laws including the EU General Data Protection Regulation. Each Party shall use the Samples only for the Sample Testing and each Party shall be responsible for conducting the Sample Testing as set forth on the Data Sharing and Sampling Testing Schedule, including all expenses related thereto. The Alliance shall own all Sample Testing Results arising from the Sample Testing conducted by or on behalf of the Alliance except that (i) Sample Testing Results pertaining to the Class Combination shall be jointly owned by the Parties, (ii) Sample Testing Results pertaining solely to Pfizer's Compound shall be owned solely by Pfizer and (iii) Sample Testing Results pertaining solely to Checkmate's Compound shall be owned solely by Checkmate. Checkmate shall own all Sample Testing Results arising from the Sample Testing conducted by or on behalf of the Checkmate except that (i) Sample Testing Results pertaining to the Class Combination shall be jointly owned by the Parties, (ii) Sample Testing Results pertaining solely to Pfizer's Compound shall be owned solely by Pfizer and (iii) Sample Testing Results pertaining solely to the Alliance Compound shall be owned solely by the Alliance. Pfizer shall own all Sample Testing Results arising from the Sample Testing conducted by or on behalf of the Pfizer except that (i) Sample Testing Results pertaining to the

Class Combination shall be jointly owned by the Parties, (ii) Sample Testing Results pertaining solely to Checkmate's Compound shall be owned solely by Checkmate and (iii) Sample Testing Results pertaining solely to the Alliance Compound shall be owned solely by the Alliance. Each Party shall provide to the other Parties the Sample Testing Results for the Sample Testing conducted by or on behalf of such Party, in electronic form or other mutually agreeable alternate form, and on the timelines specified in the Data Sharing and Sample Testing Schedule or other mutually agreed timelines. Likewise, Checkmate shall own all Sample Testing Results arising from the Sample Testing conducted by or on behalf of Checkmate except that (i) Sample Testing Results pertaining to the Class Combination shall be jointly owned by the Parties and (ii) Sample Testing Results pertaining solely to Alliance's Compound shall be owned solely by the Alliance. If applicable, Checkmate shall provide to the Alliance the Sample Testing Results for the Sample Testing conducted by or on behalf of Checkmate, in electronic form or other mutually agreeable alternate form, and on the timelines specified in the Data Sharing and Sample Testing Schedule or other mutually agreed timelines. Except to the extent otherwise agreed in writing signed by authorized representatives of each Party, prior to publication or other public disclosure permitted under this Agreement, each Party shall use or disclose the other Party's Sample Testing Results only for the purposes of the Permitted Use. All Clinical Data and Sample Testing Results pertaining to the Class Combination that are generated under this Agreement shall be jointly owned by Checkmate, Pfizer and the Alliance with each of Checkmate, Pfizer and the Alliance having an undivided one-third ownership interest therein. It is understood and acknowledged by the Parties that the Parties shall have the right to use Clinical Data from the Study report to obtain the original label or label changes for their respective Compounds. In such event, the Parties will enter into good faith negotiations to determine a regulatory submission strategy for the Compounds, and cost sharing of the next part of the Study and/or future study(ies) that may be needed for regulatory submission for the Compounds. Prior to the publication of a particular item of Clinical Data and/or Sample Testing Results pursuant to Section 12 or other public disclosure permitted under this Agreement or as otherwise agreed by the Parties, neither Party shall use or disclose such item of Clinical Data and/or Sample Testing Results other than for the Permitted Use, except to the extent otherwise agreed in writing signed by authorized representatives of each Party. Checkmate may use or disclose such item of Clinical Data and/or Sample Testing Results (a) to a third party engaged in merger and acquisition negotiations with Checkmate that has provided a term sheet to Checkmate in connection with such negotiation, (b) to potential investors of at least 10% of the financing round in a Checkmate financing round or (c) to any third party if the Alliance has declined to enter into a new collaboration, a broader collaboration or a new clinical trial with Checkmate after completion of the Study, provided that the recipients of such data and information are bound to maintain the confidentiality of such data and information by written obligations of confidentiality and non-use at least as restrictive as the obligations contained herein.

3.7 Joint Combination Study Committee. The Parties shall form a joint development team (the "**Joint Combination Study Committee**" or "**JCSC**"), made up of an equal number of representatives of the Merck, Pfizer and Checkmate, which shall have the following responsibility for coordinating all activities under, and pursuant to, this Agreement:

3.7.1 Reviewing and approving the Study Protocol and changes thereto for the Compounds in accordance with Section 4 of this Agreement;

3.7.2 Discussing and overseeing regulatory related activities to ensure regulatory compliance and timely management of responses to any regulatory authority queries during regulatory review processes;

3.7.3 Approving publication strategies for Clinical Data and Sample Testing Results arising out of the Study in accordance with Section 12 of this Agreement;

3.7.4 Facilitating the exchange of information in compliance with this Agreement in order to ensure that significant issues concerning adverse event information and safety issues are addressed consistently and in a timely manner;

3.7.5 Reviewing the background of delays in the recruitment of patients and deciding on mitigation measures;

3.7.6 Reviewing and approving all Study reports in accordance with Sections 3.8 and 12 of this Agreement.

3.8 The Alliance, Pfizer and Checkmate shall each designate a Team Leader (the "**Team Leader**") who shall be responsible for implementing and coordinating activities, and facilitating the exchange of scientific information between the Parties with respect to the Study. The JCSC is chaired by one of the Team Leaders. The JCSC chair is rotating in the following order: 2018 Checkmate, 2019 the Alliance, 2020 Pfizer. Other JCSC members will be chosen by each Party for itself with an equal number of representatives (such number to be agreed by all of the Parties) of the Alliance, Pfizer and Checkmate. The JCSC shall meet as soon as practicable after the Effective Date and then no less than twice yearly, and more often as reasonably considered necessary at the request of either Party, to provide an update on Study progress. Each Party shall be responsible for its expenses, including travel costs incurred for attending the JCSC. The JCSC may meet in person or by means of teleconference, Internet conference, videoconference or other similar communications equipment. In the event the JCSC agrees to meet in person, the geographical location of such meeting shall be decided by each of the Parties at its own discretion rotating in the following order: 1st Checkmate, 2nd the Alliance, 3rd Pfizer and then back to Checkmate and the rotating order above-described. One week prior to any such meeting, the Pfizer Team Leader shall provide an update in writing to the Team Leader, which update shall contain information about overall Study progress, recruitment status, interim analysis (if results are available), final analysis and other information relevant to the conduct of the Study. The Alliance, Pfizer and Checkmate will each appoint a compliance representative who will be an ad-hoc member of the JCSC and who will sign-off on all JCSC meeting minutes.

3.9 Immediately after the Effective Date, the Alliance, Pfizer and Checkmate shall each appoint a person, who possesses a general understanding of this Agreement and of matters relating to the development of the respective Compounds, to act as alliance manager (each an "**Alliance Manager**"), who shall oversee interactions between the Parties between meetings of the JCSC. The role of Alliance Manager is to act as a key point of contact between the Parties to facilitate a successful collaboration hereunder and resolution of deadlocks or disputes that may arise hereunder. The Alliance Managers shall attend all JCSC meetings on an agenda driven basis and may bring to the attention to the JCSC any matters or issues either of them reasonably believes should be discussed, and shall have such other responsibilities as the Parties may mutually agree in writing. Each Party may in its sole discretion replace its Alliance Manager at any time by notice in writing to the other Party.

3.10 In the event that an issue arises and the Alliance Managers cannot or do not, after good-faith efforts, reach agreement on such issue, the issue shall be elevated to the Senior Vice President of External Innovation of Merck KGaA, Darmstadt, Germany (or delegate), the President, Oncology of Pfizer (or delegate) and the Chief Executive Officer for Checkmate (or delegate).

3.11 Within one hundred and twenty (120) days of Study Completion, Pfizer shall provide the Alliance and Checkmate with an electronic draft of the clinical Study report for the Alliance and Checkmate to each to provide comments to Pfizer. Pfizer shall consider in good faith any comments provided by the Alliance and Checkmate on the draft of the clinical Study report, provided that such comments are received by Pfizer within thirty (30) days after the Alliance's and Checkmate's respective receipt of such draft clinical Study report. Pfizer shall provide the Alliance and Checkmate with the final version of the clinical Study report promptly following such review and comment period of the draft clinical Study report by the Alliance and Checkmate.

3.12 Each Party acknowledges and agrees that the other Parties may have present or future business activities or opportunities, including business activities or opportunities with Third Parties, involving the Alliance Compound, in the case of the Alliance, the Pfizer Compound in the case of Pfizer or the Checkmate Compound, in the case of Checkmate, or other similar products, programs, technologies or processes. Accordingly, but subject to Section 3.8, each Party acknowledges and agrees that nothing in this Agreement shall be construed as a representation or inference that the each other Party will not develop for itself, or enter into business relationships with Third Parties regarding, any products, programs, studies (including combination studies), technologies or processes that are similar to or that may compete with the Class Combination or any other product, program, technology or process, provided that any unpublished Clinical Data, Sample Testing Results, Jointly Owned Inventions, and Confidential Information of the other Parties is not used or disclosed in connection therewith in violation of Sections 3.5, 3.6, 9.1 or 10 (as applicable) of this Agreement.

3.13 Nothing in this Agreement shall prohibit or restrict a Party from licensing, assigning or otherwise transferring to an Affiliate or Third Party its Compound and the related Clinical Data, Confidential Information, Sample Testing Results or Joint IP and the rights associated thereto; provided, however, that the licensee, assignee or transferee may only use such Clinical Data, Confidential Information, Sample Testing Results or Joint IP for the Permitted Use and, with respect to Joint IP, the other uses permitted under Section 10, and such Party shall be responsible for compliance by the licensee, assignee or transferee with the applicable terms and conditions of this Agreement.

4. Protocol and Related Documents.

4.1 A synopsis of the initial Protocol, entitled a combination of CMP-001 with avelumab and/or Pfizer compounds, has been agreed to by the Parties as of the Effective Date, and is attached as Appendix A (the "**Protocol Summary**"). Pfizer as sponsor shall finalize the contents of such Protocol consistent with the Synopsis. Any material deviations of such Protocol from the

Synopsis that Pfizer as Study sponsor may determine are advisable shall require prior written approval of all Parties which approval shall not be unreasonably withheld or delayed. Pfizer shall send in writing its proposed final Protocol to the Alliance's Alliance Manager for the Alliance's review and comment and to Checkmate's Alliance Manager for Checkmate's review and comment. The Parties shall agree to a final Protocol within thirty (30) days from the date such proposed final Protocol is disclosed to the Alliance's Alliance Manager and to Checkmate's Alliance Manager, failing which the Protocol approval shall be elevated in accordance with Section 3.8 for final resolution.

4.2 After finalization of the Protocol, any proposed amendments to the Protocol will be sent in writing to the Alliance's Alliance Manager and to Checkmate's Alliance Manager and require prior written approval of all Parties which shall not be unreasonably withheld or delayed. In the event that the Parties cannot agree in writing on amendments to the Protocol within fifteen (15) days from the date such proposed the matter is elevated to the Alliance Managers in accordance with Section 3.8 for final resolution.

4.3 In the event that the Alliance Managers cannot reach agreement on changes or amendments to the Protocol solely related to the dosing of the Alliance Compound, the Checkmate Compound or the Pfizer Compound after elevating the matter in accordance with Section 3.8, the Alliance, Checkmate or Pfizer, as the case may be, shall have the final decision on such Protocol amendments.

4.4 Pfizer shall prepare the patient informed consent forms for the Study (which shall include any required consent for the Sample Testing and sharing of patient data with the Alliance and Checkmate) in consultation with the Alliance and Checkmate (it being understood and agreed that the portion of the informed consent form relating to the Alliance Compound will be provided to Pfizer by the Alliance and that the portion of the informed consent form relating to the Checkmate Compound will be provided to Pfizer by Checkmate). Any changes to such form that relate to the Sample Testing, the Checkmate Compound or the Alliance Compound or the sharing of data shall be subject respectively to Checkmate's and the Alliance's review and prior written consent. Any such proposed changes will be sent in writing to the Alliance's Project Manager and Checkmate's Alliance Manager.

