

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATUMIN PHARMA AB		02/13/2013	AKTIEBOLG (AB): SWEDEN
RECEIVING PARTY DATA			
Name:	S.A.M. SERELYS PHARMA		
Street Address:	5, rue du Gabian		
Internal Address:	"Le Triton"		
City:	MONACO		
State/Country:	MONACO		
Postal Code:	MC-98000		
Entity Type:	Societe Anonyme Monegasque: MONACO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2640358	FEMAL	
CORRESPONDENCE DATA			
Fax Number:	6463495567		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9177799967		
Email:	mlombard@lgtrademark.com		
Correspondent Name:	G MATHEW LOMBARD		
Address Line 1:	1115 BROADWAY		
Address Line 2:	12 FL		
Address Line 4:	NEW YORK, NEW YORK 10010		
ATTORNEY DOCKET NUMBER:	123.0006		
DOMESTIC REPRESENTATIVE			
Name:	G MATHEW LOMBARD		

OP \$40.00 2640358

Address Line 1: 1115 BROADWAY  
Address Line 2: 12 FL  
Address Line 4: NEW YORK, NEW YORK 10010

NAME OF SUBMITTER: G. Mathew Lombard

Signature: /g mathew lombard/

Date: 12/04/2013

**Total Attachments: 42**

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(1) Natumin Pharma AB

-and-

(2) S.A.M. Sérélys Pharma

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**AGREEMENT ON THE SALE AND PURCHASE OF BUSINESS ASSETS**

- relating to-

FEMAL / SÉRÉLYS

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38 67 22 0027



**TRADEMARK**  
**REEL: 005167 FRAME: 0415**

THIS AGREEMENT is made on 13 February 2013

**PARTIES**

- 1 Natumin Pharma AB, a company registered in Sweden under number 5564747748, whose registered office is at Snickaregatan 10, S-566 33 Habo, Sweden with Vat number SE556474-774801 ("the Seller"); and
  - 2 Séréfyspharma S.A.M. a company registered in Monaco under number 08S04727, whose registered office is at Immeuble le Triton, 5 rue du Gabian, 98000 Monaco with VAT number FR68000078427 ("the Buyer");
- (collectively referred to as the "Parties")

**AGREED TERMS**

**1. INTERPRETATION**

In this Agreement:

**1.1 The following words and expressions shall have the following meanings:**

- |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the Affiliate"                 | any company controlling, controlled by, or under common control with regard to either Party. Control shall mean the ownership or control, directly or indirectly of fifty percent (50%) or more of the voting stock or ownership of the company;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "the Assets"                    | the assets listed in clause 2;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| "the Business"                  | the business of commercializing the Product world-wide carried on by the Seller at the Transfer Date. This includes world-wide rights to the Product including the exclusive world-wide rights to manufacture and sell new products based on the Pollen Extracts. The Parties confirm that the Seller shall be the exclusive manufacturer and supplier of both the Products and the Pollen Extract in accordance with the terms and conditions of the 2 separate agreements "Exclusive Manufacturing and Supply Agreement - Finished Goods" and "Exclusive Manufacturing and Supply Agreement - Pollen Extracts" signed this same day. This also includes that the Buyer becomes the sole owner of all technical documentation and know-how relating to the Product, including the active substance drug master files for the Product; |
| "Completion"                    | completion of the sale and purchase of the Business and the Assets in accordance with clause 6;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| "Confidential Information"      | all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software and other information whatsoever and in whatever form or medium and whether disclosed orally or in writing, together with all reproductions in whatsoever form or medium and any part or parts of it;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| "Contracts" (each a "Contract") | all the contracts and agreements listed in Schedule 1, divided into two (2) groups of "Contracts 1" and "Contracts 2" as stated in Schedule 1, and to the extent that they remain to be completed at the Transfer Date or the date of Transfer Step 2, respectively;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| "Encumbrance"                   | any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention lease, sub-lease, tenancy or right of occupation, reservation, covenant, stipulation, profit a prendre, wayleave, grant, restriction, easement, quasi-easement or any agreement for any of the same or any privilege in favour of any third party or                                                                                                                                                                                                                                                                                                                                                                      |

	any other security agreement or arrangement; whether monetary or not;
"Field"	shall mean any concept or indication within women's health for any product, including but not limited to the indication of menopause or PMS (premenstrual syndrome), any regulatory channel or any channel of distribution, excluding the treatment of LUTS (lower urinary tract symptoms);
"Finished Products"	means Femal (also known as or sold under the name of Séréllys in France and other markets, also sold under different trade names included in Schedule 2 and Schedule 3) containing Pollen Extracts in finished product form including but not limited to finished product packs containing tablets/capsules in blisters with insert leaflet inside carton packaging, in form of bulk tablets or capsules, blisters containing tablets or capsules or finished good form listed in Schedule 6, or the Pollen Extracts for sale directly to customers;
"Goodwill"	the goodwill relating to the Business and the exclusive right for the Buyer to represent itself as carrying on the Business in succession to the Seller;
"Intellectual Property"	(a) patents and trade marks, listed in Schedule 2;  (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);
"Net Sales"	sales of Product exclusive of: shipping, shipping materials, taxes, duties, free goods, legitimate credits and discounts;
"Notice"	includes any notice, demand, consent or other communication;
"Pollen Extracts"	mean the extracts PI82 and GC FEM in Schedule 7;
"Product"	means jointly Finished Products and Pollen Extracts;
"Product Specifications"	means the specifications of the Product listed in Schedule 6 and Schedule 7;
"the Purchase Price"	the consideration for the Business and the Assets as set out in Schedule 10;
"the Sales Statement"	the truthful and lawful financial statement provided by the Seller of all Net Sales of Product relating to the Business made by Seller from 1 August 2011 until 31 July 2012, as provided to the Buyer under its Due Diligence investigation, attached in Schedule 5;
"Stock"	all the marketable inventory of non-extracted pollen used to manufacture the Pollen Extracts, as well as all the marketable inventory of the Pollen Extracts listed in Schedule 4 held by or on behalf of the Seller at the date of Transfer Step 2. The prices and the volumes of the Stock at the day of December 31 2012 are indicated in Schedule 4. The Stock will be re-valued and re-inventoried on the day of Transfer Step 2.
"Tax" or "Taxation"	all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of Sweden or any other jurisdiction, and any penalty, fine, surcharge, interest, charges or costs relating thereto, and Tax or Taxation shall have the same meaning;
"Taxation Authority"	any authority, whether of Sweden or elsewhere, competent to impose, assess or collect Taxation;

"Tax Warranties"	the Warranties contained in clause 10 of Schedule 8;
"the Transaction"	the sale and purchase of the Business and the Assets effected by this Agreement;
"the Transfer Date"	the close of business on the date of signing this Agreement;
"VAT"	value added tax;
"the Warranties"	the warranties set out in clause 8 and in Schedule 8 and a "Warranty" shall be any one of them.

1.2 The Schedules form part of this Agreement.

1.3 A reference to any gender shall include the other and neuter gender and a reference to a "person" includes a reference to any corporate or unincorporated body (whether or not having separate legal personality).

1.4 The singular includes the plural and vice versa.

1.5 If not explicitly regulated otherwise in this Agreement, references to "indemnify" and "indemnifying" any person against any circumstance shall include indemnifying and keeping him indemnified from and against all liabilities, losses, claims, demands, damages, costs, expenses and interest which he may suffer or incur in connection with or arising out of that circumstance.

1.6 The headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

## 2. AGREEMENT FOR SALE AND PURCHASE OF THE BUSINESS AND ASSETS

### 2.1 Transfer Step 1:

With effect from the Transfer Date and subject to the terms of this Agreement, the Seller shall sell with full title guarantee and free of any Encumbrance, and the Buyer shall buy without limitation, other than provided under the terms of this Agreement, the Business as a going concern in "as is" condition together with the following Assets in this Transfer Step 1, and thus the Buyer shall take complete ownership, property and title in and full, sole control of the following Assets in this clause 2.1:

2.1.1 the Goodwill of the Business Assets;

2.1.2 the benefit, the rights and obligations, ownership, control and/or the assignment to the Buyer of Contracts 1 of Schedule 1;

2.1.3 the sole world-wide ownership and rights to market, promote, distribute, sell or otherwise commercialize Product;

2.1.4 the Intellectual Property listed in Schedule 2;

The Seller shall be responsible for the administration of the transfer to the Buyer of the Intellectual Property listed in Schedule 2, i.e. the Seller is responsible for that the assignment to the Buyer is registered at the industrial property authority in the respective country. The Buyer shall at every moment be ready to sign any document or other form in order for the Seller to proceed with the registration of the assignment in favour of the Buyer.

All documented external costs related to the transfer of the Intellectual Property shall be equally shared by the Seller and the Buyer and the Seller shall invoice the Buyer with fifty percent (50%) of such external costs and such invoice shall be paid with thirty (30) calendar days from the invoice date.

The documents necessary for the transfer of the Intellectual Property listed in Schedule 2 in favour of the Buyer shall be submitted by the Seller to the competent authorities as soon as possible and in any case within 30 days of the transfer date.

2.1.5 the Product marketing authorisations and Product food supplement registrations or notifications including all technical and scientific

documentation as well as the scientific dossier (including but not limited to the clinical trials) necessary for obtaining the Product marketing authorisations and Product food supplement registrations or notifications listed in Schedule 3;

All registrations (both Product marketing authorisations and Product food supplement registrations) listed in Schedule 3 which are registered on the respective distributor in each country, shall not be directly transferred to the Buyer, but shall remain in the possess of the distributor, but will be indirectly transferred to the Buyer through the assignment of each Contracts 1 listed in Schedule 1, covering that Product and the related product registration.

2.1.6 all the know-how relating to the Product, including the active substance drug master files for the Product as follows:

Active Substance Master File (European Drug Master File, "EDMF")

- substance PI62. Name of Manufacturer: Allergon AB. Reference number for EMEA/competent authority: 2011-063. Date of submission: 8 April 2011;

- substance GC FEM. Name of Manufacturer: Allergon AB. Reference number for EMEA/competent authority:2011-062. Date of submission: 8 April 2011.

