

Exhibit #

2034

02/20/24 JD

ADVISOR AGREEMENT

THIS ADVISOR AGREEMENT (“Agreement”) is entered into as of 7th August 2023 (the “Effective Date”), by and between Phil Baran, an individual and faculty member of The Scripps Research Institute residing at 6615 Duck Pond Lane, San Diego, CA 92130 (hereinafter the “Advisor”) and Hongene Biotech Corporation, (“Hongene”), a corporation with its office located at 29520 Kohoutek Way, Union City, CA 94587, USA (hereinafter “Company”).

WHEREAS, in consideration of the mutual covenants contained in this Agreement, Company desires to retain the services of Advisor as an independent contractor with respect to certain activities as described in this Agreement, and Advisor is willing to perform such services. Advisor is currently a full-time employee of The Scripps Research Institute (“TSRI”); accordingly, all services provided by Consultant under this Agreement shall be made in accordance with The Scripps Research Institute’s Uniform Consulting Agreement Provisions (the “Provisions”), which are appended hereto as Exhibit A. This Agreement shall be subject to the Provisions and if anything in this Agreement is inconsistent with the Provisions, the Provisions shall govern.

NOW, THEREFORE, Advisor and Company agree as follows:

1. *Description of Services.* Advisor will provide consulting services to Company as agreed to from time to time by the parties, including attending Company’s Advisory Board meetings (the “Services”) no less than three (3) times per year. Advisor will perform all Services in compliance with the terms and conditions of this Agreement. In addition, Advisor will be available for a reasonable number of telephone and/or written consultations, and attendance at Hongene Innovation Committee meetings, if required by Company.

2. *Contract Term & Termination.* The term of this Agreement will commence on the Effective Date and end one (1) year thereafter (the “Initial Term”), unless terminated earlier in accordance with this Agreement. Furthermore, this Agreement will automatically renew at the end of the Initial Term and each term thereafter for one additional year, unless either party provides to the other party thirty (30) days’ prior written notice of its desire not to automatically renew this Agreement. Either party may terminate this Agreement immediately upon written notice to the other party in the event of a breach by the other party.

3. *Compensation.*

(a) In consideration of the performance by Advisor of the Services, Company agrees to pay Advisor at the rate of Seventy Thousand Dollars (\$70,000) per year for Services performed (such consideration, “Fees”), such Fees to be paid Seventeen Thousand Five Hundred Dollars (\$17,500) per calendar quarter in arrears, subject to the other terms and conditions of this Agreement. Fees will be pro-rated for any partial calendar quarter.

(b) Reimbursed Expenses: Company will reimburse Advisor for any actual out-of-pocket expenses incurred by the Advisor in connection with the provision of Services so long as

such expenses are reasonable and necessary, appropriately documented, and approved in advance by the Company.

4. *Performance.* Advisor represents and warrants that Advisor will render Services in compliance with all applicable laws, rules and regulations, including but not limited to the U.S. Food, Drug and Cosmetic Act, as amended from time to time. Further, Advisor represents and warrants that he/she has not been debarred and is not under consideration to be debarred by the U.S. Food and Drug Administration under the Generic Drug Enforcement Act of 1992. Advisor will promptly notify Company in writing upon any inquiry or notice concerning or the commencement of any debarment investigation or proceeding under Generic Drug Enforcement Act of 1992 regarding Advisor.

5. *Compliance with Obligations to Third Parties.* Advisor represents and warrants to Company that the terms of this Agreement and Advisor's performance of Services do not and will not conflict with any of Advisor's obligations to any third parties. Advisor will promptly notify Company if Advisor has notice of or is aware of a conflict or potential conflict between the performance of Services for Company and Advisor's obligations to any third party. Advisor represents and warrants that Advisor has not brought and will not bring with Advisor to Company or use in the performance of Services any equipment, materials, confidential information or trade secrets of any third party which are not generally available to the public, unless Advisor has obtained written authorization for their possession and use in the performance of Services. If Advisor is a faculty member at or employee of a university or hospital ("Institution") or of another company, Advisor represents and warrants that pursuant to such Institution's or company's policies concerning professional consulting and additional workload, Advisor is permitted to enter into this Agreement. If Advisor is required by such Institution to disclose to it any proposed agreements with industry, Advisor has made that disclosure.

