
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): **February 7, 2020**

ONCOSEC MEDICAL INCORPORATED

(Exact Name of Registrant as Specified in Charter)

Nevada
(State or Other Jurisdiction
of Incorporation)

000-54318
(Commission
File Number)

98-0573252
(IRS Employer
Identification No.)

**3565 General Atomics Court, Suite 100
San Diego, California 92121**

**24 North Main Street
Pennington, NJ 08534-2218**
(Address of Principal Executive Offices)

(855) 662-6732
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act.
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act.
- Pre-commencement communications pursuant to Rule 14d-2b under the Exchange Act.
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|--|-------------------|---|
| Common Stock, par value \$0.0001 per share | ONCS | NASDAQ Capital Market |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On February 7, 2020, OncoSec Medical Incorporated (the “Company”) announced the closing (the “Closing”) of its previously announced strategic transaction (the “Transaction”) with Grand Decade Developments Limited, a direct, wholly-owned subsidiary of China Grand Pharmaceutical and Healthcare Holdings Limited, a company formed under the laws of the British Virgin Islands (“CGP”), and its affiliate, Sirtex Medical US Holdings, Inc., a Delaware corporation (“Sirtex” and, together with CGP, the “Buyers”). On October 10, 2019, the Company and the Buyers entered into Stock Purchase Agreements (as amended, the “Purchase Agreements”) pursuant to which the Company agreed to sell and issue to CGP and Sirtex 10,000,000 shares and 2,000,000 shares, respectively, of the Company’s common stock for a total purchase price of \$30 million.

As contemplated by the Purchase Agreements, and in connection with the Closing, on February 7, 2020, the Company entered into Registration Rights Agreements with each of CGP and Sirtex (the “Registration Rights Agreements”), pursuant to which, among other things, CGP and Sirtex will each have the right to deliver to the Company a written notice requiring the Company to prepare and file with the Securities and Exchange Commission a registration statement with respect to resales of shares of some or all of the common stock of the Company held by CGP and Sirtex.

The description of the Registration Rights Agreements does not purport to be complete and is subject to, and qualified in its entirety by the full text of the Registration Rights Agreements, copies of which are filed as Exhibits 4.1 and 4.2 to this Current Report and are incorporated by reference herein.

Concurrently with the execution and delivery of the Purchase Agreements, the Company and CGP entered into a License Agreement (the “License Agreement”), which became effective upon the Closing. In addition, the Company and Sirtex entered into a Services Agreement (the “Services Agreement”) which also became effective upon the Closing. For a full description of both the License Agreement and Services Agreement, see the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on October 11, 2019.

Item 3.02 Unregistered Sales of Equity Securities

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02. The Company’s common stock to be issued pursuant to the Purchase Agreements will be issued in reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), as set forth in Section 4(a)(2) of the Securities Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

Effective February 7, 2020, Punit Dhillon resigned as a member of the Board of Directors (the “Board”) of the Company pursuant to Section 11 of the Purchase Agreements. His resignation was not the result from any disagreement with the Company, or any matter related to the Company’s operations, policies or practices, the Company’s management or the Board.

Immediately thereafter, the Board appointed Yuhang Zhao, Chao Zhou, and Kevin R. Smith (the “Buyer Directors”) as new members of the Board. In connection with the Transaction, the Company entered into Stockholders Agreements (the “Stockholders Agreements”) with each of CGP and Sirtex, pursuant to which, among other things, CGP and Sirtex have the option to nominate a combined total of three (3) members to the Board. The Stockholders Agreements also grant CGP and Sirtex certain rights of participation in future financings as well as a right of first refusal related to future potential transactions. The above description is only a summary of certain terms and is qualified in its entirety by the full text of the Stockholders Agreements, copies of which are incorporated by reference herein.