5. Adverse Event Reporting.

Pfizer will be solely responsible for compliance with all Applicable Law pertaining to safety reporting for the Study and related activities. The Parties shall execute the Safety Data Exchange Agreement prior to initiating any clinical activities implicating pharmacovigilance responsibilities to ensure the exchange of relevant safety data within appropriate timeframes and in an appropriate format to enable the Parties to fulfill local and international regulatory reporting obligations and to facilitate appropriate safety reviews. Serious Adverse Event (SAE) and adverse event reports and other information arising from any aspect of the Study where a patient has been exposed to the Alliance Compound or the Checkmate Compound will be exchanged in accordance with the Safety Data Exchange Agreement.

6. Term and Termination.

6.1 The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until completion of all of the obligations of the Parties hereunder or until terminated by a Party pursuant to this Article 6 (the "**Term**").

6.2 In the event that the Alliance or Checkmate reasonably and in good faith believes that the Alliance Compound or Checkmate Compound, as applicable, is being used in the Study in an unsafe manner or reasonably believes that there is imminent danger to patients and notifies Pfizer in writing of the grounds for such belief, and Pfizer fails to promptly incorporate (subject to approval by applicable Regulatory Authorities or Institutional Review Boards) changes into the Protocol reasonably and in good faith requested by the Alliance or Checkmate, as applicable, to address such issue or to otherwise reasonably and in good faith address such issue, the Alliance or Checkmate, as applicable, may terminate this Agreement and the supply of the Alliance Compound or Checkmate Compound, as applicable, effective upon written notice to Pfizer.

Subject to Section 6.10, a Party may terminate this Agreement if another Party commits a material breach of this Agreement, and such material breach continues for thirty (30) days after receipt of written notice thereof from the non-breaching Party; provided that if such material breach is capable of cure and cannot reasonably be cured within thirty (30) days, the breaching Party shall be given a reasonable period of time to cure such breach.

6.3 If a Party reasonably determines in good faith, based on a review of the Clinical Data, Sample Testing Results and/or other Study-related Know-How or other information, that the Study may unreasonably affect patient safety, such Party shall promptly notify the other Party of such determination. The Party receiving such notice may propose modifications to the Protocol to address the safety issue identified by the other Party and, if the notifying Party agrees, shall act to immediately implement such modifications; provided, however, that if the notifying Party, in its sole discretion, reasonably believes that there is imminent danger to patients, such Party needs not wait for the other Party to propose modifications and may instead terminate this Agreement immediately upon written notice to such other Party. Furthermore, if the notifying Party, in its sole discretion, reasonably believes that any modifications proposed by the other Party will not resolve the patient safety issue, such Party may terminate this Agreement effective upon written notice to such other Party.

6.4 Subject to Section 6.11, any Party may terminate this Agreement immediately upon written notice to the other Parties in the event that any Regulatory Authority takes any action, or raises any objection, that prevents the terminating Party from supplying its Compound for purposes of the Study. Additionally, any Party shall have the right to terminate this Agreement immediately upon written notice to the other Parties in the event that it determines in its sole discretion to discontinue development of its Compound, for safety, medical, scientific, legal, regulatory or other reasons.

6.5 In the event that this Agreement is terminated,

6.5.1 Pfizer shall, at Checkmate's sole discretion, and, solely if the Agreement is terminated for a Checkmate breach, at Checkmate's cost, promptly either return or destroy all

unused Checkmate Compound pursuant to Checkmate's instructions. If Checkmate requests that Pfizer destroys the unused Checkmate Compound, Pfizer shall provide written certification of such destruction.

6.5.2 Pfizer shall, at the Alliance's sole discretion, and, solely if the Agreement is terminated for an Alliance breach, at the Alliance's cost, promptly either return or destroy all unused Alliance Compound pursuant to the Alliance's instructions. If the Alliance requests that Pfizer destroy the unused Alliance Compound, Pfizer shall provide written certification of such destruction.

6.6 A Party shall be entitled to terminate this Agreement upon thirty (30) days advance written notice to the other Parties, if such other Parties fail to perform any of its obligations under Section 13.3 or breaches any representation or warranty contained in Section 13.3. The non-terminating Party shall have no claim against the terminating Party for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Section 6.5.2.

6.7 The provisions of this Section 6.7 and Sections 3.6 (other than the first, fourth and sixth sentences thereof), 3.7, 3.9, 6.7, 6.9, 6.10 13.2, 13.5.5, 13.6, 14.2 (Indemnification), 14.3 (Limitation of Liability), and Articles 1 (Definitions), 7 (Costs of Study), 9 (Confidentiality), 10 (Intellectual Property), 11 (Reprints; Rights of Cross-Reference), 12 (Press Releases and Publications), 15 (Use of Name), 19 (Invalid Provision), 20 (No Additional Obligations), 21 (Dispute Resolution and Jurisdiction), 22 (Notices), 23 (Relationship of the Parties) and 25 (Construction) shall survive the expiration or termination of this Agreement.

6.8 Termination of this Agreement shall be without prejudice to any claim or right of action of a Party against the other Parties for any prior breach of this Agreement.

6.9 Upon termination of this Agreement, each Party and its Affiliates shall promptly return to the other Party or destroy any Confidential Information of the other Party (other than Clinical Data, Sample Testing Results and Inventions) furnished to the receiving Party by the other Party, except that the receiving Party shall have the right to retain one copy solely for record-keeping purposes which shall remain subject to the confidentiality and nonuse provisions set forth herein. Pfizer shall also be responsible for all costs associated with the Termination of this Agreement.

6.10 Upon receipt by a Party of a termination notice of this Agreement, subject to the terms of this Article 6, Pfizer shall submit a wind-down plan to the Alliance and Checkmate, setting forth the tasks reasonably necessary or required in connection with the orderly termination of the Study and the proper plan for managing the patients enrolled in the Study, including any actions reasonably required to safely close out the Study, or required by Applicable Laws. If patient safety considerations require more time to safely close out the Study than the termination periods set forth herein, then the Parties agree that the Agreement shall be extended to the extent necessary to ensure patient safety, after which the Agreement shall terminate immediately in accordance with the terms of the applicable section in this Article 6.

7. Costs of Study; Recruitment.

7.1 The Parties agree that (i) the Alliance shall provide the Alliance Compound for use in the Study, as described in Article 8 below, [***] to either Pfizer or Checkmate; (i) Checkmate shall provide Checkmate Compound for use in the Study, as described in Article 8 below, at no cost to either Pfizer or the Alliance, (iii) Pfizer shall provide the Pfizer Compound for use in the Study, as described in Article 8 below, [***] to the Alliance or Checkmate. The Study costs will be shared equally by Checkmate and the Alliance, with Checkmate reimbursing [***] of all Study costs incurred on a Calendar Quarter basis, as set forth in this Article 7. An estimate of the total expected Study costs as of the Effective Date is attached hereto as Appendix C. Within thirty (30) days of the end of each Calendar Quarter following the first patient first dose in the Study, the Alliance shall provide Checkmate an invoice, in reasonable detail, setting forth the incurred Study costs, on the basis of the actual Study costs for such Calendar Quarter, including, for the first such invoice any Study costs incurred during, or prior to, such Calendar Quarter. Any changes to the agreed Study costs more than ten percent (10%) in excess of the amounts set forth on Appendix C shall be reviewed and approved in writing by both Parties prior to payment of any amounts outlined in this Section 7.1. Within forty-five (45) days following receipt of each such invoice by Checkmate, Checkmate shall reimburse the Alliance for [***] of the total Study costs incurred by the Alliance during such Calendar Quarter. Concurrently with each such Calendar Quarter invoice, the Alliance shall describe in writing any deviations in the total Study costs from the original estimate.

7.2 For the avoidance of doubt, Pfizer will not be required to reimburse Checkmate for any costs or expenses incurred by Checkmate or its Affiliates in connection with the Study and Checkmate will not be required to reimburse Pfizer for any costs or expenses incurred by Pfizer or its Affiliates in connection with the Study (other than the Study costs).

8. Supply and Use of the Compounds.

8.1 *Supply of the Compounds*. Checkmate, the Alliance and Pfizer shall each supply, or cause to be supplied, the quantities of its respective Compound set forth on Appendix B on the timelines set forth in Appendix B, in each case, for use in the Study. In the event that Pfizer determines that the quantities of Compounds set forth on Appendix B are not sufficient to complete the Study (due, for example, to the addition of Study sites or countries), Pfizer shall so notify the Alliance and Checkmate, and the Parties shall discuss in good faith regarding additional quantities of Compounds to be provided and the schedule on which such additional quantities may be provided. Each Party shall also provide to the other Party a contact person for the supply of its Compound under this Agreement. Notwithstanding the foregoing, or anything to the contrary herein, in the event that either Party is not supplying its Compound in accordance with the terms of this Agreement, or is allocating under Section 8.10, then the other Party shall have no obligation to supply its Compound, or may allocate proportionally.

8.2 *Minimum Shelf Life Requirements*. Each Party shall supply its Compound hereunder with an adequate remaining shelf life at the time of Delivery to meet the Study's requirements. The shelf life for each Compound to continue to be conforming and meet Specifications shall at a minimum be three (3) months from the time of Delivery; provided that the Compound is handled and stored according to the specified handling and storage conditions.

8.3 *Provision of Compounds*.

8.3.1 The Alliance and Checkmate will each deliver the Alliance Compound and Checkmate Compound, as applicable, to Pfizer Ex Works (Alliance Compound Manufacturing Site or Checkmate Compound Manufacturing Site, as applicable) (Incoterms 2010) ("**Delivery**") with respect to such Alliance Compound and Checkmate Compound, as applicable. Title and risk of loss for the Alliance Compound and Checkmate Compound, as applicable, shall transfer from the Alliance and Checkmate, as applicable to Pfizer at Delivery. All costs associated with the subsequent transportation, warehousing and distribution of the Alliance Compound and Checkmate Compound, as applicable, shall be borne by Pfizer. Pfizer will, or will cause its designee to: (i) take delivery of the Alliance Compound and Checkmate Compound, as applicable, supplied hereunder; (ii) perform the acceptance procedures allocated to it under the Quality Agreements; (iii) subsequently label and pack (in accordance with Section 8.4) and promptly ship the Alliance Compound and Checkmate Compound, as applicable, to the Study sites, in compliance with cGMP, GDP, GCP and other Applicable Law and the Quality Agreements; and (iv) provide, from time to time at the reasonable request of the Alliance and Checkmate, as applicable, the following information with respect to Alliance Compound and Checkmate Compound, as applicable, shipped by Pfizer: any applicable chain of custody forms; in-transport temperature recorder(s); records and receipt verification documentation; such other transport or storage documentation as may be reasonably requested by the Alliance and Checkmate, as applicable, (to the extent within Pfizer's possession or control); and usage and inventory reconciliation documentation related to the Alliance Compound and Checkmate Compound, as applicable.

8.3.2 Pfizer is solely responsible, at its own cost, for supplying (including all Manufacturing, acceptance and release testing) the Pfizer Compound for the Study, and the subsequent handling, storage, transportation, warehousing and distribution of the Pfizer Compound supplied hereunder. Pfizer shall ensure that all such activities are conducted in compliance with cGMP, GDP, GCP and other Applicable Law and the Quality Agreements. For purposes of this Agreement, the Delivery of a given quantity of the Pfizer Compound shall be deemed to occur when such quantity is packaged for shipment to the Study site.

8.4 *Labeling and Packaging; Use, Handling and Storage*.

8.4.1 The Parties' obligations with respect to the labeling and packaging of the Compounds are as set forth in the Quality Agreements. Notwithstanding the foregoing or anything to the contrary contained herein, the Alliance shall provide the Alliance Compound and Checkmate shall provide the Checkmate Compound to Pfizer in the form of unlabeled vials, and Pfizer shall be responsible for labeling, packaging and leafleting such Alliance Compound and Checkmate Compound and the Pfizer Compound, as applicable, in accordance with the terms and conditions of the Quality Agreements and otherwise in accordance with all Applicable Law, including cGMP, GDP, GCP, and health, safety and environmental protections.

8.4.2 Pfizer shall (i) use the Alliance Compound and Checkmate Compound, as applicable, solely for purposes of performing the Study; (ii) not use the Alliance Compound or Checkmate Compound, as applicable, in any manner inconsistent with this Agreement or for any commercial purpose other than conduct of the Study; and (iii) use, store, transport, handle and

dispose of the Alliance Compound and Checkmate Compound, as applicable, in compliance with Applicable Law and the Quality Agreements. Pfizer shall not reverse engineer, reverse compile, disassemble or otherwise attempt to derive the composition or underlying information, structure or ideas of the Alliance Compound or Checkmate Compound, as applicable, and in particular shall not analyze the Alliance Compound and Checkmate Compound, as applicable, by physical, chemical or biochemical means except as necessary to perform its obligations under the Quality Agreements and/or the Protocol.