6. *Deliverables.* **"Deliverables" means inventions, results, reports, discoveries, innovations, original works of authorship, data, developments, improvements, ideas, know-how, techniques, methods, processes, research, or documents, whether or not patentable or subject to copyright or trade secret protection, including all intellectual property rights therein and any other statutory right associated therewith, that is created or generated in connection with the performance of the Services, and that Advisor solely or jointly with others creates, conceives, develops or reduces to practice, or causes to be created, conceived, developed or reduced to practice, in the course of the performance of Services. Advisor shall promptly make full written disclosure of Deliverables to Company and will hold Deliverables in trust for the sole right and benefit of Company. Advisor shall keep and maintain adequate and current written records of all Deliverables, and such records will be available to the Company during Advisor's regular business hours and with reasonable prior written notice from Company to Advisor. For purposes of the copyright laws of the United States, Deliverables will constitute "works made for hire", except to the extent such Deliverables cannot by law be "works made for hire". Company will own and, to the extent permissible under applicable law, Advisor represents and warrants that the Advisor has and right and will assign to Company all right, title, and interest in and to all Deliverables, whether or not patentable, that are discovered, conceived, made, reduced to practice or learned by Advisor in the performance of the Services, including all intellectual property rights. If for any reason Advisor cannot assign Deliverables under this Section 6 to Company, then Advisor hereby grants Company an exclusive, royalty-free, fully paid-up, irrevocable, worldwide sublicensable license**

under such Deliverables, including all intellectual property rights therein, for any and all uses. Advisor will execute all documents, and take any and all actions needed, all without further consideration, in order to confirm **Company's** rights as outlined above. Advisor will execute all documents, and take any and all actions needed, all without further consideration, in order to confirm **Company's** rights as outlined above.

7. *Confidentiality.*

(a) All Company's **Confidential Information** shall be solely and exclusively owned by Company. Company's "**Confidential Information**" means (i) all Deliverables, and (ii) all confidential and proprietary information and data, trade secrets, and business plans belonging to Company or its subsidiaries or third parties with whom Company may have business dealings, disclosed or otherwise made available to Advisor by Company or on behalf of Company; provided, however, that Confidential Information shall not include information Advisor receives from Company which Advisor establishes by competent proof: (A) was in the public domain at the time of disclosure; (B) after disclosure, becomes part of the public domain by publication or otherwise, **except by breach of this Agreement**; (C) was in Advisor's possession without obligation of confidentiality before the time of first disclosure by Company as evidenced by written records; (D) Advisor independently developed without use or reference to any Confidential Information as evidenced by written records; or (E) was received by Advisor from a third party who has the right to disclose it to Advisor. Any failure by Company to designate information as confidential or proprietary shall not be deemed to waive any rights of Company or obligations of Advisor under this Agreement.

(b) Advisor shall (i) hold all of Company's **Confidential Information in confidence**, (ii) exercise reasonable precautions to physically protect the integrity and confidentiality of all of Company's **Confidential Information** and (iii) **not disclose any Confidential Information to any** third party, except as expressly permitted by this Agreement. Advisor shall not use Company's Confidential Information for any purpose except as may be necessary in the ordinary course of performing Services without the prior written consent of Company. Advisor shall not reverse engineer, chemically analyze, disassemble, modify, decompile or create derivative works based on any Company's **Confidential Information**. Advisor acknowledges that in connection with entering into and performing this Agreement or performing Services, Company has disclosed or may disclose (whether directly or indirectly) information to Advisor (including information of third parties that Company may disclose to Advisor).

(c) If Advisor is required by a governmental authority or by order of a court of competent jurisdiction to disclose any Confidential Information, Advisor will give Company prompt written notice and Advisor will take all reasonable and lawful actions to avoid or minimize the degree of such disclosure. Advisor will cooperate reasonably with Company in any efforts to seek a protective order.

(d) In addition, this Agreement does not prohibit Advisor from participating in or cooperating with any government investigation or proceeding, nor does this Agreement restrict Advisor from disclosing Confidential Information to government agencies in a reasonable manner when permitted by applicable state or federal "**whistleblower**" or other laws.

8. *Company Property.* All documents, data, records, apparatus, equipment and other physical property, software and email address furnished or made available to Advisor in connection with this Agreement (the “**Company Property**”) shall be and remain the sole property of Company, shall be used solely for performance of the Services. Advisor will use Company Property only as necessary to perform the Services and will not transfer or make available to any third party the Company Property without the express prior written consent of Company. Advisor will return to Company all Company Property upon request. In any event, Advisor shall return and deliver all such property, including any copies thereof, upon termination or expiration of this Agreement, irrespective of the reason for such termination.

9. *Publication; Publicity.* Without limiting Section 7 (*Confidentiality*), Advisor shall not publish any Deliverables, in whole or in part, without the prior express written consent of Company. Advisor shall not use the name, logo, trade name, service mark, or trademark, or any simulation, abbreviation, or adaptation of same, or the name of Company or its subsidiaries for publicity, promotion, or similar non-regulatory uses without Company’s **prior written consent**.