2.1.7 The Product marketing authorization for the Swedish Duplicate registration, under the name "Amifemme" in Sweden, including the EDMF listed in 2.1.6 above, shall not be transferred to the Buyer until Swepharm AB is included in as supplier of API (Active Pharmaceutical Ingredient). The Seller shall do its utmost to update both the Marketing Authorization and the EDMF within 6 months of the transfer date

2.1.8 all Product orders, which have not yet been manufactured, shipped or invoiced, a list of which the Seller will supply to the Buyer within fifteen (15) calendar days from the Transfer Date, and will continue to forward such orders to the Buyer that the Seller may receive after the Transfer Date as and when such orders are received by the Seller;

2.1.9 all rights and obligations of the Seller against third parties (including without limitation under any warranties, representations and indemnities and under any policies of insurance) in respect of any of the assets specified in clauses 2.1.1 to 2.1.7 inclusive and in respect of any goods incorporated therein or used thereon.

2.1.10 For the avoidance of doubt, no other contracts or agreements shall be included in Transfer Step 1, other than the ones listed under this clause 2.1.

2.2. After the Transfer Date the Seller shall be the exclusive manufacturer and supplier of the Products and Pollen extracts in accordance with the terms and conditions of the Exclusive Manufacturing and Supply agreements referred to in the Definition clause of "The Business" above. The Seller shall be the exclusive supplier of Pollen Extracts to the Buyer until the date of Transfer Step 2. During a period of six (6) months from the Transfer Date ("Transition Period 1"), the Seller shall have the responsibility for all the Product marketing authorisations and Product food supplement registrations or notifications listed in Schedule 3 and shall continue to work with all of them in a responsible manner of "business as usual".

The Buyer shall be involved in the working process in order to make the transfer and the takeover possible and more efficient. Before the end of the Transition period the Seller shall file applications for transferring the Product registrations which belongs to the Seller to the Buyer as in accordance with this Agreement. Any Product registrations in the possession of customers of the Product shall be transferred to the Buyer when the distribution agreement with said customer(s) have been terminated. The Seller shall assist the Buyer in such automatic transfers.

After the Transition Period 1 the Buyer shall have the full responsibility for all Product marketing authorizations and Product food supplement registrations.

All documented (external), out-of-pocket costs related to the transfer of the Product marketing authorizations and Product food supplement registrations, shall be equally shared by the Seller and the Buyer and the Seller shall invoice the Buyer with fifty percent (50%) of such external costs and such invoice shall be paid with thirty (30) calendar from the invoice date.

In regard to clause 2.1.2, during the Transition Period 1 until the date Contracts 1 of Schedule 1 have formally been assigned by the Seller to the Buyer, the Seller shall assist the Buyer in the contractual relationships for all Contracts 1 of Schedule 1 and shall assist the Buyer in the Buyer's work with all of them in a responsible manner of "business as usual". The Seller shall as soon as reasonably possible, do whatever may be required to assign the Contracts 1 of Schedule 1 to the Buyer, including but not limited to sending assignment letters of the third parties of Contracts 1 of Schedule 1. However, for the avoidance doubt, clause 2.1.2 shall prevail and the Buyer shall have the benefit of such Contracts 1 of Schedule 1 from the Transfer Date and the Buyer shall at the same time assume all rights and responsibilities agreed in aforementioned contracts.

For the avoidance of doubt, any of the Contracts 1 of Schedule 1 or any Product marketing authorisations and Product food supplement registrations or notifications listed in Schedule 3 that can not be transferred to the Buyer by the Seller shall remain in the name it currently is held in, but will be indirectly transferred by the Seller to the Buyer and where no contract or agreement is in place to assign such contracts, authorisations, registrations or notifications, the Seller will undertake to establish without a doubt to all third parties involved that the Buyer has complete ownership, property and title in and full, sole control of such Assets mentioned in this paragraph.

During Transition Period 1, the Buyer shall have the right to consult the Seller in matters relating to the Product, the Business or the Assets to a reasonable extent and under reasonable conditions. At the latest one (1) month before the end of Transition Period 1, should the Buyer so wish, the Seller and the Buyer shall come to a written service agreement outlining the right of the Buyer to consult the Seller and therefore its employees after the Transition Period 1 concerning the Product, Business and the Assets and under what terms the Seller shall provide such services. The service fee shall be SEK 1'600 (one thousand six hundred Swedish kroner) for each started hour.

### 2.3 Transfer Step 2:

From the Transfer Date up to and including 31 December 2013, at any time during this time period with a notice period of thirty (30) calendar days, the Buyer has the right, but not the obligation, at its sole discretion, subject to the terms of this Agreement, to take complete ownership, property and title in and full, sole control of the following Assets in this clause 2.3, without limitation, other than provided under the terms of this Agreement, at no additional cost to the Buyer in relation to the Purchase Price for this Transfer Step 2, Assets which the Seller shall transfer with full title guarantee and free of any Encumbrance to the Buyer:

2.3.1 the benefits, rights and obligations, ownership, control and/or the assignment to the Buyer of Contracts 2 of Schedule 1;

2.3.2 the right of the Buyer to manage the Contracts 2 of Schedule 1 with no restrictions, according to how the Buyer deems best at all times in his sole discretion;

The Seller guarantees that the concerned parties involved in the Contracts 2 of Schedule 1 are informed of and their consent received, in accordance with how it is required in each contract, to the option of the Buyer to proceed with Transfer Step 2. Therefore the following is included in Schedule 1:

- Swepharm AB – signed letter of approval
- NaturpollenAxet AB – signed letter of approval

2.3.3 the Buyer shall purchase all the Stock.

The Buyer will purchase the Stock at the Seller's cost price on the day of Transfer step 2. The Stock as specified in Schedule 4, will be inventoried and re-valued on the day of Transfer step 2.



The Stock must meet the Product Specifications of Schedule 6 and Schedule 7, as applicable, and the shelf life of all the Stock must allow the Buyer to manufacture and commercialize the Products within the reasonable annual sales forecasts of the Buyer.

Until the day of Transfer Step 2 the Seller will follow its obligations stipulated in the Contracts 2 with regards to purchase of Pollen and Pollen extracts.

Should the Stock exceed the reasonable annual sales forecasts of the Buyer, the Buyer shall only be obliged to purchase such quantity of Stock that meets his reasonable annual forecasts. The remaining part of the Stock (not purchased by the Buyer) may be sold by the Seller to any third party. Before such sale of the remaining part of the Stock is expedited, the Seller shall give the Buyer the opportunity to intervene and buy the remaining part of the Stock on the same price and conditions as equivalent to the Seller's offer to the third party.

The Buyer initiates and completes Transfer Step 2 with a written notification to the Seller that the Buyer exercises its right, but not obligation, at its sole discretion, to carry out Transfer Step 2, without any further need for the Buyer to obtain any approval or signature for Transfer Step 2 from the Seller.

During a period of three (3) months from the date of Transfer Step 2 ("Transition Period 2"), the Seller shall assist the Buyer and the Buyer shall be involved in the working process in order to accomplish all applicable transfers and the overall takeover of the Assets listed under clause 2.3. During Transition Period 2, the Buyer shall have the right to consult the Seller in matters relating to the Assets listed in clause 2.3 to a reasonable extent and under reasonable conditions. At the latest one (1) month before the end of Transition Period 2, should the Buyer so wish, the Buyer shall consider the provisions of clause 10.1.

After the day of Transfer Step 2 the Stock will remain in the physical holding of the Seller, at the Seller's premises but the legal ownership including all responsibilities, rights and obligations, including insurance responsibilities etc. shall be transferred to the Buyer on the date of Transfer Step 2.

Before the end of the Transition period 2 the Buyer shall decide whether there is a need, partly or in whole, to use the storage area at the premises of the Seller or whether the Stock shall be transported to other storage locations.

If the Stock shall be transported to other storage locations the Buyer shall be solely responsible for such transport and stand all cost in that concern.

If Buyer wishes to use the storage areas at the premises of the Seller for the Stock, after the Transition period, the Parties shall before the end of the Transition period come to a written agreement regarding rental of such storage areas. The rental fee will be at a cost of 800 SEK for each square meter, per annum. The first 6 months of storage shall be free of any charge.

If the Buyer takes the option to proceed with Transfer Step 2, in accordance with 2.3., the Seller shall have the right and the obligation to purchase and the Buyer shall have the obligation to sell pollen extract, other than the Pollen extracts PIB2 and GCFem, from Serelys, at a price not higher than the actual cost price of Serelys plus a margin of 25 percent. The Seller has the right to audit by himself or via its appointed agent, the Buyer's accounting records and financial documentation to confirm the accuracy of the price. The Buyer shall provide access to the Seller or its appointed agent for this purpose within thirty (30) calendar days of a written request to the Buyer. If the Buyer can not deliver in accordance with the Seller's terms for delivery time and/or quantity and/or price, then the Seller shall have the right to buy such pollen extract from any third party.