8.5 *Product Specifications.* A certificate of analysis shall accompany each shipment of the Alliance Compound and Checkmate Compound, as applicable, to Pfizer. Upon request, Pfizer shall provide the Alliance or Checkmate, as applicable, with a certificate of analysis covering each shipment of Pfizer Compound used in the Study.

8.6 *Changes to Manufacturing.* Each Party may make changes from time to time to its Compound or the Manufacturing Site; provided that such changes shall be in accordance with the Quality Agreements.

8.7 *Product Testing; Noncompliance*.

8.7.1 *After Manufacturer's Release.* After Manufacturer's Release of the Alliance Compound and Checkmate Compound, as applicable, and concurrently with Delivery of the Compound to Pfizer, the Alliance and Checkmate shall provide Pfizer with such certificates and documentation as are described in the Quality Agreements ("**Disposition Package**"). Pfizer shall, within the time defined in the Quality Agreements, perform (i) with respect to the Alliance Compound and Checkmate Compound, as applicable, the acceptance procedures allocated to it under the Quality Agreements, and (ii) with respect to the Alliance Compound and Checkmate Compound, as applicable, the testing and release procedures allocated to it under the Quality Agreements. Pfizer shall take all steps necessary in its reasonable discretion to determine that the Alliance Compound, Checkmate Compound or Pfizer Compound, as applicable, is suitable for distribution before making such Alliance Compound, Checkmate Compound or Pfizer Compound, as applicable, available for human use, and the Alliance and Checkmate, as applicable, shall provide cooperation or assistance as reasonably requested by Pfizer in connection with such determination with respect to the Alliance Compound and Checkmate Compound, as applicable. Pfizer shall be responsible for (a) storage and maintenance of the Alliance Compound and Checkmate Compound until it is tested and/or released, which storage and maintenance shall be in compliance with the Specifications for the Alliance Compound or Checkmate Compound, as applicable, the Quality Agreements and Applicable Law; and (b) any failure of the Alliance Compound or Checkmate Compound, as applicable, to meet the applicable Specifications to the extent caused by shipping, storage or handling conditions after Delivery to Pfizer hereunder.

8.7.2 *Non-Conformance*.

8.7.2.1 In the event that a Party becomes aware that any Compound may have a Non-Conformance, despite testing and quality assurance activities (including any activities conducted by the Parties under Sections 8.7.1 *(After Manufacturer's Release))*, such Party shall immediately notify the other Parties in accordance with the procedures of the Quality Agreements. The Parties shall investigate any Non-Conformance in accordance with Section 8.9 *(Investigations)* and any discrepancy between them shall be resolved in accordance with Section 8.8 *(Resolution of Discrepancies).*

8.7.2.2 In the event that any proposed or actual shipment of the Alliance Compound or Checkmate Compound, as applicable, (or portion thereof) shall be agreed to have a Non-Conformance at the time of Delivery to Pfizer or through no fault of Pfizer during the shelf life set forth in Section 8.2 (in either case, a "**Non-Conformance Event**"), then unless otherwise agreed to by the Parties, the Alliance or Checkmate, as applicable, shall replace such Alliance Compound or Checkmate Compound, as applicable, as is found to have a Non-Conformance (with respect to Alliance Compound or Checkmate Compound, as applicable, that has not yet been administered in the course of performing the Study). Unless otherwise agreed to by the Parties in writing, the sole and exclusive remedies of Pfizer with respect to any Alliance Compound or Checkmate Compound, as applicable, that is found to have a Non-Conformance at the time of Delivery shall be (i) replacement of such Alliance Compound or Checkmate Compound, as applicable, as set forth in this Section 8.7.2(b), (ii) indemnification under Section 14.2 (to the extent applicable) and (iii) termination of this Agreement pursuant to Section 6.3 (to the extent applicable, but subject to the applicable cure periods set forth therein); provided, for clarity, that no Party shall be deemed to be waiving any rights under Section 8.15. The Alliance or Checkmate, as applicable, shall be responsible for any costs incurred by Pfizer in connection with the return or destruction of any Alliance Compound or Checkmate Compound, as applicable, supplied hereunder that is found to have a Non-Conformance caused by the Alliance or Checkmate, as applicable.

8.7.2.3 In the event that Alliance Compound or Checkmate Compound, as applicable, is lost or damaged after Delivery, the Alliance or Checkmate, as applicable, may provide additional Alliance Compound or Checkmate Compound, as applicable, to Pfizer, if available for the Study. Such replaced Alliance Compound or Checkmate Compound, as applicable, shall be provided to Pfizer, so long as the amount replaced does not in the aggregate exceed five percent (5%) of the total quantity of Alliance Compound or Checkmate Compound, as applicable, to be provided by the Alliance or Checkmate, as applicable, pursuant to Appendix B (the "**Replacement Threshold**"). For the avoidance of doubt, the Alliance shall have no obligation to provide replacement Alliance Compound for any Alliance Compound supplied hereunder other than such Alliance Compound as has been agreed or determined to have a Non-Conformance at the time of Delivery to Checkmate shall be responsible for any costs incurred by the Alliance in connection with the return or destruction of any Checkmate Compound supplied hereunder that is found to have a Non-Conformance caused by Checkmate.

8.7.2.4 The Alliance shall be responsible for, and Checkmate shall have no obligations or liability with respect to, any Alliance Compound supplied hereunder that is found to have a Non-Conformance. The Alliance shall replace any Alliance Compound as is found to have a Non-Conformance (with respect to Alliance Compound that has not yet been administered in the course of performing the Study). Pfizer shall be responsible for, and Checkmate and the Alliance shall have no obligations or liability with respect to, any Pfizer Compound supplied hereunder that is found to have a Non-Conformance. Pfizer shall replace any Pfizer Compound as is found to have a Non-Conformance (with respect to Pfizer Compound that has not yet been administered in the course of performing the Study). Checkmate shall be responsible for, and Pfizer and the Alliance shall have no obligations or liability with respect to, any Checkmate

Compound supplied hereunder that is found to have a Non-Conformance. Checkmate shall replace any Checkmate Compound as is found to have a Non-Conformance (with respect to Checkmate Compound that has not yet been administered in the course of performing the Study). Unless otherwise agreed to by the Parties in writing, the sole and exclusive remedies of the Alliance and Checkmate with respect to any Pfizer Compound that is found to have a Non-Conformance at the time of Delivery shall be (i) replacement of such Pfizer Compound as set forth in this Section 8.7.2.4, (ii) indemnification under Section 14.2 (to the extent applicable) and (iii) termination of this Agreement pursuant to Article 6 (to the extent applicable, but subject to the applicable cure periods set forth therein); provided, for clarity, that the no Party shall be deemed to be waiving any rights under Section 8.15.

8.8 *Resolution of Discrepancies.* Disagreements regarding any determination of Non-Conformance by Pfizer shall be resolved in accordance with the provisions of the Quality Agreements.

8.9 *Investigations.* The process for investigations of any Non-Conformance shall be handled in accordance with the Quality Agreements.

8.10 *Shortage; Allocation.* In the event that a Party's Compound is in short supply as a result of a manufacturing disruption, manufacturing difficulties or other similar event such that a Party reasonably believes in good faith that it will not be able to fulfill its supply obligations hereunder with respect to its Compound, such Party will provide prompt written notice to the other Party thereof (including the shipments of Compound hereunder expected to be impacted and the quantity of its Compound that such Party reasonably determines it will be able to supply) and the Parties will promptly discuss such situation (including how the quantity of Compound that such Party is able to supply hereunder will be allocated within the Study). In such event, the Party experiencing such shortage shall (i) use its commercially reasonable efforts both to remedy the situation giving rise to such shortage and to take action to minimize the impact of the shortage on the Study, and (ii) to allocate to the other Party an amount of Compound at least proportionate to the total amount of the Compound shipments hereunder expected to be impacted by the shortage divided by the total demand for the Compound for the impacted time period.

8.11 *Records.* Each Party shall maintain complete and accurate records in all material respects pertaining to its Manufacture of its Compound supplied hereunder, and, upon the reasonable prior request of the other Party, will make such records available to review by such other Party in accordance with the Quality Agreements solely for the purpose of confirming such Party's compliance with this Agreement with respect to its Manufacturing obligations hereunder.

8.12 *Quality.* Quality matters related to the Manufacture of the Compounds shall be governed by the terms of the Quality Agreements in addition to the relevant quality provisions of this Agreement.

8.13 *Quality Control.* Each Party shall implement and perform operating procedures and controls for sampling, stability and other testing of its Compound, and for validation, documentation and release of its Compound and such other quality assurance and quality control procedures as are required by the Specifications, cGMPs and the Quality Agreements.

8.14 *Audits and Inspections*. The Parties' audit and inspection rights under this Agreement shall be governed by the terms of the Quality Agreements.

8.15 *Recalls*. Recalls of the Compounds shall be governed by the terms of the Quality Agreements.

8.16 *VAT and other indirect taxes*. All payments under the Agreement are deemed exclusive of VAT or any other indirect taxes; The invoicing Party shall, if required under applicable laws & regulations, add VAT or any other indirect taxes to the price at the prevailing rate under applicable laws & regulations; the invoicing Party shall also fulfill all material and formal conditions required from the invoicing Party under applicable laws & regulations to ensure a refund of the VAT or any other indirect taxes charged to the invoiced Party provided a refund is available to the invoiced Party under applicable laws & regulations.

8.17 *Withholding Taxes*. The amounts payable by one Party (the "**Payer**") to another Party (the "**Payee**") pursuant to this Agreement ("**Payments**") shall not be reduced on account of any Taxes unless required by Law. The Payee alone shall be responsible for paying any and all Taxes (other than withholding Taxes required to be paid by the Payer) levied on account of, or measured in whole or in part by reference to, any Payments it receives. The Payer shall deduct or withhold from the Payments any Taxes that it is required by Law to deduct or withhold. Notwithstanding the foregoing, if the Payee is entitled under any applicable Tax treaty to a reduction of rate of, or the elimination of, or recovery of, applicable withholding Tax, it shall promptly deliver to the Payer or the appropriate governmental body (with the assistance of the Payer to the extent that this is reasonably required and is expressly requested in writing) the prescribed forms necessary to reduce the applicable rate of withholding or to relieve the Payer of its obligation to withhold Tax, and the Payer shall apply the reduced rate of withholding, or dispense with the withholding, as the case may be. If, in accordance with the foregoing, the Payer withholds any amount, it shall make timely payment to the proper Taxing authority of the withheld amount, and send to the Payee reasonable proof of such payment within 60 days following that payment. If Taxes are paid to a tax authority, each Party will provide the other such assistance as is.

9. Confidentiality.

9.1 Subject to Section 13.6.7, Checkmate, Pfizer and Merck agree to hold in confidence any Confidential Information provided by the other Party, and no Party shall use Confidential Information of another Party except for the performance of the Study and for the Permitted Use. No Party shall, without the prior written permission of the providing Party, disclose any Confidential Information of the providing Party to any Third Party, except to such Party's directors, officers, employees, consultants, Affiliates and/or legal and financial advisors who have a need to know such Confidential Information for the purpose of this Agreement and are bound to maintain the confidentiality of the Confidential Information by written obligations of confidentiality and non-use at least as restrictive as the obligations contained herein. Notwithstanding the foregoing, nothing herein shall prohibit any disclosure to the extent such disclosure (i) is required by Applicable Law; (ii) is pursuant to the terms of this Agreement; or (iii) is necessary for the conduct of the Study, and in each case ((i) through (iii)) provided that the disclosing Party shall provide reasonable advance notice to the applicable other Party before

making such disclosure and, at the request of such applicable other Party, cooperate with such applicable other Party in obtaining a protective order or similar relief that prevents or limits the scope of, or delays, such disclosure. For the avoidance of doubt, Pfizer may, without the Alliance's or Checkmate's consent, disclose Confidential Information to clinical trial sites, CROs and clinical trial investigators performing the Study, other vendors (including Subcontractors) directly working on the Study, the data safety monitoring and advisory board relating to the Study, and Regulatory Authorities working with Pfizer on the Study, in each case to the extent necessary for the performance of the Study and provided that such persons (other than governmental entities) are bound by an obligation of confidentiality at least as stringent as the obligations contained herein.