10. *Independent Contractor Relationship.* It being the intent of the parties to establish an independent contractor relationship, nothing contained in this Agreement shall be deemed to make Advisor an employee of Company, nor shall Advisor have authority to bind Company in any manner whatsoever by reason of this Agreement. Advisor shall not be entitled to any of the benefits that Company may make available to its employees, and Advisor expressly waives any rights to any employee benefits. Advisor shall bear sole responsibility for paying and reporting its own applicable federal and state income taxes, social security taxes, unemployment insurance, **workers’** compensation, and health or disability insurance, retirement benefits, and other welfare or pension benefits, if any, and shall indemnify and hold Company harmless from and against any liability with respect thereto.

11. *Assignment.* The rights and obligations of the parties hereunder shall inure to the benefit of and shall be binding upon their respective successors and assigns. This Agreement may **not be assigned by Advisor, and Advisor’s obligations under this Agreement may not be** subcontracted or delegated by Advisor, without the prior written consent of Company. For clarity, this Agreement may be assigned by Company with notice of such assignment to Advisor.

12. *Notices.* All notices required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; or (c) by prepaid certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the first page of this Agreement or to such other address as either party may provide in writing.

13. *Specific Enforcement.* Advisor acknowledges that Company will have no adequate remedy at law in the event Advisor breaches the terms of Sections 4 through 9. In addition to any other rights it may have, Company shall have the right to obtain in any court of competent jurisdiction injunctive or other relief to restrain any breach or threatened breach of this Agreement.

14. *Effect of Expiration/Termination.* Any expiration or termination of this Agreement will be without prejudice to any obligation of either party that has accrued prior to the effective date of expiration or termination. Upon expiration or termination of this Agreement, neither Advisor nor Company will have any further obligations under this Agreement, except that (a) Advisor will terminate all Services in progress in an orderly manner as soon as practicable and in accordance with a schedule agreed to by Company, unless Company specifies in the notice of termination that Services in progress should be completed; (b) Advisor will deliver to Company all Deliverables made through expiration or termination; (c) Company will pay Company any monies due and owing Advisor, up to the time of termination or expiration, for Services performed and all expenses incurred including, but not limited to, any non-cancellable expenses; (d) Company will immediately return to Company all Company Property and other Confidential Information and copies of Confidential Information provided to Advisor under this Agreement; and (e) the terms, conditions and obligations under Sections 4 through 16 will survive expiration or termination of this Agreement.

15. *Prior Agreements; Governing Law.* This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous written or oral representations with respect to the subject matter of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction, and Advisor submits to the jurisdiction and agrees to the proper venue of all state and federal courts located within the State of California.

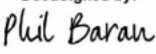
16. *Severability; Amendment.* In the event that any provision of this Agreement shall, for any reason, be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included in this Agreement. This Agreement may not be amended, and its terms may not be waived, except pursuant to a written amendment or waiver signed by both parties.

17. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement in the form of a facsimile or portable document format (".pdf") copy of this Agreement, including the signature pages, will be deemed an original.

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

ADVISOR

DocuSigned by:

By: 7328FCAF7644416...
Name: Phil Baran

COMPANY

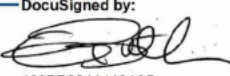
Hongene Biotech Corporation
DocuSigned by:

By: 462B7C3114424C5
Name: David Butler
Title: Chief Technology Officer

EXHIBIT A
THE SCRIPPS RESEARCH INSTITUTE
UNIFORM CONSULTING AGREEMENT PROVISIONS

1. All arrangements and agreements in which any personnel of The Scripps Research Institute ("TSRI") provides consulting services to any third party or entity (the "Company") shall refer to these Uniform Consulting Agreement Provisions ("UCPs") by attaching these UCPs to the consulting agreement. These UCPs are hereby incorporated into the consulting agreement between the Company and the TSRI employee who will provide consulting services to the Company ("Consultant"). Notwithstanding anything to the contrary in the consulting agreement between the Company and Consultant ("Consulting Agreement"), if any provision in the Consulting Agreement conflicts or is inconsistent with any of these UCPs, these UCPs shall govern and control. The Consulting Agreement shall not be effective unless it is approved in writing by TSRI's management.
2. Consultant shall spend no more than an aggregate of ten percent (10%) of his/her total professional time and effort in providing consulting services to all outside third parties, including the Company. Consulting fees shall be paid directly to the Consultant.
3. TSRI's name, trademarks, logos or reputation shall not be used or exploited directly or indirectly by the Company. Neither Company nor Consultant shall use any services, personnel, facilities, equipment or intellectual property of TSRI in performing or accepting consulting services. In addition, Consultant's services to the Company shall not involve the design or conduct of any research or laboratory work and/or supervising Company's employees or contractors in the designing or conducting of any research or laboratory work.
4. The scope of Consultant's proposed consulting services to the Company closely relate or are substantially similar to, and thus overlap, the research and development activities in which Consultant or his laboratory are engaged at TSRI. Accordingly, Consultant shall have no right to assign or convey to the Company any right, title or interest in or to inventions, discoveries, know-how, data, materials or other work conceived, reduced to practice, developed, generated or created by Consultant, alone or in collaboration with others, in the performance of his/her consulting services for the Company (collectively "Inventions"); all such Inventions shall be owned by TSRI incident to Consultant's obligation to assign to TSRI as a TSRI employee, and/or (iv) fall with the provisions of paragraph 5 below.
5. Company shall also not obtain any right, title or interest in or to any invention, discovery, know-how, data, materials or other work of Consultant which was: (i) conceived, reduced to practice, developed, generated or created by Consultant before the effective date of the Consulting Agreement; or (ii) at any time conceived, reduced to practice, developed, generated or created outside the scope of or independent of his/her consulting services for the Company.
6. The Company agrees that it shall not request Consultant to disclose to the Company or to any other party any confidential or proprietary information or materials of TSRI or of other third parties in TSRI's possession or control. Consultant further agrees not to disclose or otherwise disseminate

to Company or any other party as part of the consulting services any of TSRI's confidential or proprietary information or materials or that of third parties in TSRI's possession or control.

7. Nothing in the Consulting Agreement shall limit or impair in any way the right of Consultant or TSRI to use or disclose information which (a) was or becomes part of the public domain without Consultant's breach of any confidentiality obligations owed to the Company or TSRI; (b) was known by TSRI or Consultant before the effective date of the Consulting Agreement; (c) was developed or acquired independently of the Company or TSRI; (d) is covered under Sections 4 or 5 above; (e) was received from a third party who does not have any apparent obligation to the Company to maintain the confidentiality of such information; and/or (f) is required to be disclosed by law, order or governmental regulation or directive.

8. The Company shall indemnify, defend and hold harmless TSRI and its trustees, officers, employees, affiliates, representatives, successors and assigns from all claims, damages, liabilities, losses, judgments and other expenses, including without limitation **reasonable attorney's fees and costs, whether or not a lawsuit or other proceeding is filed ("Claims"), that arise out of or relate to the Consulting Agreement, any services performed by Consultant for the Company, and/or Company's use, commercialization or exploitation of any Inventions or services performed by Consultant for the Company.** Company shall not enter into any settlement of such Claims that imposes any obligation on TSRI or that does not unconditionally release TSRI from all liability without TSRI's prior written consent. **This indemnity shall be a direct payment obligation and not merely a reimbursement obligation of Company to TSRI.**

9. **Upon termination of the consulting services, Consultant shall, upon Company's request, leave all notes and records of his/her consulting services with Company, but shall be entitled to retain one (1) copy thereof for archival purposes, subject to his/her confidentiality obligations to the Company.**

10. The Consulting Agreement and these UCPs shall be construed and enforced according to United States patent laws and the laws of the State of California without application of its conflicts or choice of law rules. Sections 1, 3, 4, 5, 6, 7, 8, 9 and 10 of these UCPs shall survive the expiration or termination of the Consulting Agreement. These UCPs cannot be modified except by a writing signed by TSRI, Consultant and Company. These UCPs together with the above agreement constitute the entire agreement between the Company and TSRI regarding the consulting services to be performed by Consultant for the Company, and supersede any prior understandings or **agreements, written or oral, regarding TSRI's and the Company's agreement about such consulting services.**

Company and Consultant hereby agree to the above UCPs.

Signature page to follow

Signature page for The Scripps Research Uniform Consulting Provisions

Company

By: 
DocuSigned by:
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Title: **Chief Technology Officer**

Date: **8/8/2023**

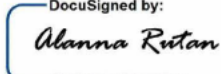
Consultant

By: 
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Date: **8/7/2023**

TSRI hereby accepts the above UCPs as part of the Consulting Agreement.

The Scripps Research Institute

By: 
DocuSigned by:
1D690CE7161A4F7...
Alanna Rutan, Esq.
Chief Compliance Counsel

Date: **8/8/2023**