### 3. EXCLUSIONS

For the avoidance of doubt, the following are excluded from the Transaction, explicitly as a non-exhaustive list:

- 3.1 any debts or accounts receivable of the Seller; before the Transfer Date
- 3.2 The Seller has informed the Buyer that the exclusive distribution agreement including any mutually agreed modifications or amendments between the Seller and Ginsana S.A. signed on 11 August 2011 (by Ginsana S.A.) and on 18 August 2011 (by the Seller), hereinafter the Ginsana-contract, has been terminated for the purpose of re-negotiation, with the aim to higher the price and to decrease the number of countries.
- If such new distribution agreement is agreed between the Buyer and Ginsana, then such new distribution agreement shall thereafter be a part of the Business and be included in the list of contracts under Contracts 1 of schedule 1;
- 3.3 any obligations or liabilities not mentioned in this Agreement that Seller knowingly or unknowingly had to third parties up to the Transfer Date or up to the date of Transfer Step 2, respectively;
- 3.4 any liability related to the Business that arose on or before the Transfer Date;
- 3.5 any inventory or goods that are not included in the Stock;
- 3.6 any contract or commitment taken by the Seller before the Transfer Date with either employees or third parties, which are not included in this Agreement.
- 4. PURCHASE PRICE**
- 4.1 The Purchase Price for the Business and the Assets is twenty nine million (29 000 000) SEK and shall be paid as set out in Schedule 9.
- 5. VALUE ADDED TAX**
- 5.1 The Purchase Price is exclusive of VAT.
- 5.2 The Transaction is considered by the Parties as a transaction that does not require charging VAT.
- 5.3 If the applicable government authority determines in writing that VAT is payable on the whole or any part of the Purchase Price, the Seller shall have the right to invoice the Buyer with such VAT, however, only on the condition that, in turn, the Buyer must be able to retrieve such invoiced VAT from its applicable government authority.
- 6. COMPLETION**
- 6.1 Completion in regard to Transfer Step 1 shall take place on the Transfer Date at such location as the Parties shall agree in writing.
- 6.2 On the Transfer Date the Seller shall:
- 6.2.1 execute, or procure execution of (as the case may be), and deliver to the Buyer the Business and the Assets and/or assignment thereof and the rights specified in Transfer Step 1 of clause 2.1 by way of signing this Agreement or any other documentation as may be necessary.
- 6.2.2 deliver to the Buyer:
- 6.2.2.1 possession of such of the Assets as are capable of passing by delivery, by transfer or by assignment, with the limitation that original versions of certificates or other similar documents related to the Assets, mainly the Intellectual Property, will be handed over to the Buyer, once the transfer is registered at the respective authority.
- 6.3 On the Transfer Date the Buyer shall pay the Purchase Price in accordance with Schedule 9.
- 6.4 On the Transfer Date the Parties shall sign the Exclusive Manufacturing and Supply Agreement - Finished Goods" and "Exclusive Manufacturing and Supply Agreement - Pollen Extracts.

- 6.5 Within reasonable time after the Transfer Date, the Seller shall sign all necessary documents, such as assignment letters to inform third parties, in order to transfer the Contracts of Schedule 1 to the Buyer. The Buyer shall assist the Seller in signing such documents as will formally be provided to each concerned party. When such documents have been signed the original versions of the Contracts of Schedule 1 will be handed over to the Buyer.
- 6.6 If clauses 6.1 to 6.4 are not complied with in any respect on the Completion Date, then (without prejudice to any and all rights of action it may have under the terms of this Agreement or otherwise) the non-defaulting Party may unilaterally:
- 6.6.1 defer Completion to a date not more than thirty (30) calendar days after the Completion Date (and the provisions of this clause 6.6, except for this clause 6.6.1, shall apply to the deferred Completion); or
  - 6.6.2 proceed to Completion so far as practicable; or
  - 6.6.3 rescind this Agreement by notice in writing to the defaulting Party.
- 6.7 Completion in regard to Transfer Step 2, should the Buyer decide in his sole discretion to carry it out, shall be carried out in accordance with clauses 6.1 to 6.5, with the notable exception as referenced in clause 2.3, that clause 6.3 will not apply to Transfer Step 2. However, the Buyer must buy and pay for the applicable purchase of Stock referenced in clause 2.3.3. Neither shall 6.4. apply to Transfer step 2.

## 7. WARRANTIES

The Seller warrants to the Buyer to the best of his knowledge that: the Seller is the sole owner of the Business and the Assets sold to the Buyer under clause 2.1 and 2.3 and the Seller agrees to sell to the Buyer, who accepts, with full title guarantee and free of any Encumbrance the same Business and Assets.

The Seller further declares that to the best of his knowledge no rights sold to the Buyer constitute an infringement to any third party and that no infringement of any rights of any third party has ever occurred.

The Warranties made by the Seller to the Buyer are further detailed in Schedule 8.

- 7.1 The Seller warrants to the Buyer that each of the Warranties is true and accurate in all material respects at the date of this Agreement.
- 7.2 Any Warranty qualified by the expression "to the best of the Seller's knowledge and belief" or "so far as the Seller is aware" or any similar expression shall be deemed to include knowledge, information and belief which the Seller has or which the Seller would have had if it had made all reasonable enquiries and includes the knowledge, information and belief of any person of whom it would be reasonable to make such enquiry or of whom it is stated that such enquiry has been made.
- 7.3 Each of the Warranties is separate and, unless otherwise specifically provided, is not limited by reference to any other Warranty or any other provision in this Agreement.
- 7.4 Without prejudice to the right of the Buyer to claim on any other basis or take advantage of any other remedies available to it, if any Warranty is breached or proves to be untrue, the Seller shall pay to the Buyer, at the time when the breach of Warranty is established:
- 7.4.1 the amount necessary to put the Buyer into the position they would have been in if the Warranty had not been breached or had not been untrue;
- 7.5 Any payment by the Seller for breach of any of the Warranties shall constitute SEK for SEK a repayment of and reduction in the Purchase Price.
- 7.6 The Buyer shall notify the Seller in writing of any claim made against it by a third party which may give rise to a claim for breach of Warranty as soon as reasonably practicable but any failure to give such notice shall not affect the rights of the Buyer.
- 7.7 The Seller shall notify the Buyer forthwith if it becomes aware of any fact or circumstance which constitutes or which may constitute a breach of the Warranties.

7.8 The Buyer has been given access to all material information concerning the Business which is in the possession of the Seller during a due diligence investigation carried out by the Buyer. The Buyer may not invoke as a defect circumstances which the Buyer has or could have detected at the due diligence investigation or in any other way the Buyer is aware of for any other reason.

The Seller has given the Buyer all material information, including information about the Seller's discussion with Ginsana, to the Buyer and the Seller guarantees that the above mentioned information is in all material aspects true and correct. The Seller's guarantees that the Seller has informed the Buyer of all material agreements concerning the Business.

If the Buyer claims damages due to breach of this warranty, then the Seller must prove that all material information has been available for the Buyer in the Buyer's due diligence investigation.

7.9 The Seller is responsible for incorrect information provided by him only if the Seller knew of such incorrectness and that the incorrect information has caused the Buyer material damage.

7.10 No claim in relation to any breach of any of the Warranties shall be made to the Seller by or on behalf of the Buyer:

in relation to any breach of any of the Warranties, after the expiry of the period of two(2) years after the Transfer Date or the date of Transfer Step 2, if applicable, respectively;

7.11 The Buyer shall not be entitled to invoke any remedy because of breach of the Warranties unless he makes his claim in writing no later than thirty (30) days after such breach has been discovered or should have been discovered.

7.12 The Seller shall have no liability in respect of any claim by the Buyer under the Warranties unless such claim:

7.12.1 equals or exceeds, SEK 75'000 (seventy five thousand Swedish krona/SEK); and

7.12.2 would, when aggregated with all other such claims against the Seller, equal or exceed SEK 750 000(seven hundred and fifty thousand SEK) in which case the whole amount (and not just the amount by which the limit in this clause 7.11.2 is exceeded) is recoverable by the Buyer however, up to a maximum recoverable amount of ten million (10 000 000) SEK.

## 8. CONTRACTS

8.1 Subject to clause 8.2, with effect from the Transfer Date the Buyer shall perform and fulfil Contracts 1 of Schedule 1 on its own account in substitution for the Seller.

Should the Buyer decide, in its sole discretion, to exercise its right to carry out Transfer Step 2, with effect from the date of Transfer Step 2 the Buyer shall perform and fulfil Contracts 2 of Schedule 1 on its own account in substitution for the Seller.

8.2 Notwithstanding clause 8.1, the Seller shall remain liable in respect of all goods, services and Assets supplied by or to it before the Transfer Date or the date of Transfer Step 2, if applicable, respectively, pursuant to the Contracts concerned or any commitment taken by the Seller and shall indemnify the Buyer against any act or omission of the Seller prior to the Transfer Date or the date of Transfer Step 2, if applicable, respectively, in relation to any of the Contracts or any commitment taken by the Seller.

8.3 At the request of the Buyer the Seller shall give reasonable assistance free of charge to the Buyer to enable the Buyer to enforce each of the Contracts against the other third party or third parties to the respective Contract(s). The provision of this Clause 8.3 shall extend until Completion of Transfer Step 2.

## 9. DEFECTIVE GOODS

The Buyer shall satisfy all legally valid claims which may be made against the Seller (and which are notified in writing to the Buyer together with appropriate evidence as to their

validity) or against the Buyer for the repair or replacement of, or for reimbursement of the price of, defective goods sold by the Seller prior to the Transfer Date or date of Transfer Step 2, if applicable, respectively, and the Seller shall in any such case reimburse to the Buyer the cost to the Buyer of performing its obligations under this clause 9. The responsibility of the Seller regulated in this clause 9 shall be limited to the responsibility expressly stated in each contract (Contracts 1 or Contracts 2 of Schedule 1) regulation the supply or the sale of goods.

10. **ASSISTANCE**

10.1 Should the Buyer in its sole discretion choose to exercise its right, but not obligation, to carry out Transfer Step 2 referenced in clause 2.3, the Buyer shall have the right, but not the obligation to request and by the Seller obtain assistance in form of R&D expertise and any other form agreed between the Seller and the Buyer up to a maximum of 80 (eighty) hours per month and for a fee of 1 600 (one thousand six hundred) SEK per hour. In this case, a service agreement shall be signed between the Seller and the Buyer to cover the provisions of this clause 10.1.

10.2 For the avoidance of doubt, the Buyer shall not have the right nor the obligation to take over any other employees from the Seller, whether on a full-time or part-time basis.

11. **CONFIDENTIAL INFORMATION AND USE OF NAMES**

11.1 With effect from Completion, the Seller shall, and shall procure that each Affiliate, person, employee, agent, consultant and adviser of the Seller's Group shall, keep secret and confidential all Confidential Information which relates to, or is used in, the Business and shall not use nor disclose to any person or third party any such Confidential Information.

11.2 The obligations of confidentiality in this clause shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement or which the Seller receives from a third party independently entitled to disclose it or which the Seller is required by law or regulatory authority to disclose, however, in relation to the latter, not before the Seller has notified the Buyer in writing and as far as possible has provided the Buyer with an opportunity to respond to the Seller or directly to such third party or authority in question and/or take action directly, but not with an implied obligation thereof, in regard to such disclosure.

11.3 The Seller shall not at any time after Completion use in connection with any trade or business any corporate name, trade name, logo, domain name or e-mail address which is confusingly similar to "FEMAL" or to any corporate name, trade name, logo, domain name or e-mail address which is confusingly similar to any corporate name, trade name, logo, domain name or e-mail address used by the Seller in connection with the Business, at any time during the period of 5 years before Completion.