Dr. Yuhang Zhao, a graduate from Peking University, received her Doctorate in Molecular Biology from Rockefeller University and her MBA in Finance from NYU Stern Business School. Dr. Zhao was most recently a member of the Bayer Global Leadership Circle. She established one of Bayer’s four Global Clinical Development sites, located in Beijing, China in 2009. She then became Head of Global Strategy for Bayer Consumer Health, reporting to the President. Prior to her positions in the pharmaceutical industry, Dr. Zhao held positions as a stock analyst at PaineWebber and was a management consultant specializing in strategies for life science companies). Dr. Zhao currently serves on the board of R2 Technologies and is a senior adviser to China Grand Enterprises.

Chao Zhou is currently the Executive Deputy Officer of China Grand Pharmaceutical and Healthcare Holdings Limited, a public company listed on the Hong Kong stock exchange that develops, manufactures and distributes pharmaceutical products and medical devices to retailers and medical organizations with significant experience in R&D and product commercialization in China. Since 2018, Mr. Zhou has served on the Board of Directors of Grand Pharma Sphere Pty Ltd, a Singapore based company that indirectly wholly-owns the Australian based global medical device company, Sirtex Medical Pty. Ltd. Prior to his role as Executive Deputy Officer, Mr. Zhou served as a Management Director in the Department of Legal Security for China Grand Enterprises, Inc., an investment company engaged in the operation and management of businesses covering pharmaceuticals and healthcare, commodity trading, real estate investment, financial service and other sectors. He earned his Bachelor in Law from Ocean University of China and a Master in International Law from the University of International Business and Economics.

Kevin R. Smith is currently the Chief Executive Officer of Sirtex Medical US Holdings, Inc. He combines more than 20 years of sales and marketing experience in the medical device industry with the keen instincts of an entrepreneur. Prior to his appointment to CEO, Mr. Smith was Executive Vice President of Sales & Marketing, Americas. Before joining Sirtex, Mr. Smith was Executive Vice President of Business Development at Gel-e, Inc., a company based at the University of Maryland specializing in advanced material hemostasis products. His previous positions include Chief Commercial Officer of Sensium Healthcare along with Global Vice President of Sales & Marketing at Teleflex, where he was the senior sales and marketing executive in the company's cardiac business unit. Kevin holds a Master of Business Administration in Global Management from the University of Phoenix and a Bachelor of Science in Marketing from the University of Kentucky.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Effective February 7, 2020, the Board amended and restated the Company's bylaws (the "A&R Bylaws"), pursuant to which, among other things, CGP and Sirtex will have the option to nominate a combined total of three (3) members to the Company's Board. CGP will also have the option to nominate two (2) independent directors to the Company's Board if any independent director currently serving on the Board ceases to serve as a director of the Company for any reason, provided that the independent director nominee is satisfactory to a majority of the independent directors of the Company. In addition, the A&R Bylaws implement a 70% supermajority approval by the Board for certain actions.

The description of the A&R Bylaws is qualified in its entirety by the full text of the A&R Bylaws, a copy of which is filed as Exhibit 3.1 to this Current Report and is incorporated by reference herein.

Item 5.07 Submission of Matters to a Vote of Security Holders.

The 2020 special meeting of stockholders of the Company was held on February 7, 2020. The following matter was voted on by the stockholders: to approve the issuance of 10,000,000 shares of the Company's common stock to CGP, and 2,000,000 shares of the Company's common stock to Sirtex, as required pursuant to Nasdaq Listing Rule 5635(b), and in accordance with the Purchase Agreements by and between CGP and the Company and by and between Sirtex and the Company, each dated as of October 10, 2019 and amended on November 26, 2019, and the ancillary agreements related thereto, pursuant to which the Company agreed to sell and issue to CGP and Sirtex an aggregate of 12,000,000 newly-issued shares of the Company's common stock for a total purchase price of \$30 million (the "Strategic Partner Stock Issuance Proposal"). The results of the vote are summarized below.