9.2 Notwithstanding the foregoing, (i) Jointly Owned Inventions shall constitute the Confidential Information of all Parties and each Party shall have the right to use and disclose such Confidential Information only as consistent with Articles 10, 11 and 12; (ii) Inventions and are solely owned by one Party shall constitute the Confidential Information of that Party and each Party shall have the right to use and disclose such Confidential Information only as consistent with Articles 10, 11 and 12; (iii) use and disclosure of Sample Testing Results shall be governed by Section 3.6 and Article 10, and (iv) use and disclosure of Clinical Data shall be governed by Section 3.6 and Article 10.

9.3 All Confidential Information containing personal identifiable data shall be handled in accordance with all data protection and privacy laws, rules and regulations applicable to such Party.

10. Intellectual Property.

10.1 *Joint Ownership and Prosecution*.

10.1.1 Subject to Sections 10.2 and 10.3, all rights to all Inventions relating to the Class Combination (each a "**Jointly Owned Invention**") shall belong jointly to the Parties whose respective Compounds make up the applicable Class Combination. Each Party shall and hereby does assign to the other Party sufficient rights, title and interest in each Jointly Owned Invention so that: (a) each of Checkmate and Merck and Pfizer owns an undivided one-third interest in Inventions directed to the Class Combination of the Class Compounds of all three Parties; (b) each of Pfizer and Checkmate owns an undivided one-half interest in the Inventions directed to the Class Combination of their respective Class Compounds; (c) each of Pfizer and Merck owns an undivided one-half interest in Inventions directed to the Class Combination of their respective Class Compounds; (d) each of Checkmate, Pfizer and Merck owns an undivided one-third interest in the Inventions directed to the Class Combination of the Checkmate Class Compound and Alliance Class Compound. Unless otherwise mutually agreed, each Party shall have the right to freely exploit the Joint IP to which it has an undivided interest pursuant to the immediately preceding sentence, both within and outside the scope of the Study, without accounting to or any other obligation to the other Party, and each Party may grant licenses (with a right to sublicense) to Third Parties under such Party's interest in the Joint IP, in each case subject to the restrictions in Sections 3.6, 3.10, Article 9 and this Article 10. For those countries where a specific license is required for a joint owner of a Jointly Owned Invention to practice such Jointly Owned Invention in such countries, (i) Merck hereby grants to Pfizer a perpetual, irrevocable, nonexclusive, worldwide, [***] license, [***], under Merck's right, title and interest in and to all

Jointly Owned Inventions that are jointly owned by Merck and Pfizer to use such Jointly Owned Inventions for any use, (ii) Merck hereby grants to Checkmate a perpetual, irrevocable, non-exclusive, worldwide, [***] license, [***], under Merck's right, title and interest in and to all Jointly Owned Inventions that are jointly owned by Merck and Checkmate to use such Jointly Owned Inventions for any use, (iii) Checkmate hereby grants to Merck a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, transferable and sublicensable, under Checkmate's right, title and interest in and to all Jointly Owned Inventions that are jointly owned by Merck and Checkmate to use such Jointly Owned Inventions for any use, (iv) Checkmate hereby grants to the Pfizer a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, transferable and sublicensable, under Checkmate's right, title and interest in and to all Jointly Owned Inventions that are jointly owned by Pfizer and Checkmate to use such Jointly Owned Inventions for any use, (v) Pfizer hereby grants to Checkmate a perpetual, irrevocable, nonexclusive, worldwide, royalty-free, fully paid-up license, transferable and sublicensable, under Pfizer's right, title and interest in and to all Jointly Owned Inventions that are jointly owned by Pfizer and Checkmate to use such Jointly Owned Inventions for any use,, and (vi) Pfizer hereby grants to Merck a perpetual, irrevocable, non-exclusive, worldwide, royalty- free, fully paid-up license, transferable and sublicensable, under Pfizer's right, title and interest in and to all Jointly Owned Inventions that are jointly owned by Merck and Pfizer to use such Jointly Owned Inventions for any use, in each case of the foregoing (i) through (vi) subject to the restrictions in Sections 3.6, 3.10, Article 9 and this Article 10. The terms of this Agreement do not provide Checkmate, Pfizer or Merck any rights to use or commercialize the other Party's Class Compounds, alone or in combination with that Party's Class Compounds, or with any rights, title or interest or any license to the other Party's background intellectual property except as necessary to conduct the Study and as expressly set forth in Section 10.5. The Parties shall discuss and mutually agree on disclosures towards a patent authority with respect to the Compound Combination of the Checkmate Compound, a Pfizer Compound and the Alliance Compound, in pairwise combination or a combination of all three, with each Party's consent not to be unreasonably withheld. Until such consent is reached, (x) Checkmate shall not disclose to a patent authority the Protocol, any Clinical Data relating to the Combination of the Checkmate Compound, the Pfizer Compound and the Alliance Compound, in pairwise combination or a combination of all three, or any Sample Testing Results relating to the Alliance Compound or the Pfizer Compound in or in connection with any patent application (relating to any Invention or otherwise), (y) Pfizer shall not disclose to a patent authority the Protocol, any Clinical Data relating to the Combination of the Checkmate Compound, the Pfizer Compound and the Alliance Compound, in pairwise combination or a combination of all three, or any Sample Testing Results relating to the Alliance Compound or the Checkmate Compound in or in connection with any patent application (relating to any Invention or otherwise), and (z) Merck shall not disclose to a patent authority the Protocol, any Clinical Data relating to the Compound Combination of the Checkmate Compound, the Pfizer Compound and the Alliance Compound, in pairwise combination or a combination of all three, or any Sample Testing Results relating to the Checkmate Compound or the Pfizer Compound in or in connection with any patent application (relating to any Invention or otherwise).

10.1.2 Following the Effective Date, patent representatives of each of the Parties shall meet (in person or by telephone) to discuss the patenting strategy for any Jointly Owned Inventions that may arise (including any Jointly Owned Inventions owned by only two of the Parties), including deciding on (A) the timing for filing of any provisional or regular patent application, if any; and (B) the countries in which any patent applications should be filed, subject

to the opt-out procedure described below, provided that any decision in part (B) shall be determined by only the owning Parties. The Parties hereby agree that Pfizer will take the lead in prosecuting, maintaining and/or defending Joint IP (the "**Lead Prosecuting Party**") (it being understood that the Parties shall mutually agree to conduct some or all prosecution, maintenance and/or defense jointly through a patent counsel acceptable to both Parties). The Parties acknowledge and agree that unless otherwise agreed and subject to Section 10.1.1, following agreement and consent of all Parties that have an interest in a Jointly Owned Invention for which an applicable application for a Joint Patent Application is proposed to be filed that such a patent application should be filed and an agreement by all Parties on timing of filing and any disclosure of each Party's Confidential Information, the Lead Prosecuting Party shall have the first right (but not the obligation) to file itself or through its selected patent counsel, which is reasonably acceptable to the other Parties, a patent application (including any provisional, substitution, divisional, continuation, continuation in part, reissue, renewal, reexamination, extension, supplementary protection certificate and the like) in respect of any Jointly Owned Invention (each, a "**Joint Patent Application**"). In any event, the Parties shall consult and reasonably cooperate with one another (i) in the preparation, filing, prosecution (including prosecution strategy, which shall also include procedures before the Unified Patent Court) and maintenance of such Joint Patent Application and in the maintenance and defense of any Joint Patent, and (ii) subject to the opt-out procedure described below the Parties that have an interest in the Jointly Owned Invention for which the applicable application for a Joint Patent Application is filed shall equally share the expenses associated therewith. For the avoidance of doubt both the Lead Prosecuting Party and the other Party or Parties (as applicable) shall be fully and equally considered as the beneficial owners of the rights derived from the Joint IP, subject to the optout procedure described below. If an applicable Party (the "**Opting-out Party**") has consented to the filing but does not want to share expenses for a patent application for a Jointly Owned Invention (either generally or with respect to a particular country) or at any point after the initial filing wishes to discontinue the prosecution, maintenance or defense of a Joint Patent Application or Joint Patent or sharing expenses therefor, the other Party or Parties. As applicable, at its or each of their sole option (each a "**Continuing Party**"), may continue such prosecution, maintenance or defense at its or their sole expense. In such event, at the Continuing Party's request the Opting-out Party shall execute such documents and perform such acts at the Opting-out Party's expense as may be reasonably necessary in a timely manner to effect an assignment of such Joint IP to the Continuing Party or Parties (in such country or all countries, as applicable) to allow the Continuing Party to continue to prosecute, maintain or defend such Joint IP. Any Joint IP so assigned shall thereafter be owned solely by the Continuing Party or Parties, provided however, that the Opting-out Party (including its successors and assigns) shall retain a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sublicensable, transferable, and fully paid-up license for all purposes under any patent claims arising from such Jointly Owned Invention in any applicable countries with respect to a product discovered, developed, or commercialized by the Opting- out Party.

10.1.3 Except as expressly provided in Section 10.1.2 and in furtherance and not in limitation of Section 9.1, each Party agrees it will not make or support any patent application that includes the other Party's Confidential Information, and will not provide assistance to any Third Party for any such application, without the other Party's prior written authorization.

10.1.4 Subject to this Section 10.1.4:

10.1.4.1 Pfizer shall have the first right (but not the obligation) to initiate legal action to enforce all Joint Patents in which it has an ownership interest against infringement, and to protect all Jointly Owned Inventions in which it has an ownership interest from misappropriation, by any Third Party where such infringement or misappropriation results from the development or sale of a Pfizer Compound or a Pfizer Class Compound, or to defend any declaratory judgment or *inter partes review* actions (or foreign equivalents thereof) relating thereto, at its sole expense; *provided that* in the event that Pfizer fails to initiate or defend such action within thirty (30) days after being first notified of such infringement or misappropriation, Checkmate shall have the second right (but not the obligation) to do so at its sole expense with respect to any such Joint Patent in which Checkmate has an ownership interest, and *further provided that* if Checkmate fails to initiate or defend such action within thirty (30) days following the earlier of notice from Pfizer that it will not initiate or defend such action or expiration of the thirty (30) day period allotted to Pfizer, then Merck shall have the third right (but not the obligation) to do so at its sole expense with respect to any such Joint Patent in which Merck has an ownership interest;

10.1.4.2 Merck shall have the first right (but not the obligation) to initiate legal action to enforce all Joint Patents in which it has an ownership interest against infringement, and to protect all Jointly Owned Inventions from misappropriation, by any Third Party where such infringement or misappropriation results from the development or sale of the Alliance Compound or an Alliance Class Compound, or to defend any declaratory judgment or *inter partes review* actions (or foreign equivalents thereof) relating thereto, at its sole expense; *provided that* in the event that Merck fails to initiate or defend such action within thirty (30) days after being first notified of such infringement or misappropriation, Checkmate shall have the second right (but not the obligation) to do so at its sole expense with respect to any such Joint Patent in which Checkmate has an ownership interest, and *further provided that* if Checkmate fails to initiate or defend such action within thirty (30) days following the earlier of notice from Merck that it will not initiate or defend such action or expiration of the thirty (30) day period allotted to Merck, then Pfizer shall have the third right (but not the obligation) to do so at its sole expense with respect to any such Joint Patent in which Pfizer has an ownership interest; and

10.1.4.3 Checkmate shall have the first right (but not the obligation) to initiate legal action to enforce all Joint Patents in which it has an ownership interest against infringement, and to protect all Jointly Owned Inventions from misappropriation, by any Third Party where such infringement or misappropriation results from the development or sale of the Checkmate Compound or a Checkmate Class Compound, or to defend any declaratory judgment or *inter partes review* actions (or foreign equivalents thereof) relating thereto, at its sole expense; *provided that* in the event that Checkmate fails to initiate or defend such action within thirty (30) days after being first notified of such infringement or misappropriation, Pfizer shall have the second right (but not the obligation) to do so at its sole expense with respect to any such Joint Patent in which Pfizer has an ownership interest, and *further provided that* if Pfizer fails to initiate or defend such action within thirty (30) days following the earlier of notice from Checkmate that it will not initiate or defend such action or expiration of the thirty (30) day period allotted to Checkmate, then Merck shall have the third right (but not the obligation) to do so at its sole expense with respect to any such Joint Patent in which Merck has an ownership interest.