11.4 The Buyer and the Seller, respectively, undertake to respect and in all aspects submit to the provisions in the existing secrecy agreement concluded between the Seller and the Buyer on 21 May, 2012, during a period of five (5) years from the Transfer Date. Either the Seller or the Buyer shall not reveal any disclosed information regarding the other party's company and business with the exception that the Buyer may freely use such information which is included or concerns the Buyer's purchase of the Assets and which the Buyer needs to disclose within its work to carry out the Business after the Transfer Date.

12. **NON-COMPETITION**

12.1 The Seller covenants with the Buyer and its Affiliates that it will not directly or indirectly and whether alone or in conjunction with, or on behalf of or by way of assistance to, any other person:

12.1.1 that the Seller shall not under any circumstance carry out any activity, including but not limited to production, research, sale, promotion, purchase or other commercial activity, which is directly or indirectly competing with the Products or any other products based on pollen extract within the Field for a period of ten (10) years after the Transfer date, but with the exception as stated in clause 12.1.3 (LUTS). ;

12.1.2 that the Seller, should the Buyer, at its sole discretion, but not the obligation, subject to the terms of this Agreement, decide to carry out Transfer Step 2,

shall not under any circumstance carry out any activity, including but not limited to production, research, sale, promotion, purchase or other commercial activity, which is directly or indirectly competing with any other products based on pollen extract outside the Field, excluding the products listed in clause 12.1.3 below, for a period of ten (10) years after the date of Transfer Step 2.

12.1.3 The Buyer undertakes to not carry out any activity which is directly competing with products based on or containing pollen and/or pollen extracts, for the treatment of LUTS. If the Buyer decides to engage in activities in the field of LUTS products, then the Seller shall provide the Buyer with information regarding the Seller's studies and development of a LUTS product. The Buyer shall – upon receipt of abovementioned information – have three (3) months to decide whether to start marketing such LUTS products (i.e. introducing such products in its product portfolio) or not. If the Buyer – after examining the information provided by the Seller – decides to start marketing such product, then the Buyer shall reimburse the Seller with 50 (fifty) per cent of the documented development costs for such product and shall enter into an agreement with the Seller in accordance to which the Seller shall be the exclusive manufacturer of said product. Information provided by the Seller to the Buyer as described above shall be confidential information and, thus, treated as a secret covered by the Parties secrecy agreement mentioned in clause 11.4.

12.2 The Seller's undertaking of non-competition in accordance with clause 12.1 above shall be in force as long as the Parties' agreement on manufacturing of finished Products ("Manufacturing Agreement Finished Products") is in force. If the Buyer does not renew the Manufacturing Agreement Finished Products after the starting term of five years, then the Seller's undertaking in clause 12.1 shall be deleted, declared void and, thus, no longer in force.

12.3 Each of the undertakings in clause 12.1 is:  
considered by the Parties to be reasonable;

Accordingly, if any restriction is found to be unenforceable, but would be valid if any part of it were deleted or the period or area of application reduced, the restriction shall apply with such modifications as may be necessary to make it valid and enforceable.

### 13. SUCCESSORS

The provisions of this Agreement shall be enforceable and enure for the benefit of any successor in title to the Business or any of the Assets.

### 14. WHOLE AGREEMENT

14.1 This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any arrangements, understanding or previous Agreement between them relating to the subject matter they cover.

14.2 Nothing in this clause 14 operates to limit or exclude any liability for fraud.

### 15. WAIVER

15.1 Any waiver is only effective if it is in writing and such waiver applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.

15.2 A Party which gives a waiver in relation to one Party, or takes or fails to take any action against that Party, does not affect its rights in relation to any Party or third party, if applicable.

15.3 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.

15.4 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

15.5 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

16. **PROVISIONS SURVIVING COMPLETION**

Any provision of this Agreement and any other documents referred to in it and any matter contemplated thereby which is capable of being performed after but which has not been performed at or before Completion and all Warranties and covenants and other undertakings contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Completion.

17. **GOVERNING LAW AND JURISDICTION**

This Agreement and any disputes or claims arising out of or in connection with its subject matter (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed in full and final judgment as follows:

If the Seller is the defendant Party the dispute shall be finally settled by the authorized court of Sweden, and the Agreement shall be considered to be constructed under the laws of Sweden.

If the Buyer is the defendant Party the dispute shall be finally settled by the authorized court of Monaco, and the Agreement shall be considered to be constructed under the laws of Monaco.

18. **COUNTERPARTS**

This Agreement may be executed in 2 (two) counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.

19. **COSTS**

Except where otherwise stated, each Party shall pay its own costs in relation and incidental to this Agreement and its subject-matter.

20. **SEVERANCE**

20.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

21. **PUBLICITY**

21.1 The Parties shall jointly forthwith upon Completion make or procure to be made announcements to the customers and suppliers of the Business, including but not limited to clause 2.1.2 on the Transfer Date; including but not limited to clause 2.3.1 on the date of Transfer Step 2. Either Party shall make no official announcements regarding the terms and conditions of this agreement, for example – but not limited to – the Purchase Price, Non-competition clause etc. of the Buyer's acquisition of the Business without the other Party's prior written approval. The Parties may freely communicate to the market in general terms about the Buyer's acquisition of the Business, however shall in any respect and honour its undertakings in the Parties' secrecy agreement described in clause 11.4.

22. **NOTICES**

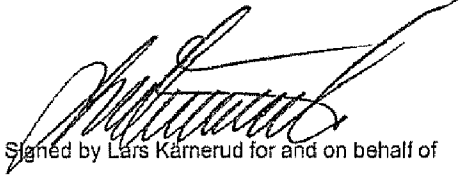
22.1 Any Notice relating to this Agreement shall be in writing sent by registered post or recorded delivery to the address of the Party to be served given herein or such other address as may be notified for this purpose.

22.2 Any such Notice shall be deemed to have been served three (3) working days after despatch.

22.3 To prove the Notice has been sent, it shall be sufficient to prove that such registered post or recorded delivery was properly stamped, addressed and placed in the post or with the

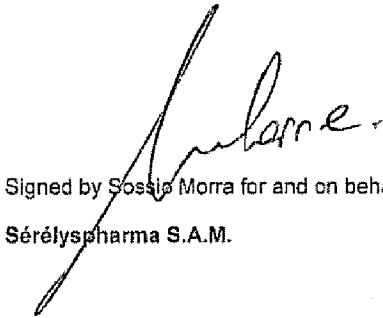
courier.

**SIGNED** by or on behalf of the Parties the day and year first before written.



Signed by Lars Kämerud for and on behalf of

**Natumin Pharma AB**



Signed by Sossia Morra for and on behalf of

**Sérélyspharma S.A.M.**



SCHEDULE 1

**Contracts**

**Contracts 1**

Distribution and royalty agreements:

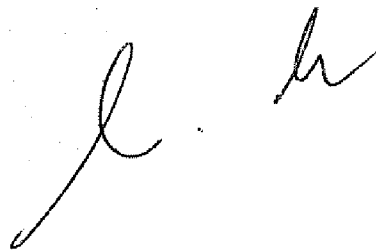
See enclosed list 2 pages attached + certification from Meda

**Contracts 2**

Supply Contracts:

See enclosed 1 page attached

Letters of Approval as stipulated in clause 2.3.2 of the Agreement are enclosed to the list of Contracts 2.

A handwritten signature in black ink, consisting of a large, stylized initial 'L' followed by a smaller, more complex signature.

# SCHEDULE 1

**CONTRACTS 1**  
CONTRACTUAL PARTY

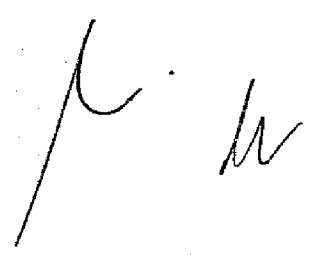
CONTRACTUAL PARTY	AGREEMENT	SIGNED ON	VALID UNTIL	COUNTRY	COMMENTS
Alcort Pharmaceutical Pte	Exclusive Distribution Agreement	May 10, 2009	December 31, 2014	SINGAPORE	The contract will be transferred to the extent it concerns the product Femal New agreement under negotiation.
Reopanax d.o.o. Bepanox d.o.o.	Exclusive Distribution Agreement Amendment to Excl. Dist. Agree.	MAY 10, 2005 August 12, 2005	December 31, 2014 December 31, 2014	YUGOSLAVIA	To add Albania in the Territory
Reopanax d.o.o. / Swedish Line Healthclub	Exclusive Distribution Agreement	October 1, 2009	December 31, 2014	SERBIA	The contract will be transferred to the extent it concerns the product Femal
Finnex d.o.o.	Exclusive Distribution Agreement	February 7, 2012	December 31, 2017	SERBIA	The contract will be transferred to the extent it concerns the product Femal
Meda OTC AB (former Antula Healthcare AB)	License and Supply Agreement	March 3, 2010	5 years after date of expiration of the Patents		Trade mark FEMAL and Femal Italians in the Nordic countries
Meda OTC AB (former Antula Healthcare AB)	Trade mark transfer agreement	March 3, 2010			
Meda OTC AB (former Antula Healthcare AB)	Revised annex TM transfer agreement	October 8, 2010			
Meda OTC AB (former Antula Healthcare AB)	Transfer of MAH	March 16, 2010			
Meda OTC AB (former Antula Healthcare AB)	Amendment to License and Supply Agree.	May 21, 2012	5 years after date of expiration of the Patents		To add Femal Forta 60/120
Medica Clinical Nord Holding AB	Manufacturing agreement	June 18, 2012	December 31, 2017		
Medrex Pharma Ltd	Exclusive Distribution Agreement	April 8, 2011	December 31, 2016	Portugal	
ONGEMDS Corp	Exclusive Distribution Agreement	April 7, 2009	December 31, 2015	PHILIPPINES	The contract will be transferred to the extent it concerns the product femal
Piasta Pharma	Exclusive Distribution Agreement	October 4, 2012	December 31, 2015	ITALY	New agreement in Italy after termination of Labropanax
PT Pharos Indonesia Ltd	Exclusive Distribution Agreement	December 10, 2009	December 31, 2015		Payment conditions
PT Pharos Indonesia Ltd	Supplement Distribution Agreement	December 26, 2009	December 31, 2015		Authorization to register the product
PT Pharos Indonesia Ltd	Letter of authorization	November 3, 2010	December 31, 2015	INDONESIA	
Qinjida	Exclusive Distribution Agreement	April 6, 2009	December 31, 2014		The contract will be transferred to the extent it concerns the product Femal
Qinjida	Supplement agreement	June 18, 2012	December 31, 2014		To add Femal
SERELVPHARMA	Exclusive Distribution and patent rights agreement	July 20, 2009	Valid for an indefinite period of time	France	
	Amendment n°1 to Excl. Dist. Agree.	July 6, 2010	December 31, 2015	USA	
	Addendum to amendment n°1	February 7, 2011	December 31, 2015	USA, MEXICO, CANADA	
	Amendment n°2 to Excl. Dist. Agree.	February 15, 2011	December 31, 2015	GERMANY	
	Amendment n°4 to Excl. Dist. Agree.	July 4, 2012	December 31, 2016	SPAIN	