Vote to approve the Strategic Partner Stock Issuance Proposal:

| Total Votes For | Total Votes Against | Abstention |
|-----------------|---------------------|------------|
| 4,648,744 | 848,256 | 65,379 |

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| Exhibit Number | Description |
|-----------------------|---|
| 3.1 | <u>Amended and Restated Bylaws of OncoSec Medical Incorporated.</u> |
| 4.1 | <u>Registration Rights Agreement, dated as of February 7, 2020, by and between OncoSec Medical Incorporated and Grand Decade Developments Limited.</u> |
| 4.2 | <u>Registration Rights Agreement, dated as of February 7, 2020, by and between OncoSec Medical Incorporated and Sirtex Medical US Holdings, Inc.</u> |
| 10.1 | <u>Stockholders Agreement by and between OncoSec Medical Incorporated and Grand Decade Developments Limited (incorporated by reference to Exhibit 10.5 of our Current Report on Form 8-K, filed on October 11, 2019).</u> |
| 10.2 | <u>Stockholders Agreement by and between OncoSec Medical Incorporated and Sirtex Medical US Holdings, Inc. (incorporated by reference to Exhibit 10.6 of our Current Report on Form 8-K, filed on October 11, 2019).</u> |
| 10.3 | <u>License Agreement, dated as of October 10, 2019, by and between OncoSec Medical Incorporated and Grand Decade Developments Limited (incorporated by reference to Exhibit 10.3 of our Current Report on Form 8-K, filed on October 11, 2019).</u> |
| 10.4 | <u>Services Agreement, dated as of October 10, 2019, by and between OncoSec Medical Incorporated and Sirtex Medical US Holdings, Inc. (incorporated by reference to Exhibit 10.4 of our Current Report on Form 8-K, filed on October 11, 2019).</u> |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ONCOSEC MEDICAL INCORPORATED
(Registrant)

Date: February 10, 2020

By: /s/ Daniel J. O'Connor
Name: Daniel J. O'Connor
Title: Chief Executive Officer and President

AMENDED AND RESTATED BYLAWS

OF

ONCOSEC MEDICAL INCORPORATED

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| ARTICLE 1 OFFICES | 5 |
| Section 1.1 Principal Office | 5 |
| Section 1.2 Other Offices | 5 |
| ARTICLE 2 STOCKHOLDERS' MEETINGS | 5 |
| Section 2.1 Place of Meetings | 5 |
| Section 2.2 Annual Meetings | 6 |
| Section 2.3 Special Meetings | 6 |
| Section 2.4 Notice of Meetings | 6 |
| Section 2.5 Quorum and Voting | 7 |
| Section 2.6 Voting Rights | 8 |
| Section 2.7 Voting Procedures and Inspectors of Elections | 8 |
| Section 2.8 Stockholder Proposals at Annual Meetings | 9 |
| Section 2.9 Nominations of Persons for Election to the Board of Directors | 11 |
| Section 2.10 Action Without Meeting | 12 |
| Section 2.11 Fixing of Record Date | 13 |
| ARTICLE 3 DIRECTORS | 13 |
| Section 3.1 Election, Qualification, Number and Term of Office | 13 |
| Section 3.2 Powers | 13 |
| Section 3.3 Vacancies | 13 |
| Section 3.4 Resignations and Removals | 14 |
| Section 3.5 Meetings | 14 |
| Section 3.6 Quorum and Voting | 15 |
| Section 3.7 Action Without Meeting | 16 |
| Section 3.8 Fees and Compensation | 16 |
| Section 3.9 Committees | 16 |
| ARTICLE 4 OFFICERS | 17 |
| Section 4.1 Officers Designated | 17 |
| Section 4.2 Tenure and Duties of Officers | 18 |

TABLE OF CONTENTS
(continued)

