## **NEWS RELEASE**

NeuroVive Pharmaceutical AB (publ) 556595-6538

5 January, 2015



# OnCore Biopharma and Tekmira Pharmaceuticals files for merger – releases further details about license agreement with NeuroVive

NeuroVive Pharmaceutial AB, a leading mitochondrial medicine company, is able to present further details regarding the previously communicated exclusive, worldwide licensing agreement with OnCore Biopharma, Inc. (OnCore) for the oral treatment of hepatitis B virus (HBV). This information will be made public with NeuroVive's consent as a part of OnCore's current process towards a merger with Tekmira Pharmaceutical.

As previously communicated, NeuroVive has entered into an exclusive global licensing agreement with the U.S. biotechnology company OnCore related to the development and commercialization of NeuroVive's drug candidate NVP018 for oral treatment of HBV.

OnCore and Tekmira filed a registration statement with the Securities and Exchange Commission (SEC) on February 4, 2015. To comply with SEC rules, OnCore included a summary of the material terms of its license agreement with NeuroVive in the registration statement.

"I am delighted to be able to present more information about NeuroVive's licensing deal with OnCore, which is an important milestone in the quest to create a cure for Hepatitis B", commented NeuroVive's COO Jan Nilsson.

### Highlights about the agreement in OnCore's registration statement:

- The up-front licensing fee is \$1 million.
- NeuroVive will receive OnCore stock worth \$1 million upon the closing of an initial public offering for OnCore.
- Up to \$47.0 million in clinical development and regulatory milestones per indication.
- Up to \$102.5 million in sales performance milestones per licensed product and indication.
- The gross sales royalty is tiered and in the mid-single to low double digit range.
- OnCore can expand the exclusive license to include treatment of viral diseases other than HBV.
- Under special conditions, OnCore can expand the exclusive license to include non-oral variations of licensed products.
- If OnCore terminates the license agreement for convenience prior to the first commercial sale, OnCore will be obligated to pay NeuroVive \$2 million.
- If the agreement is terminated early without material breach from NeuroVive, OnCore is obligated to grant NeuroVive an exclusive license to all regulatory approvals, know-how and trademarks related to the terminated licensed products in the terminated countries.

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### Summary of the material terms of the license agreement

In the SEC filing, the following description regarding the NeuroVive license agreement is provided:

"In September 2014, we [OnCore Biopharma, Inc.] entered into a license agreement with NeuroVive that granted us an exclusive, worldwide, sublicensable license, under patents and know-how controlled by NeuroVive, to develop, manufacture and commercialize, for the treatment of HBV, oral dosage form products, or licensed products, that incorporate licensed compounds, which are sanglifehrin-based cyclophilin inhibitors (including OCB-030) covered by the licensed patents. Under this license agreement, we were also granted a non-exclusive, royalty-free right and license and right of reference to NeuroVive's relevant regulatory approvals and filings for the sole purpose of developing, manufacturing and commercializing licensed products for the treatment of HBV. Under this license agreement, we have (1) an option to expand our exclusive license to include treatment of viral diseases other than HBV and (2) an option, exercisable upon specified conditions, to expand our exclusive license to include development, manufacture and commercialization of non-oral variations of licensed products for treatment of viral diseases other than HBV. NeuroVive retains all rights with respect to development, manufacture and commercialization of licensed products and non-oral variations of licensed products for all indications (other than HBV) for which we have not exercised our option. Any patent rights, know-how and improvements conceived and reduced to practice jointly by NeuroVive (including its affiliates, agents, sublicensees, and third parties acting on its behalf) and us (including its affiliates, agents, sublicensees, and third parties acting on its behalf), while performing activities under the license with NeuroVive are jointly owned by us and NeuroVive.

In partial consideration for this license, we paid NeuroVive a license fee of \$1 million. We are also obligated to pay up to \$47.0 million in clinical development and regulatory milestones per indication and up to \$102.5 million in sales performance milestones per licensed product and indication. If we are acquired by a third party in a transaction that meets certain criteria, then we or our acquiror will be obligated to pay all remaining development, regulatory and sales milestone payments, regardless of whether the applicable milestone events have been achieved, for each licensed product that entered clinical development before such acquisition. We agreed to pay NeuroVive tiered royalties in the mid-single to low double digit range upon gross sales of patented licensed products. In addition to the cash payments, upon the completion of an initial public offering, we are obligated to issue to NeuroVive a number of shares of our common shares equal to \$1 million divided by the average of the opening and closing prices of our common shares on the first day of trading.

Our license agreement with NeuroVive will expire on a country by country and licensed product by licensed product basis upon the expiration of the last applicable valid claim. In addition to customary termination provisions by either party, we may terminate this license agreement early in its entirety or in some cases, on a country by country and licensed product by licensed product basis, for convenience, or on account of a specified drop in sales following generic drug sales or clinical failure of a licensed product. If we terminate this license agreement in its entirety for convenience prior to the first commercial sale of any licensed product, we will be obligated to pay NeuroVive \$2 million. If this license agreement is terminated early for reasons other than NeuroVive's uncured material breach, we are obligated to grant NeuroVive an exclusive license to all regulatory approvals, know how and trademarks related to the terminated licensed products in the terminated countries, to provide NeuroVive with our inventory of licensed products and to assist NeuroVive in procuring additional quantities of licensed products. "

The registration statement was filed on the SEC's Electronic Data Gathering, Analysis, and Retrieval (EDGAR) system and is publicly available on the SEC's website at www.sec.gov.

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#### **About NeuroVive Pharmaceutical**

NeuroVive Pharmaceutical AB (publ), a leading mitochondrial medicine company, is developing a portfolio of products to treat acute cardiovascular and neurological conditions through mitochondrial protection. These medical conditions are characterized by a pressing medical need and have no approved pharmaceutical treatment options at present. NeuroVive's products CicloMulsion® (heart attack) and NeuroSTAT® (traumatic brain injury) are currently being evaluated in phase III and phase II studies, respectively. NeuroVive's research programs also include products for the treatment of brain cell injury in stroke patients, and drug candidates for cellular protection and treating mitochondria-related energy regulation diseases. NeuroVive's shares are listed on NASDAQ OMX, Stockholm, Sweden.

#### For Investor Relations and media questions, please contact:

Ingmar Rentzhog, Laika Consulting, Tel: +46 (0)46 275 62 21 or ir@neurovive.se It is also possible to arrange an interview with NeuroVive's CEO Mikael Brönnegård or COO Jan Nilsson at the above contact.

#### **NeuroVive Pharmaceutical AB (publ)**

Medicon Village, SE-223 81 Lund, Sweden
Tel: +46 (0)46 275 62 20 (switchboard), Fax: +46 (0)46 888 83 48 info@neurovive.se, <a href="https://www.neurovive.se">www.neurovive.se</a>

NeuroVive Pharmaceutical AB (publ) is required to publish the information in this news release under The Swedish Securities Market Act. The information was submitted for publication on 5 January 2015, at 8.55 a.m. CET.