CONTRACTUAL PARTY	AGREEMENT	SIGNED ON	VALID UNTIL	COUNTRY	COMMENTS
Setia Kombinas Sdn Bhd	Exclusive Distribution Agreement	June 6, 2009	December 31, 2014	Malaysia	The contract will be transferred to the extent it concerns the product Femal
Soraya S.A. Soraya S.A.	Exclusive Distribution Agreement Trade mark assignment	January 11, 2010 January 11, 2010	December 31, 2019	POLAND	Trade mark FEMAL in Poland
Springwell International Co. Ltd Springwell International Co. Ltd Springwell International Co. Ltd	Exclusive Distribution Agreement Transfer of agreement Partial termination	August 8, 2008 November 24, 2008 July 7, 2009	December 31, 2013	TAIWAN & HONG KONG	Transfer of Excl. Dist. Agree. From Easy Health to Springwell To exclude Singapore from the Territory, due to new cooperation with Alcare.
Veritas Ltd	Exclusive Distribution Agreement	June 18, 2007	Valid but renewal years is not indicated in the contract - to be negotiated	JAPAN	The contract will be transferred to the extent it concerns the pollen extract P82 and ECFem
	Distribution agreement			CHINA	Mutual understanding, not yet in writing, to launch the product Femal/Femallex in China

### Other undertakings

Horn Singh



## Certification

Natumin Pharma AB, organization number SE556474-774801 and Meda OTC AB, organization number 556529-4773, have on March 3, 2010 concluded an agreement, hereinafter the Agreement and on certain dates thereafter also concluded supplement agreements to the Agreement, hereinafter the Supplement agreements, all attached hereto in Appendix 1 and together referred to as the Agreements.

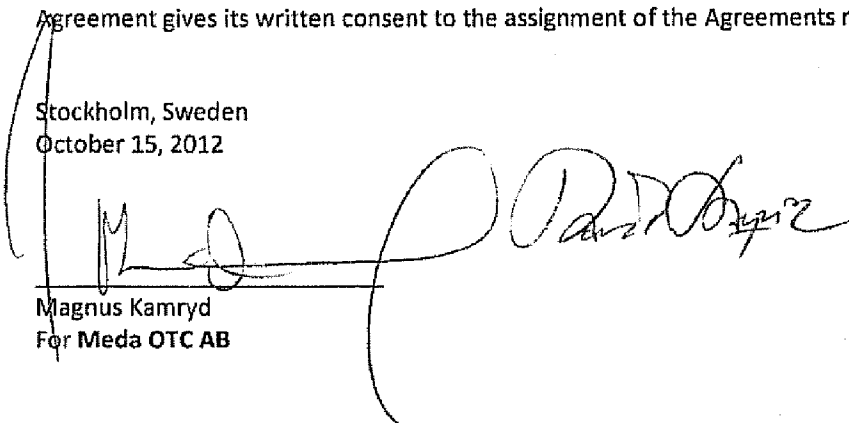
Meda OTC AB does hereby declare that Meda OTC AB has been Informed that Natumin Pharma AB will assign the Agreements to the company:

**Serelys Pharma S.A.M**

Immeuble le Triton 5 rue du Gabian, 98000 Monaco,  
VAT-number: 741 E 12735

Meda OTC AB does further declare that Natumin Pharma AB has informed Meda OTC AB in accordance with the Agreement and that Meda OTC AB hereby in accordance with clause 18 in the Agreement gives its written consent to the assignment of the Agreements referred to above.

Stockholm, Sweden  
October 15, 2012



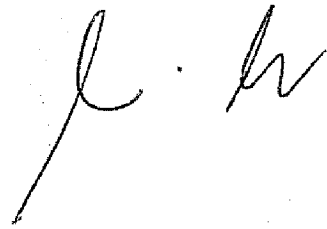
Magnus Kamryd  
For Meda OTC AB

# SCHEDULE 1

<b>CONTRACTS 2</b> CONTRACTUAL PARTY	AGREEMENT	SIGNED ON	VAUD UNTIL	COMMENTS
Naturpollen Axet AB Svepharm AB	Supply/Delivery Agreement Production Agreement	December 16, 2009 July 1, 2009	March 31, 2015 July 1, 2016	Supplemental agreement under negotiation

Copies of letters of consent attached hereto :

- a) Naturpollen Axet AB
- b) Svepharm AB



## LETTER OF CONSENT

Natumin Pharma AB, organization number 556474-7748, hereinafter Natumin and Swepharm AB, organization number 556576-0930, hereinafter Swepharm, have on July 1, 2009 concluded an agreement, attached hereto in Appendix 1, hereinafter the Agreement.

Swepharm AB does hereby declare that Swepharm has been informed that Natumin Pharma will enter into a contract with:

Serelys Pharma S.A.M  
Immeuble le Triton 5 rue du Gabian, 98000 Monaco,  
VAT-number: FR68000078427, hereinafter Serelys,

in which Serelys has an option to acquire the Agreement. The option will be valid until 2013-12-31 and may be realized after 30 days notice from Serelys to Natumin.

Swepharm does further declare that Natumin Pharma has informed Swepharm in accordance with the Agreement and that Swepharm hereby in accordance with clause 11 in the Agreement gives its written consent to the possible assignment of the Agreement referred to above.

The assignment will be effective and valid against Swepharm upon Swepharm's receipt of Serelys's and Natumin's written confirmation of the assignment including also Serelys's acceptance of the terms of the Agreement without any amendment other than expressly accepted by Swepharm in writing.

The parties recognize that there is a difference between the formula in the Agreement's attachment 2 and the results actually obtained, and attachment 2 in the Agreement will be revised and corrected before any assignment of the Agreement. No assignment to Serelys may be effectively made until Swepharm and Natumin have agreed on such revisions and corrections.

This Letter of Consent shall be governed by Swedish law and any dispute, controversy or claim arising out of or in connection with this Assignment and Guarantee, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce, as further set out in the Agreement.

Habo, Sweden, 2013-01-30

  
Gösta Lilius

For Swepharm AB

Habo, Sweden, 2013-01-30

  
Lars Kärrerud

For Natumin Pharma AB

  
1(1)

## Certification

I, in capacity of owner and CEO of Naturpollen Axet AB, with organization number 556792-2777, hereby declare that Naturpollen Axet AB has been informed that Natumin Pharma AB, with organization number 556474-7748, will assign the agreement concluded between Naturpollen Axet AB and Natumin Pharma AB on December 16, 2009, attached hereto in Appendix 1, including all its rights and obligations therein, hereinafter the Agreement, to the company:

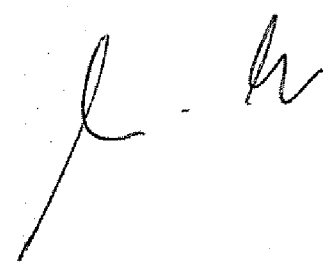
**Serelys Pharma S.A.M**  
Immeuble le Triton 5 rue du Gabian, 98000 Monaco,  
VAT-number: 741 E 12735

Naturpollen Axet AB also declares that Natumin Pharma AB has informed Naturpollen Axet AB in accordance with clause 13 in the Agreement.

Höganäs, Sweden  
October 15, 2012



Jan Trulsson  
For Naturpollen Axet AB



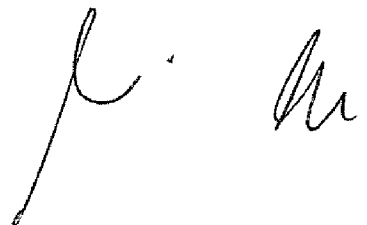
SCHEDULE 2

**Intellectual Property**

Registered intellectual property and applications to register:

- Patents
- Trademarks

2 pages attached

Two handwritten signatures in black ink, one on the left and one on the right, positioned above the footer text.