10.1.5 If one Party exercises its right to initiate or defend legal action against a Third Party as set forth in Section 10.1.4 above, such initiating/defending Party shall keep the other Party or Parties who have an ownership interest in the applicable Joint Paten reasonably and regularly informed of the status and progress of the action. Each such interested non- initiating/non-defending Party agrees to be joined as a party plaintiff where necessary for purposes of legal standing and to give the initiating/defending Party reasonable assistance and authority to file and prosecute the suit. In such case, the costs and expenses of the non- initiating/non-defending Party or Parties shall be borne by the initiating/defending Party, and the initiating/defending Party shall indemnify the non-initiating/non-defending Party or Parties against any claims, suits, losses, or liabilities incurred as a result of being joined as plaintiff, except to the extent arising from the negligence or willful misconduct of the applicable non-initiating/non-defending Party. In any event, each non-initiating/non- defending Party shall have the right to be represented in the action by counsel of its choice and at its own expense. Any damages or other monetary awards recovered in the action shall be retained by the initiating/defending Party; provided, however, that in the event that the Parties agree to share the cost of the action as part of a cost-sharing arrangement, such damages or other monetary awards shall be shared by the Parties in proportion to their relative contributions to the total costs and expenses of the action, or as otherwise agreed by the applicable Parties in writing. A settlement or consent judgment or other voluntary final disposition of a suit under this Section 10.1.5 may not be entered into without the consent of each involved Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

10.2 *Inventions Owned by Checkmate*. Notwithstanding Section 10.1, the Parties agree that all rights to Inventions relating solely to the Checkmate Compound, or an Checkmate Class Compound, but not to a Class Combination (collectively, "**Checkmate Compound Inventions**"), are the sole and exclusive property of Checkmate. Checkmate shall be entitled to file in its own name relevant patent applications and to own resultant patent rights for any such Checkmate Compound Invention, subject to Checkmate's obligations under Sections 3.6, 3.10, Article 9 and this Article 10 and Checkmate's cooperation with Merck and Pfizer regarding timing of, and disclosure in, the filing of any such patent applications vis-a-vis filing of any Joint IP. For the avoidance of doubt, any Checkmate Compound Invention generically encompassing a Checkmate Class Compound (and not an Alliance Class Compound or Pfizer Class Compound) within its scope, even where the Checkmate Compound is not disclosed *per se*, is a Checkmate Compound Invention and the sole and exclusive property of Checkmate. Merck and Pfizer shall and hereby do assign to Checkmate its respective entire right, title and interest in any such Checkmate Class Compound Inventions the assignment of which Checkmate herewith accepts.

10.3 *Inventions Owned by Merck*. Notwithstanding Section 10.1, the Parties agree that all rights to Inventions relating solely to the Alliance Compound or an Alliance Class Compound but not to a Class Combination (collectively, "**Alliance Compound Inventions**") are the sole and exclusive property of Merck and Pfizer. Merck and Pfizer shall be entitled to file in their own name relevant patent applications and to own resultant patent rights for any such Alliance Compound Invention, subject to Merck's and Pfizer's obligations under Sections 3.6, 3.10, Article 9 and this Article 10 and Merck's and Pfizer's cooperation with Checkmate regarding timing of, and disclosure in, the filing of any such patent applications vis-a-vis filing of any Joint IP. For the avoidance of doubt, any Alliance Compound Invention generically encompassing an Alliance Class Compound (and not a Checkmate Class Compound or Pfizer Class Compound)

within its scope, even where the Alliance Compound is not disclosed *per se*, is an Alliance Compound Invention and the sole and exclusive property of Merck and Pfizer. Checkmate shall and hereby do assign to Merck and Pfizer its respective entire right, title and interest in any such Alliance Class Compound Inventions the assignment of which Merck and Pfizer herewith accepts.

10.4 *Inventions Owned by the Pfizer*. Notwithstanding Section 10.1, the Parties agree that all rights to Inventions relating solely to a Pfizer Compound or a Pfizer Class Compound but not to a Class Combination (collectively, "**Pfizer Compound Inventions**") are the sole and exclusive property of Pfizer. Pfizer shall be entitled to file in its own name relevant patent applications and to own resultant patent rights for any such Pfizer Compound Invention, subject to Pfizer's obligations under Sections 3.6, 3.10, Article 9 and this Article 10 and Pfizer's cooperation with Checkmate and Merck regarding timing of, and disclosure in, the filing of any such patent applications vis-a-vis filing of any Joint IP. For the avoidance of doubt, any Pfizer Compound Invention generically encompassing a Pfizer Class Compound (and not a Checkmate Class Compound or Alliance Class Compound) within its scope, even where the Pfizer Compound is not disclosed *per se*, is a Pfizer Compound Invention and the sole and exclusive property of Pfizer. Checkmate and Merck shall and hereby do assign to Pfizer its respective entire right, title and interest in any such Pfizer Class Compound Inventions the assignment of which Pfizer herewith accepts.

10.5 *Mutual Freedom to Operate for Combination Inventions*.

10.5.1 [***], Checkmate shall grant, and hereby does grant to Pfizer a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, transferable and sublicensable, under any particular claims in any patent owned or controlled by Checkmate that was filed or includes a priority claim to an application that was filed prior to the initiation of the Study (i.e., first dosing of the first patient in the Study), or issues from any patent applications filed at any time and relating to an invention conceived of and owned or controlled by Checkmate prior to initiation of the Study, that specifically recite a product combining, or a use or method of use of (i) a Checkmate Class Compound with a respective Pfizer Class Compound or (ii) a Checkmate Class Compound, a respective Pfizer Class Compound and an Alliance Class Compound, in each case to practice the Class Combination for all purposes.

10.5.2 [***], Checkmate shall grant and hereby grants to Merck and Pfizer a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, transferable and sublicensable, under any particular claims in any patent owned or controlled by Checkmate that was filed or includes a priority claim to an application that was filed prior to the initiation of the Study (i.e., first dosing of the first patient in the Study), or issues from any patent applications filed at any time and relating to an invention conceived of and owned or controlled by Checkmate prior to initiation of the Study, that specifically recite a product combining, or a use or method of use of, (i) a Checkmate Class Compound with an Alliance Class Compound or (ii) a Checkmate Class Compound, a respective Pfizer Class Compound and an Alliance Class Compound, in each case to practice the Class Combination for all purposes.

10.5.3 [***], Pfizer shall grant and hereby grants to Checkmate a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, transferable and sublicensable, under any particular claims in any patent owned or controlled by Pfizer that was

filed or includes a priority claim to an application that was filed prior to the initiation of the Study (i.e., first dosing of the first patient in the Study), or issues from any patent applications filed at any time and relating to an invention conceived of and owned or controlled by Pfizer prior to initiation of the Study, that specifically recite a product combining, or a use or method of use of, (i) a Checkmate Class Compound with a respective Pfizer Class Compound or (ii) a Checkmate Class Compound, a respective Pfizer Class Compound and an Alliance Class Compound, in each case to practice the Class Combination for all purposes.

10.5.4 [***], Pfizer shall grant and hereby grants to Merck a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, transferable and sublicensable, under any particular claims in any patent owned or controlled by Pfizer that was filed or includes a priority claim to an application that was filed prior to the initiation of the Study (i.e., first dosing of the first patient in the Study), or issues from any patent applications filed at any time and relating to an invention conceived of and owned or controlled by Pfizer prior to initiation of the Study, that specifically recite a product combining, or a use or method of use of a Checkmate Class Compound, a respective Pfizer Class Compound and an Alliance Class Compound to practice the Class Combination for all purposes.

10.5.5 [***], Merck shall grant and hereby grants to Pfizer a [***] license, [***], under any particular claims in any patent owned or controlled by Merck that was filed or includes a priority claim to an application that was filed prior to the initiation of the Study (i.e., first dosing of the first patient in the Study), or issues from any patent applications filed at any time and relating to an invention conceived of and owned or controlled by Merck prior to initiation of the Study, that specifically recite a product combining, or a use or method of use of a Checkmate Class Compound, a respective Pfizer Class Compound and an Alliance Class Compound to practice the Class Combination for all purposes.

10.5.6 [***], Merck shall grant and hereby grants to Checkmate a [***] license, [***], under any particular claims in any patent owned or controlled by Merck that was filed or includes a priority claim to an application that was filed prior to the initiation of the Study (i.e., first dosing of the first patient in the Study), or issues from any patent applications filed at any time and relating to an invention conceived of and owned or controlled by Merck prior to initiation of the Study, that specifically recite a product combining, or a use or method of use of, (i) a Checkmate Class Compound with an Alliance Class Compound or (ii) a Checkmate Class Compound, a respective Pfizer Class Compound and an Alliance Class Compound, in each case to practice the Class Combination for all purposes.

10.5.7 For clarity, the terms of this Section 10.5 do not, expressly or by necessity or by implication, provide Merck, Pfizer or Checkmate with any rights, title or interest in, or any license to, the other Party's Intellectual Property Rights which do not claim the Class Combination (except that each Party grants to the other Party a non-exclusive license under its applicable intellectual property as necessary to conduct the Study) and do not grant any rights to Merck, Pfizer or Checkmate to use, manufacture, have manufactured, offer for sale or sell the other Party's Compound or other compounds or products controlled by the other Party other than an Alliance Class Compound (where Merck or Pfizer is the licensee, a Pfizer Class Compound (where Pfizer is the licensee) or a Checkmate Class Compound (where Checkmate is the licensee).

10.5.8 For purposes of Section 10.5.1 to 10.5.6, use in “combination” means the use or method of using an Alliance Class Compound, a Checkmate Class Compound and a Pfizer Class Compound, pairwise or all three as applicable, in concomitant or sequential administration.

11. Reprints; Rights of Cross-Reference.

Consistent with applicable copyright and other laws and subject to Article 12 below, each Party may use, refer to, and disseminate reprints of scientific, medical and other published articles and materials from journals, conferences and/or symposia relating to the Study which disclose the name of a Party, provided such use does not constitute an endorsement of any commercial product or service by the other Party.

12. Press Releases and Publications.

12.1 No Party shall publicly disclose the terms of this Agreement without the prior written consent of each of the other Parties provided that a Party may disclose the terms on a need to know basis in connection with the Study to maintain its compliance to the obligations stated herein, as required, or as needed to comply with applicable laws, including any reporting obligations with the Securities and Exchange Commission. If the Parties agree to issue a press release, following a review by all Parties, at least five (5) days after the Effective Date, it shall only generally describe the clinical collaboration set forth hereunder. After the First Press Release, the Parties agree to seek prior written approval from each other for any press release regarding the collaboration under this Agreement, and a Party will provide the others with the draft press releases at least seven (7) Business Days prior to distribution. Notwithstanding the forgoing, in the event that a planned press release references (1) any Compound Combination, (2) any Class Combination, or (3) any Party’s Compound in connection with any Class Combination, which has not previously been published, any Party whose Compound(s) or Class Compound(s) are implicated shall have no less than fifteen (15) Business Days to review and provide comments and if requested by such Party, the press release should be delayed for sixty (60) days from the intended release date to permit the Party to prepare and file a patent application.

12.2 To the extent required by Applicable Law or Pfizer’s policies, Pfizer will register the Study with the Clinical Trials Registry located at www.clinicaltrials.gov and any other local clinical registry if locally legally required. Pfizer agrees to provide any proposed registration to Alliance and Checkmate for review at least ten (10) days prior to registering the Study. Pfizer is committed to timely publication of the final results of the Study following Study Completion, after taking appropriate action to secure intellectual property rights (if any) arising from the Study, in accordance with Section 3.8 and the review process described in Section 12.3. The publication of the final results of the Study will be in accordance with the Protocol.

12.3 It is the Parties intention that the seminal results of the Study be published jointly; however and in any case, any publication or presentation of one Party relating to Jointly Owned Inventions, Protocol, Sample Testing Results that pertain to a Class Combination, and Clinical Data requires prior written approval of the other Party or Parties whose Class Compound(s) are implicated by such publication or presentation. This includes, but is not limited to, all medical publications in peer-reviewed journals and abstracts and presentations at scientific or medical congresses. Any proposed publication or presentation of either Party shall be consistent with the

other Party's scientific standards. This will be achieved by (i) applying the highest industry standards, including but not limited to the Good Publication Practice and the Recommendations for Conduct, Reporting, Editing, and Publication of Scholarly Work in Medical Journals of the International Committee of Medical Journal Editors (ICMJE) in their current version and (ii) publishing primary data manuscripts before any non-primary data (e.g. secondary analyses, case studies). Each publishing Party agrees to submit any proposed publication or presentation to the other Party or Parties (as applicable) as follows:

To the Alliance: email address: medical.publication@merckgroup.com

To Checkmate: email address: akrieg@checkmatepharma.com.