| | <u>Page</u> |
|---|-------------|
| ARTICLE 5 EXECUTION OF CORPORATE INSTRUMENTS, AND VOTING OF SECURITIES OWNED BY THE CORPORATION | 19 |
| Section 5.1 Execution of Corporate Instruments | 19 |
| Section 5.2 Voting of Securities Owned by Corporation | 19 |
| ARTICLE 6 SHARES OF STOCK | 20 |
| Section 6.1 Form and Execution of Certificates | 20 |
| Section 6.2 Lost Certificates | 20 |
| Section 6.3 Transfers | 20 |
| Section 6.4 Registered Stockholders | 21 |
| ARTICLE 7 OTHER SECURITIES OF THE CORPORATION | 21 |
| ARTICLE 8 INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS | 22 |
| Section 8.1 Right to Indemnification | 22 |
| Section 8.2 Authority to Advance Expenses | 22 |
| Section 8.3 Right of Claimant to Bring Suit | 22 |
| Section 8.4 Provisions Nonexclusive | 23 |
| Section 8.5 Authority to Insure | 23 |
| Section 8.6 Enforcement of Rights | 23 |
| Section 8.7 Survival of Rights | 23 |
| Section 8.8 Settlement of Claims | 23 |
| Section 8.9 Effect of Amendment | 23 |
| Section 8.10 Subrogation | 23 |
| Section 8.11 No Duplication of Payments | 24 |
| Section 8.12 Saving Clause | 24 |
| ARTICLE 9 NOTICES | 24 |
| ARTICLE 10 AMENDMENTS | 25 |
| ARTICLE 11 MISCELLANEOUS | 25 |
| Section 11.1 Corporate Seal | 25 |
| Section 11.2 Books | 26 |
| Section 11.3 Fiscal Year | 26 |
| Section 11.4 Certain Acquisitions by Fiduciaries | 26 |

AMENDED AND RESTATED BYLAWS
OF
ONCOSEC MEDICAL INCORPORATED

ARTICLE 1

OFFICES

Section 1.1 Principal Office.

The principal offices of OncoSec Medical Incorporated (the "Corporation") shall be located at such place as the Board of Directors may from time to time determine.

Section 1.2 Other Offices.

The Corporation may also have offices at such other places, either within or without the State of Nevada, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

STOCKHOLDERS' MEETINGS

Section 2.1 Place of Meetings.

(a) All meetings of stockholders shall be held at such place, either within or without the State of Nevada, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by paragraph (b) of this Section 2.1.

(b) If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

(1) Participate in a meeting of stockholders; and

(2) Be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (A) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (B) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (C) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

(c) For purposes of these Bylaws, "remote communication" shall include electronic communications, videoconferencing, teleconferencing or other available technology which allows the stockholders to communicate simultaneously or sequentially.

Section 2.2 Annual Meetings.

The annual meetings of the stockholders of the Corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board of Directors and stated in the notice of meeting.

Section 2.3 Special Meetings.

Special meetings of the stockholders may be called for any purpose or purposes, unless otherwise prescribed by the Nevada Revised Statutes ("NRS") or by the Articles of Incorporation of the Corporation, as amended (the "Articles of Incorporation"), by the Chairman of the Board, the President or the Board of Directors at any time. Only such business shall be brought before a special meeting of stockholders as shall have been specified in the notice of such meeting.

Section 2.4 Notice of Meetings.

(a) Except as otherwise provided by the NRS or the Articles of Incorporation, written notice of each meeting of stockholders, specifying (i) the place, if any, date and hour and, for a special meeting, the purpose or purposes of the meeting, (ii) the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and (iii) the record date for determining the stockholders entitled to notice of and to vote at such meeting, shall be delivered or mailed not less than 10 nor more than 60 days before the date of such meeting to each stockholder entitled to vote thereat.

(b) When a meeting is adjourned to another time or place, notice need not be delivered of the adjourned meeting if the place, if any, date and hour thereof, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken, unless after the adjournment a new record date is fixed for the adjourned meeting, in which event a notice of the adjourned meeting shall be given to each stockholder of record entitled to notice of and to vote at such meeting. If the adjournment is for more than 60 days, the Board of Directors shall set a new record date and notice of the adjourned meeting shall be delivered to each stockholder of record entitled to vote at the adjourned meeting.

(c) Notice of the date, time, place (if any) and purpose of any meeting of stockholders may be waived in writing, either before or after such meeting, and, to the extent permitted by law, will be waived by any stockholder by his attendance thereat, in person or by proxy.