SCHEDULE 2

Intellectual Property

PATENTS

	Application no	Patent no	Designated states	Validated states	Abstract	Holder
FEMAL	10/184,060	6669967	USA		'Method for treatment of ...(pms + menopause)	Natumin Pharma AB
FEMAL	09/942967	6569471	USA		'Method for treatment of ...(pms + menopause)	Natumin Pharma AB
FEMAL	20030988	330691	Norway		'Use of a composition...(peri and post menopause)	Natumin Pharma AB
FEMAL	2002-522917	4896354	Japan		'Use of a composition...(peri and post menopause)	Natumin Pharma AB
FEMAL	P-360652	PAT 202468	Poland		'Use of a composition...(peri and post menopause)	Natumin Pharma AB
FEMAL	PCT/SE01/01849				'Use of a composition...(irritability)	Natumin Pharma AB
FEMAL	01961555.8	1313493	EPO		'Use of a composition...(irritability)	Natumin Pharma AB
FEMAL	01961555.8	1313493		Sweden		Natumin Pharma AB
FEMAL	01961555.8	1313493		Great Britain		Natumin Pharma AB
FEMAL	200300882-8	95144	Singapore		'Use of a composition...(irritability)	Natumin Pharma AB
FEMAL	2420823		Canada		'Use of a composition...(irritability)	Natumin Pharma AB
FEMAL	2001282814	2001282814	Australia		'Use of a composition...(irritability)	Natumin Pharma AB
FEMAL	PCT/SE01/01848				'Use of a composition...(edema)	Natumin Pharma AB
FEMAL	1963652.1	1313496	EPO		'Use of a composition...(edema)	Natumin Pharma AB
FEMAL	1963652.1	1313496		Sweden		Natumin Pharma AB
FEMAL	1963652.1	1313496		France		Natumin Pharma AB

SCHEDULE 2

FEMAL						Germany		Natumin Pharma AB
FEMAL						Great Britain		Natumin Pharma AB
FEMAL	2001284581	2001284581		Australia			'Use of a composition...(edema)	Natumin Pharma AB
FEMAL	2420906			Canada			'Use of a composition...(edema)	Natumin Pharma AB
FEMAL	200300881-0	95143		Singapore			'Use of a composition...(edema)	Natumin Pharma AB

Intellectual Property

TRADEMARKS

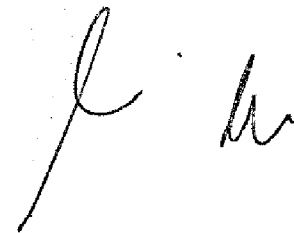
Trade mark	Trade mark no	Country	Class	Status	Comments	Holder
FEMAL	839674	Australia	5, 29	Granted		Natumin Pharma AB
FEMAL	TMA 560840	Canada	5	Granted		Natumin Pharma AB
FEMAL	218266	Ireland	5, 29	Granted		Natumin Pharma AB
FEMAL	730176	MAP(DE, GB, HU, PL)	5, 29	Granted	Poland - assigned to Soraya according to agreement	Natumin Pharma AB
FEMAL	924886	Italy	5, 29	Granted		Natumin Pharma AB
FEMAL	654956	Mexico	5	Granted		Natumin Pharma AB
FEMAL	677777	Mexico	29	Granted		Natumin Pharma AB
FEMAL	M008821	Malaysia	29	Granted		Natumin Pharma AB
FEMAL	M008820	Malaysia	5	Granted		Natumin Pharma AB
FEMAL	660686/660687	New Zealand	5, 29	Granted		Natumin Pharma AB
FEMAL	154092	Poland	5	Granted	Assigned to Soraya according to agreement	Natumin Pharma AB
FEMAL	T00/12066C	Singapore	5	Granted		Natumin Pharma AB
FEMAL	T00/12067A	Singapore	29	Granted		Natumin Pharma AB
FEMAL	2640358	USA	5	Granted		Natumin Pharma AB

SCHEDULE 3

**Product Marketing Authorisations  
Product Food Supplement Registrations/Notifications**

- Marketing Authorisations
- Food Supplement Registrations

3 pages attached

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a smaller, less distinct signature.

**SCHEDULE 3**  
**PRODUCT MARKETING AUTHORIZATIONS**

Traditional Herbal Medicinal Product

Trademark	MAH	Country	Procedure Ref. No.	ASMF No.*	Status
Amifemme	Natumin Pharma AB	Sweden	Not received yet	PI 82 116:2011/506611 GC Fem 116:2011/506608	Submitted 3 Oct. 2012 Pending
Femal Balans Forte	Meda OTC	Sweden	MT 46175 Aspnr 2011-0465	PI 82 116:2011/506611 GC Fem 116:2011/506608	Approved
Femal Balans	Meda OTC	Norway	Not received yet	Not received yet Version 1 of ASMF for PI82 and GCFem submitted	Submitted May 2011 Pending
Femal Balans	Meda OTC	Finland	Not received yet	Not received yet Version 1 of ASMF for PI82 and GCFem submitted	Submitted May 2011 Pending
Femal Balans	Meda OTC	Denmark	1103336	Not received yet Version 1 of ASMF for PI82 and GCFem submitted	Refused January 2011
Séréllys	Séréllys Pharma	France	Not received yet	PI82: 2011-063 GCFem: 2011-062 Version 1 of ASMF for PI82 and GCFem submitted	Submitted April 2011 Pending
Femal, Filmtabletten	Ginsana	Switzerland	Gesuchs-ID: 96230	Not received yet Version 1 of ASMF for PI82 and GCFem submitted	Submitted Jan. 2012 Pending

\*Natumin Pharma AB is the Active Substance Master File (ASMF) holder.

**SCHEDULE 3**  
**PRODUCT FOOD SUPPLEMENT REGISTRATIONS**

*Food supplement and Traditional Medicine*

COUNTRY	CUSTOMER	TRADEMARK	REGULATORY STATUS
<b>EUROPE</b>			
Denmark	Meda OTC	Femal Balance	Food supplement
Norway	Meda OTC	Femal Balance	Food supplement
Finland	Meda OTC	Femal Balans	Food supplement
Luxemburg	Sérélys Pharma	Sérélys	Food supplement
France	Sérélys Pharma	Sérélys	Food supplement
Belgium	Sérélys Pharma	Sérélys	Food supplement
Iceland	Heilsa	Femal	Food supplement
Poland	Cederroth/Soraya	Femal	Food supplement
Serbia	Beopanax	Femal	Food supplement
Bosnia	Beopanax	Femal	Food supplement
Montenegro	Beopanax	Femal	Food supplement
Macedonia	Beopanax	Femal	Food supplement
Croatia	Beopanax	Femal	Food supplement
San Marino*	Labropanax	Femal	Food supplement
Slovenia*	Beopanax	Femal	Food supplement
Italy	Labropanax/Pizeta	Femal	Food supplement
Germany	Sérélys Pharma	Sérélys	Food supplement
Portugal	Medirex	Femal	Food supplement
Kosovo	Beopanax	Femal	Food supplement
<b>ASIA</b>			
Japan	Veritas	Haxvana/Max Pollen	Food supplement
Hong Kong	Springwell	Fleur	Food supplement
Taiwan	Springwell	Fleur	Food supplement
Singapore	Alcare	Femal	Food supplement
Malaysia	Setia	Femal	Traditional medicine
China*	Horng Shing	Femaflex	Food supplement
Philippines*	One IMDS	Femal	Traditional medicine
Indonesia*	PT Pharos	Femal	Traditional medicine
<b>S/N AMERICA</b>			
Canada	Flora	Femal	Food supplement
USA	Flora	Femal	Food supplement
<b>AFRICA</b>			
Algeria	Sérélys Pharma	Sérélys	Food supplement
<b>ROW</b>			
Russia	Beopanax/Swedish Line	Femal	Food supplement
Ukraine*	Finnex	Femal	Food supplement
Belarus*	Finnex	Femal	Food supplement
Kazakhstan*	Finnex	Femal	Food supplement
Azerbaijan*	Finnex	Femal	Food supplement
Georgia*	Finnex	Femal	Food supplement
Armenia*	Finnex	Femal	Food supplement
Uzbekistan*	Finnex	Femal	Food supplement
Moldova*	Finnex	Femal	Food supplement
Product registration in progress			

7/3

### SCHEDULE 3

Distributors with 'Gentleman's agreement' or under negotiation			
China	Hong Shing	Femaflex	Food supplement
China	Wincom	Femal	Food supplement

*[Handwritten signature]*

#### SCHEDULE 4

Seller's Current Stocks at the date of December 31 2012.  
*If the Buyer takes the option to buy the Stock in accordance with the Agreement the Stock shall be inventoried and re-valued at the day of Transfer Step 2.*

Stock of 2012-12-31

		Prices of Stock at Seller's Current Cost Prices	Seller's Current Stocks in Kg
		SEK / Kg	
Rye pollen	Secale cereal pollen	339,00	24 535
Cocksfoot pollen	Dactyloglomerata pollen	599,00	1 643
Corn pollen	Zea mays pollen	537,00	1 260
Corn pistils	Zea mays pistils	2 000,00	252,0
Pine pollen	Pinussylvestris pollen	448,00	17,0
PI82 (Swepharm)	Finished extract	901,00	3 830
GCFem (Swepharm)	Finished extract	1 023,00	649,0
PI82 (Allergon)	Finished extract	1 480,00	1 350,0
GC Fem (Allergon)	Finished extract	1 240,00	493,0
Pollen premix corn (SwePharm)		3 787,00	59,2

**Commitment during 2013:**

**From Natur Pollen Axet AB:** Rye pollen, 3 750 Kg and Cocksfoot pollen, 750 Kg

**From SwePharm,** for the period 2012-07-02–2013-07-01, 7 000 kg and for the period 2013-07-02–2014-07-01, 8 000 kg.

**From Waldland,** Additional to buy to fulfil the agreement is 1 980 Kg for a total cost of EUR 118 800 of which the Seller has made an advance payment of EUR 40 000.

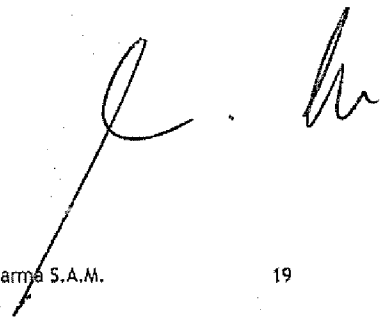
Remaining stock on the day of Transfer Step 2, depends on the sale of the Buyer during the period up to December 31, 2013

SCHEDULE 5

**Sales Statement by Seller**

**Sales made in period 1st August 2011 to 31st July 2012 SEK**

1 page attached

A handwritten signature in black ink, appearing to be 'C. h.', is located in the lower right quadrant of the page. The signature is written in a cursive style with a long, sweeping underline.