To Pfizer: email address: contractnotices@pfizer.com and john.deyoung@pfizer.com

for review at least forty-five (45) days prior to submitting any such proposed publication to a publisher or proceeding with such proposed presentation. Within forty-five (45) days of its receipt, each applicable other Party shall advise the publishing Party, as the case may be, in writing of any information contained therein which is Confidential Information (other than Clinical Data and Sample Testing Results) or which may impair the availability of patent protection for Inventions. Each applicable other Party shall have the right to require the publishing Party, as applicable, to remove specifically identified Confidential Information (other than Clinical Data and Sample Testing Results) and/or to delay the proposed publication or presentation for an additional forty-five (45) days to enable such other Party to seek patent protection for Inventions.

13. Representations and Warranties; Disclaimers.

13.1 Each of Checkmate, Pfizer and the Alliance represents and warrants to the other that (a) it has the full right and authority to enter into this Agreement and to perform its obligations hereunder (including its Compound supply obligations); (b) it has the full right and authority to grant the licenses hereunder that it purports to grant; and (c) subject to Section 3.9, it has not entered into, and will not enter into, any agreement or arrangement with any Third Party which would (i) prevent the Parties from performing the Study; or (ii) otherwise prevent a Party or all Parties from pursuing any additional studies with respect to the Compound Combination; or (iii) would violate the exclusivity obligation during the Exclusivity Period.

13.2 Pfizer agrees to Manufacture and supply the Pfizer Compound for purposes of the Study as set forth in Article 8, and Pfizer hereby represents and warrants to the Alliance and Checkmate that, at the time of Delivery of the Pfizer Compound, such Pfizer Compound shall have been Manufactured and supplied in compliance with: (i) the Specifications for the Pfizer Compound; (ii) the Clinical Quality Agreements; and (iii) all Applicable Law, including cGMP and health, safety and environmental protections. The Alliance agrees to Manufacture and supply the Alliance Compound for purposes of the Study as set forth in Article 8, and the Alliance hereby represents and warrants to Checkmate and Pfizer that, at the time of Delivery of the Alliance Compound, such Alliance Compound shall have been Manufactured and supplied in compliance with: (a) the Specifications for the Alliance Compound; (b) the Clinical Quality Agreements; and (c) all Applicable Law, including cGMP and health, safety and environmental protections.

13.3 Without limiting the foregoing, each Party is responsible for obtaining all regulatory approvals (including facility licenses) that are required to Manufacture its Compound in accordance with Applicable Law (provided that for clarity, Checkmate shall be responsible for obtaining Regulatory Approvals for the Study as set forth in Section 3.3).

13.4 Pfizer does not undertake that the Study shall lead to any particular result, nor is the success of the Study guaranteed. No Party accepts any responsibility for any use that the other Party may make of the Clinical Data and/or Sample Testing Results nor for advice or information given in connection therewith.

13.5 *Anti-Corruption*.

13.5.1 In performing their respective obligations hereunder, the Parties acknowledge that the corporate policies of Checkmate, Pfizer and the Alliance and their respective Affiliates require that each Party's business be conducted within the letter and spirit of the law. By signing this Agreement, each Party agrees to conduct the business contemplated herein in a manner which is consistent with all Applicable Law, including the U.S. Foreign Corrupt Practices Act, good business ethics, and its ethics and other corporate policies, and to abide by the spirit of the other Party's applicable ethics and compliance guidelines which may be provided by such other Party from time to time. Specifically, each Party agrees that it has not, and covenants that it, its Affiliates and its Affiliates' directors, employees, officers, and anyone acting on its behalf, will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any action in furtherance of, any payment or transfer of anything of value for the purpose or intent of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it in obtaining or retaining business for it or the other Party, or in any way with the purpose or effect of public or commercial bribery.

13.5.2 Each Party shall not contact, or otherwise knowingly meet with, any Government Official for the purpose of discussing activities arising out of or in connection with this Agreement, without the prior written approval of the other Party, except where such meeting is consistent with the purpose and terms of this Agreement and in compliance with Applicable Law.

13.5.3 Each Party represents that: (i) it has no impediment to enter into the transaction contemplated in this Agreement; and (ii) it is not excluded, debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.

13.5.4 Each Party represents and warrants that except as disclosed to the other in writing prior to the commencement of this Agreement: (1) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; and (2) it shall maintain arm's length relations with all Third Parties with which it deals for or on behalf of the other in performance of this Agreement. Each Party shall make all further disclosures as necessary to the other Party to ensure the information provided remains complete and accurate throughout the term of this Agreement. Subject to the foregoing, each Party agrees that it shall not hire or retain any Government Official to assist in its performance of this Agreement, with the sole exception of conduct of or participation in clinical trials under this Agreement, provided that such

hiring or retention shall be subject to the completion by the hiring or retaining Party of a satisfactory anti-corruption and bribery *(e.g.*, FCPA) due diligence review of such Government Official. Each Party further covenants that any future information and documentation submitted to the other Party as part of further due diligence or a certification shall be complete and accurate.

13.5.5 Each Party shall have the right during the term of this Agreement, and for a period of two (2) years following termination of this Agreement, to conduct an investigation and audit of the other Party's activities, books and records, to the extent they relate to that other Party's performance under this Agreement, to verify compliance with the terms of this Section 13.6. Such other Party shall cooperate fully with such investigation or audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of the Party requesting such audit.

13.5.6 Each Party shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and that each document upon which entries in such books and records are based is complete and accurate in all material respects. Each Party further represents, warrants and covenants that all books, records, invoices and other documents relating to payments and expenses under this Agreement are and shall be complete and accurate and reflect in reasonable detail the character and amount of transactions and expenditures. Each Party must maintain a system of internal accounting controls reasonably designed to ensure that no off-the-books or similar funds or accounts will be maintained or used in connection with this Agreement.

13.5.7 Each Party agrees that in the event that the other Party believes in good faith that there has been a possible violation of any provision of this Section 13.6, such other Party may make full disclosure of such belief and related information needed to support such belief at any time and for any reason to any competent government bodies and its agencies, and to whoever such Party determines in good faith has a legitimate need to know.

13.5.8 Each Party shall comply with its own ethical business practices policy and any Corporate Integrity Agreement to which it is subject, and shall conduct its Study-related activities in accordance with Applicable Law. Each Party agrees to ensure that all of its employees involved in performing its obligations under this Agreement are made specifically aware of the compliance requirements under this Section 13.5. In addition, each Party agrees to ensure that all such employees participate in and complete mandatory compliance training to be conducted by each Party, including specific training on anti-bribery and corruption, prior to his/her performance of any obligations or activities under this Agreement. Each Party further agrees to certify its continuing compliance with the requirements under this Section 13.5 on a periodic basis during the term of this Agreement in such form as may be reasonably requested by the other Party.

13.6 EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ALLIANCE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ALLIANCE COMPOUND, AND CHECKMATE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CHECKMATE COMPOUND, AND PFIZER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PFIZER COMPOUND.

14. Insurance; Indemnification; Limitation of Liability.

14.1 *Insurance*. Each Party warrants that it maintains a policy or program of insurance or self-insurance at levels sufficient to support the indemnification obligations assumed herein. Upon request, a Party shall provide evidence of such insurance.

14.2 *Indemnification*.

14.2.1 *Indemnification by Checkmate*. Checkmate agrees to defend, indemnify and hold harmless each of the Alliance, Pfizer, and each of its Affiliates, and its and their employees, directors, subcontractors and agents from and against any loss, damage, reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with any claim, proceeding, or investigation by a Third Party (collectively, the "**Claims**") to the extent arising out of this Agreement or the Study (an "**Checkmate Liability'**), except to the extent that such Checkmate Liability (A) was directly caused by (i) negligence or willful misconduct on the part of the Alliance or Pfizer, as applicable, (or any of its Affiliates, or its and their employees, directors, subcontractors or agents); (ii) a breach on the part of the Alliance or Pfizer, as applicable, of any of its representations and warranties or any other covenants or obligations of the Alliance or Pfizer, as applicable, under this Agreement; or (iii) a breach of Applicable Law by the Alliance or Pfizer, as applicable; or (B) is determined to be attributable to the Alliance Compound or Pfizer Compound, as applicable.

14.2.2 *Indemnification by the Alliance*. The Alliance agrees to defend, indemnify and hold harmless each of Checkmate and Pfizer, and each of its Affiliates, and its and their employees, directors, subcontractors and agents from and against any Claims to the extent arising out of this Agreement or the Study (an "**Alliance Liability**"), except to the extent that such Alliance Liability (A) was directly caused by (i) negligence or willful misconduct on the part of Checkmate or Pfizer, as applicable, (or any of its Affiliates, or its and their employees, directors, subcontractors or agents); (ii) a breach on the part of Checkmate or Pfizer, as applicable, of any of its representations and warranties or any other covenants or obligations of Checkmate or Pfizer, as applicable, under this Agreement; or (iii) a breach of Applicable Law by Checkmate or Pfizer, as applicable,; or (B) is determined to be attributable to the Checkmate Compound or the Pfizer Compound, as applicable.

14.2.3 *Indemnification by Pfizer.* Pfizer agrees to defend, indemnify and hold harmless each of Checkmate and the Alliance, and each of its Affiliates, and its and their employees, directors, subcontractors and agents from and against any Claims to the extent arising out of this Agreement or the Study (an "**Pfizer Liability**"), except to the extent that such Pfizer Liability (A) was directly caused by (i) negligence or willful misconduct on the part of Checkmate or the Alliance, as applicable, (or any of its Affiliates, or its and their employees, directors, subcontractors or agents); (ii) a breach on the part of Checkmate or the Alliance, as applicable, of any of its representations and warranties or any other covenants or obligations of Checkmate or the Alliance, as applicable, under this Agreement; or (iii) a breach of Applicable Law by Checkmate or the Alliance, as applicable,; or (B) is determined to be attributable to the Checkmate Compound or the Alliance Compound, as applicable.

14.2.4 *Procedure*. The obligations of the Alliance, Pfizer and Checkmate under this Section 14.2 are conditioned upon the delivery of written notice to the Alliance, Pfizer or Checkmate, as the case might be, of any potential Liability within a reasonable time after a Party becomes aware of such potential Liability. A Party will have the right to assume the defense of any suit or claim related to the Liability (using counsel reasonably satisfactory to the other Party) if it has assumed responsibility for the suit or claim in writing. The other Party may participate in (but not control) the defense thereof at its sole cost and expense. The Party controlling such defense (the "**Defending Party**") shall keep the other Party (the "**Other Party**") advised of the status of such action, suit, proceeding or claim and the defense thereof and shall consider recommendations made by the Other Party with respect thereto. The Defending Party shall not agree to any settlement of such action, suit, proceeding or claim without the prior written consent of the Other Party, which shall not be unreasonably withheld. The Defending Party shall not agree to any settlement of such action, suit, proceeding or claim or consent to any judgment in respect thereof that does not include a complete and unconditional release of the Other Party from all liability with respect thereto or that imposes any liability or obligation on the Other Party without the prior written consent of the Other Party.

14.2.5 *Study Subjects*. Pfizer shall not offer compensation on behalf of the Alliance or Checkmate to any Study subject or bind the Alliance or Checkmate to any indemnification obligations in favor of any Study subject. Checkmate shall not offer compensation on behalf of the Alliance or Pfizer to any Study subject or bind the Alliance or Pfizer to any indemnification obligations in favor of any Study subject. Likewise, the Alliance shall not offer compensation on behalf of Checkmate or Pfizer to any Study subject or bind Checkmate or Pfizer to any indemnification obligations in favor of any Study subject.