(d) Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the NRS, the Articles of Incorporation, or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any such consent shall be deemed revoked if (i) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent, and (ii) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent or other person responsible for the giving of notice; provided, however, that the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. Notice given in the form of electronic transmission shall be deemed given when (1) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic transmissions or information of the type being sent, and (2) it is in a form ordinarily capable of being processed by that system. An affidavit of the Secretary or of the transfer agent or any other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein. For purposes of these Bylaws, "electronic transmission" means any form or process of communication not directly involving the physical transfer of paper or another tangible medium which (A) is suitable for the retention, retrieval and reproduction of information by the recipient and (B) is retrievable and reproducible in paper form by such a recipient through an automated process used in conventional commercial practice.

Section 2.5 Quorum and Voting.

(a) The holders of a majority of the shares of capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy (regardless of whether the proxy has authority to vote on each matter at such meeting), shall constitute a quorum at any meeting of stockholders for the transaction of business, except as otherwise provided by the NRS or by the Articles of Incorporation. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. The stockholders present at a duly called or convened meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. At such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the original meeting.

(b) When a quorum is present at any meeting of the stockholders, an action by the stockholders is approved if the number of votes cast in favor of the action exceeds the number of votes cast in opposition to the action, unless the action is one upon which, by express provision of applicable law, the Articles of Incorporation or these Bylaws (including, without limitation, Section 3.1 and Section 3.6(e)), a different vote is required, in which case such express provision shall govern and control the vote required to approve such action. For purposes of these Bylaws, a share present at a meeting, but for which there is an abstention or as to which a stockholder gives no authority or direction as to a particular proposal or director nominee, shall be counted as present for the purpose of establishing a quorum but shall not be counted as a vote cast.

Section 2.6 Voting Rights.

(a) Every stockholder having the right to vote shall be entitled to vote in person, or by proxy appointed by a writing subscribed by such stockholder or by his or her duly authorized attorney; provided, however, that no such proxy shall be valid after the expiration of six (6) months from the date of its execution, unless coupled with an interest, or unless the person executing it specifies therein the length of time for which it is to continue in force, which in no case shall exceed seven (7) years from the date of its execution. If such instrument or record shall designate two (2) or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting, giving consents or exercising a right of dissent in writing thereby conferred, or if only one (1) be present, then such powers may be exercised by that one (1). Unless required by the NRS or determined by the Chairman of the meeting to be advisable, the vote on any matter need not be by written ballot. No stockholder shall have cumulative voting rights.

(b) For purposes of this Section 2.6, "writing" means any information in the form of a record that is inscribed on any tangible medium, including without limitation any written instrument or any information that is stored in an electronic or other medium and is retrievable in paper form through an automated process used in conventional commercial practice. Any copy, communication by electronic transmission or other reliable reproduction of such writing may be substituted for the original writing for any purpose for which the original writing could be used, if the copy, communication by electronic transmission or other reproduction is a complete reproduction of the entire original writing.

(c) Except as otherwise provided by law, only persons in whose names shares entitled to vote stand on the stock records of the Corporation on the record date for determining the stockholders entitled to vote at said meeting shall be entitled to vote at such meeting. Shares standing in the names of two or more persons shall be voted or represented in accordance with the determination of the majority of such persons, or, if only one of such persons is present in person or represented by proxy, such person shall have the right to vote such shares and such shares shall be deemed to be represented for the purpose of determining a quorum.

Section 2.7 Voting Procedures and Inspectors of Elections.

(a) The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting.

(b) The inspectors shall (i) ascertain the number of shares outstanding and the voting power of each, (ii) determine the shares represented at a meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors.

(c) In determining the validity and counting of proxies and ballots, the inspectors shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in accordance with Sections 78.350, 78.352 and 78.355 of the NRS, ballots and the regular books and records of the Corporation, except that the inspectors may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers, their nominees or similar persons which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspectors consider other reliable information for the limited purpose permitted herein, the inspectors at the time they make their certification pursuant to this section shall specify the precise information considered by them including the person or persons from whom they obtained the information, when the information was obtained, the means by which the information was obtained and the basis for the inspectors' belief that such information is accurate and reliable.

Section 2.8 Stockholder Proposals at Annual Meetings.