Sales Statement by Seller, conducted by the Buyer and revised by the Seller  
 Sales made in period 1st august 2011 to 31st july 2012 In sek

SCHEDULE 5

Product	Unit Price (sek)**	Units	Turn over (sek)
*) many prices are in an other value. Prices are depending on the exchange rate.			
<b>Sérélys Pharma</b>			
Sérélys 60 FR	35,43	261 661	9 270 649,23
Sérélys 20	14,19	163 580	2 321 200,20
Sérélys 60 BE	35,43	15 056	533 434,08
Sérélys 60 DZ	30,10	2 789	83 948,90
Sérélys 60 DE	32,68	33 611	1 098 407,48
<b>Total</b>			<b>13 307 639,89</b>
<b>Beopanax</b>			
Femal 60	43,00	10 015	430 645,00
Femal 40	30,10	15 047	452 914,70
<b>Total</b>			<b>883 559,70</b>
<b>Medirex</b>			
Femal 60	47,30	5 016	237 256,80
<b>Total</b>			<b>237 256,80</b>
<b>Cederoth Polska</b>			
Femal 40	26,00	15 926	414 076,00
<b>Total</b>			<b>414 076,00</b>
<b>Veritas Ltd</b>			
Poibax extract	2 560,00	200	512 000,00
GC Fem	2 320,00	50	116 000,00
Femal 60	50,00	192	9 600,00
<b>Total</b>			<b>637 600,00</b>
<b>Meda/Antula Healthcare AB</b>			
Femal 120 tabi	41,50	26 742	1 109 793,00
Femal 60	41,50	5 004	207 666,00
Femal 120	78,00	10 002	780 156,00
Femal balans Forte 60	41,50	30 024	1 245 996,00
<b>Total</b>			<b>3 343 611,00</b>
<b>Labropanax Srl</b>			
Femal 60	43,00	5 003	215 129,00
<b>Total</b>			<b>215 129,00</b>
<b>Panacea</b>			
Femal 60	45,15	152	6 862,80
<b>Total</b>			<b>6 862,80</b>
<b>Nativa</b>			
Femal 60	39,65	5 016	198 884,40
Femal 20	16,17	5 016	81 108,72
<b>Total</b>			<b>279 993,12</b>
<b>Aicare Pharmaceuticals</b>			
Femal 60	45,15	4 028	181 864,20
<b>Total</b>			<b>181 864,20</b>
<b>Rifarma (lituanie)</b>			
Femal 60	43,00	304	13 072,00
<b>Total</b>			<b>13 072,00</b>
<b>Setia</b>			
Femal 60	48,50	951	46 123,50
<b>Total</b>			<b>46 123,50</b>
<b>Total</b>			<b>19 566 788,01</b>

SCHEDULE 6

**Product Specifications (Finished Product)**

- Femal / Serelys finished pack of 12 tablets INT 12
- Femal / Serelys finished pack of 20 tablets INT 20
- Femal / Serelys finished pack of 40 tablets INT 40
- Femal / Serelys finished pack of 60 tablets INT 60
- Femal / Serelys finished pack of 120 tablets INT 120
- Femal / Serelys Bulk tablets

1 page attached

SCHEDULE 6



PRODUCT INFORMATION

Page 1 (1)

PRODUCT: FEMAL<sup>®</sup> Tablet  
Article no.: 53011-000-100  
Document no.: PIN1012 Version: 05  
Date: 04-03-2010

**GENERAL** Femal is a light yellow to beige tablet containing 160 mg pollen/pollen-pistil extract (PI82/GCFEM).

**INDICATION** Reducing menopause symptoms and pre-menstrual syndrome (PMS).

**DOSAGE FORM** Tablet

**ACTIVE INGREDIENTS** Pollen / pollen-pistil extract PI82-GCFEM 160 mg/tablet.

**EXCIPIENTS** *Bulking agent; Isomalt, Microcrystalline cellulose  
Emulsifier; Polysorbate 20  
Stabiliser; Maltodextrin, Spray dried Acacia, Fish gelatin  
Anti-caking agent; Hydrogenated cottonseed oil, Colloidal anhydrous silicon dioxide, Calcium silicate  
Antioxidant; d- $\alpha$ -tocopheryl acetate  
Glazing agent; Shellac, Talo*

**DOSAGE** Recommended dosage:  
2 tablets daily during the first two months. Thereafter the dosage can be adjusted to 1 tablet daily.

**PACKAGE** Blister pack in aluminium/aluminium.  
60 tablets (3 blisters of 20 tablets) in a paper box, with insert.

**SHELF LIFE** 3 years.

**STORAGE** Store in a dry place in room temperature.

Revision history		
Revision	Revision Date	Description of Revision
01	03-03-2004	Initial Release
02	12-08-2009	Addition of excipients, change of dosage and change of packaging
03	08-12-2009	Correction of excipients list
04	10-02-2010	Clarification of vitamin E amount. Correction of dosage.
05	04-03-2010	Tocopheryl declared as antioxidant instead of vitamin

Issued by: *Jennie Sandström*  
Date: *04 March - 2010*

*Jennie Sandström*  
Jennie Sandström  
QC Manager

SCHEDULE 7

Product Specifications (Pollen Extracts)

- PI82
- GC Fem

2 pages attached

SCHEDULE 7



**SPECIFICATION**

Page 1 (1)

**PRODUCT:** GC FEM POLLEN EXTRACT  
**Article No.:** 800044  
**Document No.:** SN1051 **Version:** 05  
**Date:** 21-06-2012

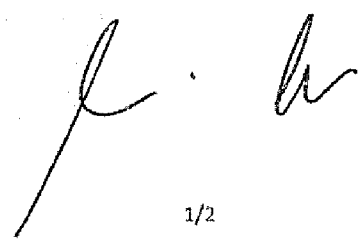
PARAMETER	Limits	Method
Appearance	Light yellow powder	Visual
Identification LC-QTOF	Conforms to method	Q&Q 204 Ph. Eur 2.2.29 <sup>a</sup> Ph. Eur 2.2.43 <sup>a</sup>
Moisture content	NMT 8%	Ph. Eur 2.5.32 <sup>a</sup>
Ash content	NMT 10%	Ph. Eur 2.4.16 <sup>a</sup>
Loss on drying	NMT 15%	Ph. Eur 2.8.17 <sup>a</sup>
Amino acids	NLT 53 g/kg	Ltd.AA.0A.01 SS-EN ISO 13903 Ph. Eur 2.2.56 <sup>a</sup>
Arsenic (As)	NMT 3.0 mg/kg	Ph. Eur 2.2.58 <sup>a</sup>
Lead (Pb)	NMT 5.0 mg/kg	Ph. Eur 2.2.58 <sup>a</sup>
Cadmium (Cd)	NMT 0.2 mg/kg	Ph. Eur 2.2.58 <sup>a</sup>
Mercury (Hg)	NMT 0.1 mg/kg	NMKL No 170 (2002)
Pesticide residues	Ph. Eur 2.8.13 <sup>a</sup>	PAS50 Ph. Eur 2.8.13 <sup>a</sup>
Residual solvents	NMT 5000 ppm	Ph. Eur 2.4.24 <sup>a</sup>
Microbiological standard:		
- TAMC	NMT 10 <sup>4</sup> cfu / g	Ph. Eur 2.6.12 <sup>a</sup>
- TYMC	NMT 10 <sup>2</sup> cfu / g	Ph. Eur 2.6.12 <sup>a</sup>
- Bile tolerant gram-neg. bact.	NMT 10 <sup>2</sup> cfu / g	Ph. Eur 2.6.31 <sup>a</sup>
- E. coli	Negative in 1 g	Ph. Eur 2.6.31 <sup>a</sup>
- Salmonella	Negative in 25 g	Ph. Eur 2.6.31 <sup>a</sup>

<sup>a</sup> Current edition

Issued by:

Date: 2012-06-21

  
 Jennie Sandström  
 Qualified Person



SCHEDULE 7



**SPECIFICATION**

Page 1 (1)

**PRODUCT:** PI 82 POLLEN/PISTIL EXTRACT  
**Article No.:** 800043  
**Document No.:** SN1052 **Version:** 05  
**Date:** 21-06-2012

PARAMETER	Limits	Method
Appearance	Light yellow powder	Visual
Identification LC-QTOF	Conforms to method	Q&Q 284 Ph. Eur 2.2.29 <sup>a</sup> Ph. Eur 2.2.43 <sup>a</sup> Ph. Eur 2.5.32 <sup>a</sup>
Moisture content	NMT 8%	Ph. Eur 2.4.16 <sup>a</sup> Ph. Eur 2.8.17 <sup>a</sup>
Ash content	NMT 10%	Lid. AA, GA, 01 SS-EN ISO 13903 Ph. Eur 2.2.56 <sup>a</sup>
Loss on drying	NMT 15%	Ph. Eur 2.2.58 <sup>a</sup>
Amino acids	NLT 66 g/kg	Ph. Eur 2.2.58 <sup>a</sup> Ph. Eur 2.2.58 <sup>a</sup> Ph. Eur 2.2.58 <sup>a</sup> NMKL No 170 (2002)
Arsenic (As)	NMT 3.0 mg/kg	PAS50 Ph. Eur 2.6.13 <sup>a</sup>
Lead (Pb)	NMT 5.0 mg/kg	Ph. Eur 2.4.24 <sup>a</sup>
Cadmium (Cd)	NMT 0.2 mg/kg	
Mercury (Hg)	NMT 0.1 mg/kg	
Pesticide residues	Ph. Eur 2.8.13 <sup>a</sup>	
Residual solvents	NMT 5000 ppm	
Microbiological standard:		
- TAMC	NMT 10 <sup>4</sup> cfu / g	Ph. Eur 2.6.12 <sup>a</sup>
- TYMC	NMT 10 <sup>3</sup> cfu / g	Ph. Eur 2.6.12 <sup>a</sup>
- Bifid tolerant gram-neg. bacil	NMT 10 <sup>2</sup> cfu / g	Ph. Eur 2.6.31 <sup>a</sup>
- E. coli	Negative In 1 g	Ph. Eur 2.6.31 <sup>a</sup>
- Salmonella	Negative In 25 g	Ph. Eur 2.6.31 <sup>a</sup>

<sup>a</sup> Current edition

Issued by:

Date: 2012-06-21

Jennie Sandstrom  
 Qualified Person

## SCHEDULE 8

### Warranties

#### 1 THE BUSINESS AND THE SELLER

- 1.1 The Seller has full power to enter into and perform the provisions of this Agreement, which constitutes a binding agreement on the Seller in accordance with its terms.
- 1.2 The Seller is the beneficial owner of the Assets and has the right to dispose of them to the Buyer or as it directs free from any Encumbrance and together with all rights now or hereafter attaching to them.
- 1.3 No commitment has been given to create an Encumbrance affecting the Assets.