14.3 *LIMITATION OF LIABILITY*. OTHER THAN WITH RESPECT TO DAMAGES ARISING OUT OF OR RELATED TO A PARTY'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT TO USE, DISCLOSE, LICENSE, ASSIGN OR OTHERWISE TRANSFER SAMPLE TESTING RESULTS, CLINICAL DATA, CONFIDENTIAL INFORMATION AND JOINT IP ONLY FOR THE USE HEREIN, IN NO EVENT SHALL A PARTY (OR ANY OF ITS AFFILIATES OR SUBCONTRACTORS) BE LIABLE TO ANY OTHER PARTY FOR, NOR SHALL ANY INDEMNIFIED PARTY HAVE THE RIGHT TO RECOVER, ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR DAMAGES FOR LOST OPPORTUNITIES), WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF (x) THE MANUFACTURE OR USE OF ANY COMPOUND SUPPLIED HEREUNDER OR (y) ANY BREACH OF OR FAILURE TO PERFORM ANY OF THE PROVISIONS OF THIS AGREEMENT OR ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN OR MADE PURSUANT TO THIS AGREEMENT, EXCEPT THAT SUCH LIMITATION SHALL NOT APPLY TO DAMAGES PAID OR PAYABLE TO A THIRD PARTY BY AN INDEMNIFIED PARTY FOR WHICH THE INDEMNIFIED PARTY IS ENTITLED TO INDEMNIFICATION HEREUNDER.

15. Use of Name.

Except as expressly provided herein or with the other Party's written approval, neither Party shall have any right, express or implied, to use in any manner the name or other designation of the other Party or any other trade name, trademark or logo of the other Party for any purpose in connection with the performance of this Agreement.

16. Force Majeure.

If in the performance of this Agreement, one of the Parties is prevented, hindered or delayed by reason of any cause beyond such Party's reasonable control *(e.g.*, war, riots, fire, strike, governmental laws), such Party shall be excused from performance to the extent that it is necessarily prevented, hindered or delayed ("**Force Majeure**"). The non-performing Party will notify the other Party of such Force Majeure within ten (10) Business Days after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance will be of no greater scope and no longer duration than is necessary and the non-performing Party will use commercially reasonable efforts to remedy its inability to perform.

17. Entire Agreement; Modification.

The Parties agree to the full and complete performance of the mutual covenants contained in this Agreement. This Agreement, together with the Related Agreements, constitutes the sole, full and complete agreement by and between the Parties with respect to the subject matter of this Agreement, and all prior agreements, understandings, promises and representations, whether written or oral, with respect thereto are superseded by this Agreement. No amendments, changes, additions, deletions or modifications to or of this Agreement shall be valid unless reduced to writing and signed by the Parties hereto.

18. Assignment and Sub-Contracting.

Neither Party shall assign or transfer this Agreement without the prior written consent of the other Party; provided, however, that no such consent shall be required in connection with a Change of Control of a Party. Notwithstanding the foregoing, either Party may assign all or any part of this Agreement to one or more of its Affiliates without the other Party's consent, and any and all rights and obligations of either Party may be exercised or performed by its Affiliates, provided that such Affiliates agree to be bound by this Agreement. In the event of a Change of Control of a Party, such Party undergoing the Change of Control shall notify the other Party in writing at least thirty (30) days prior to completion of such Change of Control (to the extent such notification is legally permissible prior to completion of such Change of Control, and if such notification is not legally permissible prior to such Change of Control, then such notification shall be provided to the other Party in writing simultaneously with the first public announcement with respect to such Change of Control). Any permitted assignee of a Party (which assignee shall include the Third Party in a Change of Control situation under Section 1.20) shall, in writing to the non-assigning Party, expressly assume the obligation to perform this Agreement. Any attempted assignment not in accordance with this Section 18 shall be null and void and of no legal effect. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respected successors and permitted assigns. For the avoidance of doubt, nothing in this Section limits the provisions of Section 3.10.

19. Invalid Provision.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision. In lieu of the illegal, invalid or unenforceable provision, the Parties shall negotiate in good faith to agree upon a reasonable provision that is legal, valid and enforceable to carry out as nearly as practicable the original intention of the entire Agreement.

20. No Additional Obligations.

Checkmate, Pfizer and the Alliance have no obligation to renew this Agreement or apply this Agreement to any clinical trial other than the Study. No Party is under any obligation to enter into another type of agreement at this time or in the future.

21. Dispute Resolution and Jurisdiction.

21.1 The Parties shall attempt in good faith to settle all disputes arising out of or in connection with this Agreement in an amicable manner. Any claim, dispute or controversy arising out of or relating to this Agreement, including the breach, termination or validity hereof or thereof (each, a "**Dispute**"), shall be governed by and construed in accordance with the substantive laws of New York, without giving effect to its choice of law principles.

21.2 Nothing contained in this Agreement shall deny either Party the right to seek injunctive or other equitable relief from a court of competent jurisdiction in the context of a bona fide emergency or prospective irreparable harm, and such an action may be filed or maintained notwithstanding any ongoing discussions between the Parties.

22. Notices.

All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and promptly confirmed by personal delivery or overnight courier), or sent by internationally-recognized overnight courier addressed as follows:

If to Checkmate, to:
Checkmate Pharmaceuticals, Inc.
One Broadway, 14th Floor
Cambridge, MA 02142
Attention: General Counsel

With a copy to: President and CEO

If to the Alliance, to:
Ares Trading S.A.
Attention: Legal Department
Z.I de l'Ouriettaz,
CH-1170 Aubonne,
Switzerland

With a copy to:

Merck KGaA
Attention: Merck Healthcare Legal
Frankfurter Strasse 250
64293 Darmstadt, Germany

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Attention: VP, Oncology Alliance Manager

With a copy to:

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Attention: Jason Smith, Chief Counsel, Oncology Business Unit

and to:

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Attention: Paul Schneider

Assistant General Counsel, Business Transactions

23. Relationship of the Parties.

The relationship between the Parties is and shall be that of independent contractors, and does not and shall not constitute a partnership, joint venture, agency or fiduciary relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or take any actions, which are binding on the other Party, except with the prior written consent of the other Party to do so. All persons employed by a Party will be the employees of such Party and not of the other Party and all costs and obligations incurred by reason of any such employment shall be for the account and expense of such Party.

24. Counterparts and Due Execution.

This Agreement and any amendment may be executed in two (2) or more counterparts (including by way of facsimile or electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, notwithstanding any electronic transmission, storage and printing of copies of this Agreement from computers or printers. When executed by the Parties, this Agreement shall constitute an original instrument, notwithstanding any electronic transmission, storage and printing of copies of this Agreement from computers or printers. For clarity, facsimile signatures and signatures transmitted via PDF shall be treated as original signatures.

25. Construction.

Except where the context otherwise requires, wherever used, the singular will include the plural, the plural the singular, the use of any gender will be applicable to all genders, and the word “or” is used in the inclusive sense (and/or). Whenever this Agreement refers to a number of days, unless otherwise specified, such number refers to calendar days. The captions of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The term “including” as used herein shall be deemed to be followed by the phrase “without limitation” or like expression. The term “will” as used herein means shall. References to “Article,” “Section” or “Appendix” are references to the numbered sections of this Agreement and the appendices attached to this Agreement, unless expressly stated otherwise. Except where the context otherwise requires, references to this “Agreement” shall include the appendices attached to this Agreement. The language of this Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction will be applied against either Party hereto.

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

Ares Trading S.A.

By: /s/ Cedric Hyde
Name: Cedric Hyde
Title: Authorized Representative

Ares Trading S.A.

By: /s/ Luigia Bocola
Name: Luigia Bocola
Title: Authorized Representative

Pfizer Inc.

By: /s/ Andy Schmeltz
Name: Andy Schmeltz
Title: Global President, Oncology

Checkmate Pharmaceuticals, Inc.

By: /s/ Charles E. Yon
Name: Charles E. Yon
Title: General Counsel

Appendix A

PROTOCOL SUMMARY:

Combination of CMP-001 with avelumab and/or Pfizer compounds

Javelin Medley, Combination F

Appendix A

PROTOCOL SUMMARY:

CMP-001 will be incorporated into the Javelin Medley study (B9991004), with avelumab as a backbone therapy for patients with PDx (anti-PD-1/L1) refractory SCCHN (squamous cell carcinoma of the head and neck). Upon successful achievement of the specific “Go” criterion for this doublet, separate patient cohorts will be evaluated with triplets of utomilumab/CMP-001/avelumab or PF-04518600/CMP-001/avelumab.

Study Type: Phase 1b safety lead-in followed by Phase 2 expansion cohorts

Rationale:

For Combination F1, CMP-001 will be combined with avelumab. Since the combination of CMP-001 with pembrolizumab (anti-PD-1) showed significant anti-tumor activity in the setting of PDx-refractory melanoma, the goal of this study will be to assess the activity of CMP-001 in combination with avelumab as Combination F, Arm F in patients with PDx- refractory SCCHN. This disease has been selected for Combination F firstly because SCCHN is a type of tumor that responds to avelumab as a single agent, in a PDx pretreatment naive setting. However, after treatment with single agent PDx agents many of these patients are either found to have refractory disease or develop resistance. This may be in part due to a lack of an active immune tumor microenvironment. TLR9-responsive plasmacytoid dendritic cells have been observed in SCCHN, and injection of TLR9 agonist may “heat up” otherwise PDx refractory tumors. The anatomic location upon local recurrence as well sites of metastases are frequently feasible for intratumoral injections in this disease as well.

If anti-tumor activity is noted in Combination F1, it is likely that the targets for 4-1BB or OX40 agonist antibodies will be induced on activated anti-tumor T cells in tumor-draining lymph nodes. There are scientific data to support the addition of utomilumab (4-1BB agonist) or an OX-40 agonist in combination with a TLR9 agonist (CMP-001) plus avelumab. TLR9 agonists will stimulate tumor DCs and these cells will traffic to tumor draining lymph nodes, where they

will promote anti-tumor T cell activation. DCs can present tumor peptides to T cells in different ways and this may determine if OX40 or 4-1BB is upregulated. OX40 and 4-1BB agonists have been observed in tumor model systems to significantly boost anti-tumor immunity in combination with a TLR agonist and a PD-1/PD-L1 inhibitor. Therefore, if a tolerable safety profile of the CMP-001 plus avelumab doublet is observed, the JDC may elect to combine Pfizer's OX40 agonist, PF-404518600, and/or utomilumab with avelumab and CMP-001 as triplets in in separate Combination F study arms in order to understand if the agonist triplets are both safe and potentially more effective in PDx refractory SCCHN.

Arm F1: Avelumab + CMP-001 (SC to IT) (N=20)

Sequenced sub cutaneous (SC) followed intra-tumoral (IT) administration of CMP-001 added to avelumab therapy (6-12 safety lead-in followed by 8-14 expansion patients).

Arms F2 and/or F3 may be initiated upon successfully meeting the criteria outlined later in this summary. Patients will be randomly assigned to either Arm F2 or F3.

Arm F2: Avelumab + CMP-001 + OX-40 (N=20)

The study arm will enroll 20 patients (6 safety lead-in followed by 14 expansion patients). The arm will be initiated after efficacy threshold for Arm F.

Arm F3: Avelumab + CMP-001 + Utomilumab (N=20)

The study arm will enroll 20 patients (6 safety lead-in followed by 14 expansion patients). The arm will be initiated after efficacy threshold for Arm F1 is met.

Tumor type: SCCHN post PDx (other tumor types can be considered based on clinical benefit observed in SCCHN patients and may be added as a part of a an amendment to the agreement)

Total Number of Patients: Up to approximately 60. Each arm F1-3 will enroll 20 patients each. Actual number of enrolled patient will vary based on need of replacements for patients ineligible for safety and efficacy assessment.

Principal Investigator: N/A (The B9991004 basket study has many PIs based on the number of sites participating); Number of sites anticipated to participate: 6 for the lead-in based on 6-12 patients in the lead-in portion of F1, followed by allowing all active Javelin Medley sites enrolling SCCHN patients in the USA to participate in the expansion phase.

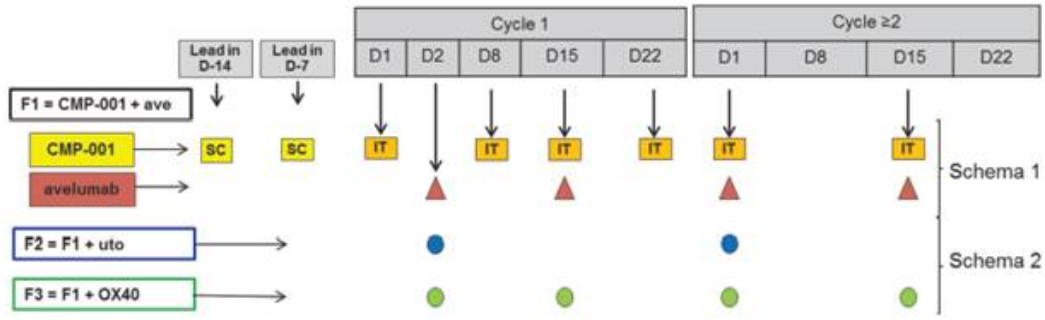
Description: Each study arm will begin with a 6-12 patient safety lead-in, followed by an expansion of patients up to 20 at a tolerable dose of CMP-001.