#### 2 SALES STATEMENT AND SELLER CONDUCT

- 2.1 The Sales Statement of the Seller in Schedule 5 relating to the Business has been properly prepared and maintained, is in the possession of the Seller and constitutes an accurate record.
- 2.2 No notice or allegation that the Sales Statement is incorrect or should be rectified has been received by the Seller.
- 2.3 From 1 August 2012 until the Transfer Date, the Seller has conducted the Business in the normal course and as a going concern. For example, no unusual discounts or other unusual commercial terms were granted to customers for Product orders during this time period. Likewise, as a further example, the Business was actively conducted and promoted in the normal course so that there has been no material adverse change in the turnover, financial position or prospects of the Business on the basis of matters and conditions under the Seller's control.

#### 3 INSURANCE

- 3.1 The Seller represents and warrants that adequate policies of insurance have been maintained prior to and up to the Transfer Date and the date of Transfer Step 2, if applicable, respectively, by or on behalf of the Seller in relation to the Business, all of which are in full force and effect and are not void or voidable.

#### 4 COMPLIANCE WITH THE LAW

- 4.1 The Seller is conducting and has at all times conducted the Business in accordance and in all material respects with all applicable laws and regulations of any relevant jurisdiction.
- 4.2 There is no order, decree or judgment of any court or any governmental agency of any jurisdiction outstanding against the Seller or which may have any adverse effect upon any of the Assets or the Business; no such order, decree or judgment is pending, and there are no circumstances likely to give rise to any such order, decree or judgment.
- 4.3 The Seller has not been a Party to any undertaking or assurance in relation to the Business or any of the Assets given to any court or governmental agency which is still in force.

#### 5 LICENCES AND CONSENTS

- 5.1 The Seller has all necessary licences, consents, permits and authorities necessary to carry on the Business in the places and in the manner in which its business is now carried on, all of which are valid and subsisting.
- 5.2 The Seller does not know of any reason why any of those licences, consents, permits and authorities should be suspended, cancelled, revoked or not renewed on the same terms.

#### 6 LITIGATION

- 6.1 The Seller is, to the best of his knowledge and except from such circumstances which the Seller

has informed the Buyer of before the date of Transfer, is not engaged in any dispute with any customer or supplier or in any litigation or other proceedings in respect of the Business or any of the Assets apart from the dispute with the customer Ginsana,

6.2 So far as the Seller is aware:

6.2.1 no litigation or other proceedings are pending or threatened by or against the Seller in relation to the Business or any of the Assets;

6.2.2 there are no circumstances likely to give rise to any litigation or other proceedings in relation to the Business or any of the Assets.

## 7 THE ASSETS USED IN THE BUSINESS

7.1 The Seller is the full legal and beneficial owner of, and has good and marketable title to the Assets free from any Encumbrance and the Assets, comprise all assets necessary for the continuation of the Business as now carried on and none of the Assets is shared by the Business with any other person.

7.2 The Seller has possession of all of the Assets which are tangible assets.

## 8 INTELLECTUAL PROPERTY

8.1 The Seller:

8.1.1 is the sole and beneficial owner of all the Intellectual Property (all of which are valid and in full force and effect);

8.1.2 is (where such rights are capable of registration) the registered proprietor of the Intellectual Property;

8.1.3 has not entered into any agreements concerning the Intellectual Property other than those specified in Schedule 2 or authorised any person to make any use of or to do anything which would or might otherwise infringe any Intellectual Property owned or used by it.

8.2 None of the processes used in, Products of the Business or Assets (so far as the Seller is aware) infringes any Intellectual Property of any other person.

8.3 None of the Intellectual Property is being used by any person other than the Seller or are being or have been claimed, disputed, opposed or attacked by any person.

## 9 THE CONTRACTS OF THE BUSINESS

9.1 None of the Contracts:

9.1.1 is in any way otherwise than in the ordinary and proper course of the Business and on arm's length terms.

9.2 There is not outstanding, and there has not at any time during the last three years been outstanding, any agreement or arrangement in relation to the Business which is not entirely of an arm's length nature.

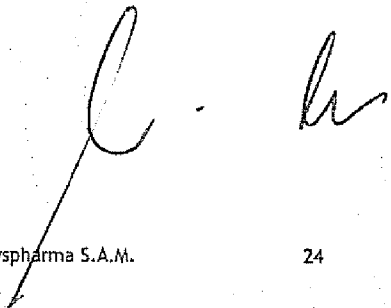
9.3 The Seller is not aware of any specific customer related reason to indicate that any of the existing customers of or suppliers of the Business are likely materially to reduce the volume of their purchases from or supplies to the Business in the future by comparison with the value of their purchases or supplies during the period from 1 August 2011 to 31 July 2012.

9.4 To the best knowledge and belief of the Seller, the Transaction is not of itself likely to have any adverse effect on the relationships of any customer or supplier of the Business with the Business.

## 10 NO ASSUMPTION OF DEBT AND LIABILITIES



- 10.1 With this Agreement, the Buyer does not assume any debt, liability, or obligation of the Seller, whether known or unknown, fixed or contingent, other than specifically provided for in the terms of this Agreement.
- 10.2 Without limiting the generality of clause 11.1 of this Agreement, the Buyer has no liability of any kind for, and the Seller must indemnify the Buyer against all and any claims and liabilities that arise from or relate to, the conduct of the Business prior to Completion,

A handwritten signature in black ink, consisting of a large, stylized initial 'C' followed by a smaller, more fluid signature.

**SCHEDULE 9**

**Purchase Price**

1.1 The Purchase Price for the Business and the Assets shall be the payment by the Buyer to the Seller in the following two (2) instalments:

- a. the sum of SEK 23'000'000 (twenty-three million SEK), which shall be paid in cash on the Transfer Date by an express transfer to the Sellers bank account number:

SVENSKA HANDELSBANKEN, STOCKHOLM

Swift adress: HANDSESS

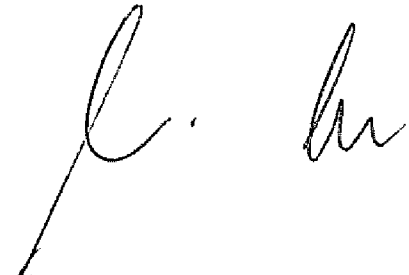
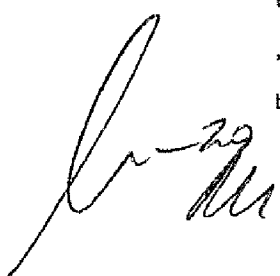
Account number: 6641 544 054 008

Iban: SE02 6000 0000 0005 4405 4008

, for which the Seller must give a written receipt to the Buyer;

- b. the sum of SEK 6'000'000 (six million SEK), which shall be paid in cash at the latest on 30 June 2013 by an express transfer to the Sellers bank account number stated above, for which the Seller must give a written receipt to the Buyer.

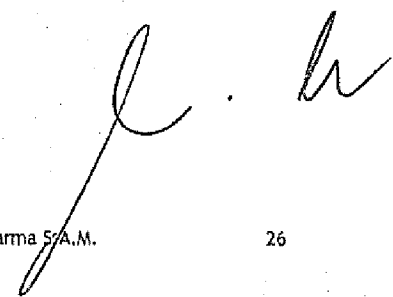
The Buyer shall on the Transfer Date provide the Seller with a confirmed and irrevocable bank guarantee listed in Schedule 10, subject to the terms of this Agreement, for the payment in clause 1.1.b. above of this Schedule 9 in the amount of SEK 6'000'000 (six million SEK), which must be returned by the Seller to the Buyer at the same time the Seller makes the express transfer as referred in clause 1.1.b of this Schedule 9.



SCHEDULE 10

Bank Guarantee

1 page attached

A handwritten signature in black ink, appearing to be 'C. h', is located in the lower right quadrant of the page.

**Caution n° 2012121916**

At the request of SERELYS PHARMA SAM,

We have been informed of the trading relations between NATUMIN PHARMA AB, whose registered office is Snickaregatan 10, S-566 33, Habo, Sweden (Business ID est 556474-7748) and SERELYS PHARMA SAM whose registered office is Le Triton 5 Rue du Gabian, 98000 Monaco.

We the undersigned, CREDIT FONCIER DE MONACO, Monegasque Limited Liability Company with a capital of EUR 34,953,000.- whose registered office is in the Principality of Monaco, 11 boulevard Albert 1er, represented by Madame Michèle SAINT-OYANT Risk Analyst Division Manager and Mademoiselle Florence GINER, Risk Analyst.

we hereby irrevocably undertake to pay to NATUMIN PHARMA AB, irrespective of the validity and legal effects of the trading relations in question, upon first request and without raising any protest or objection with respect to the said trading relations, any amount up to:

SEK 6.000.000 (SIX MILLIONS) maximum

in capital, including interest, charges and incidental expenses, upon receipt of a request for payment sent by authenticated swift or registered letter with acknowledgement of receipt, certifying that SERELYS PHARMA SAM has not reimbursed to NATUMIN PHARMA AB the amount that NATUMIN PHARMA AB claims under our guarantee.

Any payment made hereunder shall be deducted from our commitment.

NATUMIN PHARMA AB cannot make a request for payment before the 20<sup>th</sup> June 2013.

This guarantee is valid until 30<sup>th</sup> June 2013 and automatically becomes null and void if we have not received the request for payment from NATUMIN PHARMA AB by registered letter with acknowledgement of receipt or authenticated swift by this date.

For identification purposes, the request for payment from NATUMIN PHARMA AB must be sent to us through the intermediary of a first class rated bank confirming that the signatures are legally binding upon its firm.

This guarantee is governed by Monegasque law.

Drawn up in Monaco, on 7 January 2013.



**CFM**  
CREDIT FONCIER DE MONACO  
BOULEVARD ALBERT  
98000 MONACO

www.cfm.mc – Siège social : 11 boulevard Albert 1<sup>er</sup> · BP 499 · MC 98012 Monaco Cedex  
Téléphone +377 93 10 20 00 · Fax : +377 93 10 23 50 · Swift CFMOMCMX

CREDIT FONCIER DE MONACO – BANQUE MONEGASQUE AUTORISÉE PAR ORDONNANCE SOUVERAINE DU 13 JUILLET 1922  
SOCIÉTÉ ANONYME MONEGASQUE AU CAPITAL DE EUR 34 953 000 – RC 685341

MEMBER OF CRÉDIT AGRICOLE PRIVATE BANKING