As shown in the schematic below:

Arm F1 will include a safety lead-in cohort of 6 to 12 patients treated with 2 weekly doses of SC CMP-001 on Cycle 1 Day -14 and Day -7, followed by 3rd week intratumoral (IT) injections of CMP-001 on Cycle 1 Day 1, with avelumab administered on Day 2 of Cycle 1. CMP-001 will be switched to every 2 week IT dosing to match avelumab dosing starting with Cycle 2. Upon clearing the safety lead-in, the JDC may elect to initiate Arm F2 and /or F3.

Arm F2 will consist of the regimen used in arm F1 in combination with utomilumab (4-1BB agonist) as a triplet therapy. Utomilumab will be injected intravenously at a recommended dose once, monthly.

Arm F3 will consist of the regimen used in arm F1 in combination with PF-04518600 (OX- 40 agonist) in a triplet therapy.



Statistical approach:

If in safety lead-in portion < 2 of 6 patients experience DLT, the cohort will be expanded to enroll up to a total of 20 patients;

The primary endpoint for Phase 1b lead-in and the Phase 2 cohort expansion combined is the confirmed objective response (OR) as assessed by the Investigator using RECIST v1.1.

OR is defined as a CR or PR per RECIST v1.1 from the first dose of study treatment until disease progression or death due to any cause. Both CR and PR must be confirmed by repeat assessments performed no less than 4 weeks after the criteria for response are first met. Objective response rate (ORR) is defined as the proportion of patients with a confirmed CR or PR per Investigator's assessment according to RECIST v.1.1. Confirmed responses are those that persist on repeat tumor assessments for at least 4 weeks after initial documentation or response. Otherwise, the patient will be counted as a non-responder in the assessment of ORR. Additionally, patients with inadequate data for tumor assessment (e.g., no baseline assessment or no follow up assessments) will be considered as non-responders in the assessment of ORR. The two-sided exact 90% CI for ORR will be calculated. **Go criterion** from Arm F1 to Arm F2/F3 will be based on the observation of a tolerable safety profile for the CMP-001 + avelumab combination.

Dosing: Avelumab 10 mg/kg q2w + CMP-001 at 5 mg (or another dose as suggested by Checkmate). CMP-001 can be injected into 1 or 2 target tumors. Subcutaneous administration is suggested to be within the lymphatic bed draining into target tumors, when feasible.

Primary endpoints:

Lead-ins: DLTs (DLT period will be proposed to the FDA as 4 weeks to match the period of weekly CMP-001 administration)

Expansion phase: ORR

Secondary endpoints as standard for the Javelin Medley study (e.g. PFS, TTP, OS, biomarkers)

Patients will be required to provide a baseline tumor biopsy for the above biomarker analyses in addition to other biomarker exploratory analyses, as standard for the Javelin Medley study (e.g. tumor mutation status, TCR analyses, IDO1 and PD-L1 expression).

Dosing of study drugs will continue until loss of tolerability or loss of clinical benefit.

Dosing may be stopped upon confirmation of a CR and may be re-initiated if a patient with a CR discontinues treatment and subsequently relapses.

Key Enrollment Criteria:

- Histologically confirmed diagnosis of metastatic or recurrent SCCHN who has received up to 3 lines of prior therapies.
- Patient should be refractory to treatment with single agent PDx therapy (Refractory is defined as best response PD or SD and progression on treatment within 4 months of starting the treatment).
- Patient must be candidate for intralesional therapy administration defined as at least 1 injectable tumor lesion >10 mm in longest diameter.
- Patient should have at least 1 target lesion different from lesions selected for IT therapy.

Key Exclusion Criteria (in addition to standard protocol exclusion criteria):

- Patient should not have received previous treatment with talimogene laherparepvec, other oncolytic virus therapies, or other TLR9 agonists. Patient should not have received prior intra-tumoral anticancer treatment.
- Lesions that directly contact or encase a maj or blood vessel.

Possible additional arm pending JDC approval

Arm F4: Avelumab + CMP-001 (SC) (N=20)

SC CMP-001 added to avelumab therapy, to be initiated after data supporting SC doses are available and concept is endorsed by JDC. Arm F2 will include CMP-001 administered SC only in the same frequency as used for Arm F1 combined with avelumab standard dosing (subject to change in schedule based on emerging Checkmate SC data).

Appendix B

SUPPLY OF COMPOUNDS

Schedule of Deliveries for Alliance Compound

Delivery Date	Quantity of [**]	Quantity of [**]
Total		

DRUG RESPONSIBILITY MATRIX

Task	Responsibility of Pfizer	Responsibility of the Alliance	Responsibility of Checkmate
On a quarterly basis, provide the Alliance with a 24-month rolling forecast of Alliance Compound drug supply needs by country	X		
Monitor Alliance Compound clinical trial supply inventory and submit orders for Alliance Compound to the Alliance 16 weeks prior to date that drug is needed	X		
Confirm receipt of order and provide Pfizer with estimated shipment/delivery date		X	
Conduct monthly (or other frequency as needed) conference call to review any drug supply issues for the Alliance Compound	X	X	
Provide the Alliance with quarterly reports of the number of vials of Alliance Compound that Checkmate ships to each site	X		
Produce clinical supply label proof for the Alliance Compound	X		
Review Alliance Compound clinical supply label to ensure it meets Alliance Compound regulatory and safety requirements		X	
Provide unlabeled vials of Alliance Compound in quantities determined by Checkmate to be used in the Study and through completion of the Study		X	
Provide Qualified Person (QP) approval/ release certificate for all batches of commercially packaged Alliance Compound provided for use in the study		X	

Review the executed clinical packaging/labeling records and issue a GMP release	X	
* NOTE: For EU territories, health authority / ethics committee approval documentation in the local language as well as an English translation must be provided for GMP release		
Provide the following information to Pfizer with respect to the Alliance Compound:		X
☐ MSDS		
☐ Certificate of Compliance/Conformance where the Certificate of Conformance generated should contain the following at a minimum: • Product name • Lot or batch number • Expiry date • Date of manufacturing		
☐ Certificate of Analysis		
☐ SmPC		
☐ BSE/TSE Certificate		
☐ Qualified Person GMP declaration for CTA filings of the Alliance Compound		
Distribution of clinically packaged and labeled Alliance Compound to Checkmate clinical sites	X	
Return/destruction of unused Alliance Compound Study drug at depots/clinical sites	X	
Provide the Alliance with destruction certificate for any returns and/or unused Alliance Compound Study drug	X	
On a quarterly basis, provide Checkmate with a 24-month rolling forecast of Checkmate Compound drug supply needs by country	X	

Monitor Checkmate Compound clinical trial supply inventory and submit orders for Checkmate Compound to Checkmate 16 weeks prior to date that drug is needed	X	
Confirm receipt of order and provide Pfizer with estimated shipment/delivery date		X
Conduct monthly (or other frequency as needed) conference call to review any drug supply issues for Checkmate Compound	X	X
Provide Checkmate with quarterly reports of the number of vials of Checkmate Compound that Checkmate ships to each site	X	
Produce clinical supply label proof for Checkmate Compound	X	
Review Checkmate Compound clinical supply label to ensure it meets Checkmate Compound regulatory and safety requirements		X
Provide unlabeled vials of Checkmate Compound in quantities determined by Checkmate to be used in the Study and through completion of the Study		X
Provide Qualified Person (QP) approval/ release certificate for all batches of commercially packaged Checkmate Compound provided for use in the study		X
Review the executed clinical packaging/labeling records and issue a GMP release	X	
* NOTE: For EU territories, health authority / ethics committee approval documentation in the local language as well as an English translation must be provided for GMP release		
Provide the following information to Pfizer with respect to the Alliance Compound:		X

☐ MSDS

☐ Certificate of Compliance/Conformance where the Certificate of Conformance generated should contain the following at a minimum:

- Product name

- Lot or batch number
- Expiry date
- Date of manufacturing

☐ Certificate of Analysis

☐ SmPC

☐ BSE/TSE Certificate

☐ Qualified Person GMP declaration for CTA filings of the Alliance Compound

Distribution of clinically packaged and labeled Checkmate Compound to Checkmate clinical sites	X
Return/destruction of unused Checkmate Compound Study drug at depots/clinical sites	X
Provide Checkmate with destruction certificate for any returns and/or unused Checkmate Compound Study drug	X

CERTAIN INFORMATION IDENTIFIED BY BRACKETED ASTERISKS ([* * *]) HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

AMENDMENT NO. 1 TO CLINICAL TRIAL COLLABORATION AND SUPPLY AGREEMENT

This Amendment No. 1 ("Amendment"), dated as of March 4, 2019, amends the Clinical Trial Collaboration and Supply Agreement, dated as of August 22, 2018 (the "Agreement") by and between Ares Trading S.A., Pfizer, Inc. and Checkmate Pharmaceuticals, Inc. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement.

1. Revision of Section 3.2

Section 3.2 of the Agreement is hereby deleted and replaced in its entirety with this provision:

"3.2 Pfizer shall ensure that the Study is performed in accordance with this Agreement, the Protocol, the informed consent and all Applicable Law, including GCP."

2. Revised Section 7.1

Section 7.1 of the Agreement is hereby deleted and replaced in its entirety with this provision:

"7.1 Costs of Study.

The Parties agree that (i) the Alliance shall provide the Alliance Compound for use in the Study, as described in Article 8 below, at no cost to either Pfizer or Checkmate;

(i) Checkmate shall provide Checkmate Compound for use in the Study, as described in Article 8 below, at no cost to either Pfizer or the Alliance, (iii) Pfizer shall provide the Pfizer Compound for use in the Study, as described in Article 8 below, at no cost to the Alliance or Checkmate. Checkmate will reimburse Pfizer [***] for each patient dosed in the Study using the Compound Combination of the Alliance Compound plus the Checkmate Compound (the "**Doublet Combination**"). Checkmate will reimburse Pfizer [***] for each patient dosed in the Study using the Compound Combination of the Alliance Compound plus the Checkmate Compound plus either of Pfizer Compounds (each a "**Triplet Combination**"). Within thirty (30) days of the end of the safety lead-in portion of the Study, the Alliance shall provide Checkmate an invoice, based on the actual number of patients dosed with the Doublet Combination and Triplet Combination in the safety lead-in portion of the Study in the amount per patient as set forth in this Section 7.1.1. Within thirty (30) days of the end of the Study, the Alliance shall provide Checkmate an invoice, based on the actual number of patients dosed with the Doublet Combination and Triplet Combination in the expansion portion of the Study in the

amount per patient as set forth in this Section 7.1.1. Within forty-five (45) days following receipt of each such invoice by Checkmate, Checkmate shall reimburse the Alliance for the total Study costs set forth on such invoice. In no event will the amount due and payable by Checkmate to Alliance exceed [***].

As an example, if six patients are dosed with the Doublet Combination (6 patients at [***] per patient equals a total of [***]) and twelve are dosed with the Triplet Combination (12 patients at [***] per patient equals a total of [***]), the invoice will be for [***]).”

3. Counterparts

This Amendment may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement. Any such counterpart may contain one or more signature pages.

4. Reference to and Effect on the Agreement

Each Party acknowledges that this Amendment constitutes an amendment to the Agreement as contemplated by the Agreement. On or after the date hereof, any reference to the Agreement shall constitute a reference to the Agreement as amended hereby. To the extent any term or provision of this Amendment conflicts with any term or provision of the Agreement, the terms and provisions of this Amendment shall prevail. Except as expressly modified or amended hereby, all terms and provisions of the Agreement shall continue in full force and effect.

ARES TRADING S.A.

/s/ Cedric Hyde

Name: Cedric Hyde
Title: Authorized Representative
Date:

CHECKMATE PHARMACEUTICALS, INC.

/s/ Barry Labinger

Name: Barry Labinger
Title: President and CEO
Date: February 26, 2019

ARES TRADING S.A.

/s/ Ann Kono

Name: Ann Kono
Title: Authorized Representative
Date:

PFIZER, INC.

/s/ Chris Boshoff

Name: Chris Boshoff, MD, PhD
Title: Chief Development Officer of Oncology, Global Product Development
Date: April 17, 2019