At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (c) otherwise properly brought before the meeting by a stockholder. The foregoing clause (c) shall be the exclusive means for a stockholder to propose business (other than business included in the Corporation's proxy materials pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) at an annual meeting of stockholders.

In addition to any other applicable requirements for business to be properly brought before an annual meeting by a stockholder, whether or not the stockholder is seeking to have a proposal included in the Corporation's proxy statement or information statement under Rule 14a-8 under the Exchange Act, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, in the case of a stockholder seeking to have a proposal included in the Corporation's proxy statement or information statement, a stockholder's notice must be delivered to the Secretary at the Corporation's principal executive offices not less than 120 days or more than 180 days prior to the first anniversary of the date on which the Corporation first mailed its proxy materials (or, in the absence of proxy materials, its notice of meeting) for the previous year's annual meeting of stockholders. However, if the Corporation did not hold an annual meeting the previous year, or if the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 30 days after the anniversary of the preceding year's annual meeting, then to be timely, notice by the stockholder must be delivered to the Secretary at the Corporation's principal executive offices not later than the close of business on the later of (i) the 90th day prior to such annual meeting or (ii) the 15th day following the day on which public announcement of the date of such meeting is first made. If the stockholder is not seeking inclusion of the proposal in the Corporation's proxy statement or information statement, timely notice consists of a stockholder's notice delivered to or mailed and received at the principal executive offices of the Corporation not less than 90 days prior to the date of the annual meeting. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above. Other than with respect to stockholder proposals relating to director nomination(s), which requirements are set forth in Section 2.9 below, a stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of the stockholder proposing such business, (iii) the class and number of shares of the Corporation which are beneficially owned by the stockholder, (iv) any material interest of the stockholder in such business, (v) as to the stockholder giving the notice and any Stockholder Associated Person (as defined below) or any member of such stockholder's immediate family sharing the same household, whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of, or any other agreement, arrangement or understanding (including, but not limited to, any short position or any borrowing or lending of shares of stock) has been made, the effect or intent of which is to mitigate loss or increase profit to or manage the risk or benefit of stock price changes for, or to increase or decrease the voting power of, such stockholder, such Stockholder Associated Person or family member with respect to any share of stock of the Corporation (each, a "Relevant Hedge Transaction"), and (vi) as to the stockholder giving the notice and any Stockholder Associated Person or any member of such stockholder's immediate family sharing the same household, to the extent not set forth pursuant to the immediately preceding clause, (A) whether and the extent to which such stockholder, Stockholder Associated Person or family member has direct or indirect beneficial ownership of any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation (a "Derivative Instrument"), (B) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder, Stockholder Associated Person or family member that are separated or separable from the underlying shares of the Corporation, (C) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder, Stockholder Associated Person or family member is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (D) any performance-related fees (other than an asset-based fee) that such stockholder, Stockholder Associated Person or family member is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice (which information shall be supplemented by such stockholder and beneficial owner, if any, not later than 10 days after the record date for the meeting to disclose such ownership as of the record date).

For purposes of this Section 2.8 and Section 2.9, "Stockholder Associated Person" of any stockholder shall mean (i) any person controlling or controlled by, directly or indirectly, or acting in concert with, such stockholder, (ii) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder and (iii) any person controlling, controlled by or under common control with such Stockholder Associated Person.

Notwithstanding anything in the Bylaws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Section 2.8, provided, however, that nothing in this Section 2.8 shall be deemed to preclude discussion by any stockholder of any business properly brought before the annual meeting in accordance with said procedure.

The chairman of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 2.8, and if he should so determine he shall so declare to the meeting, and any such business not properly brought before the meeting shall not be transacted.

Nothing in this Section 2.8 shall affect the right of a stockholder to request inclusion of a proposal in the Corporation's proxy statement or information statement pursuant to Rule 14a-8 under the Exchange Act.

Section 2.9 Nominations of Persons for Election to the Board of Directors.

In addition to any other applicable requirements, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the Corporation may be made at a meeting of stockholders (i) pursuant to the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (ii) by or at the direction of the Board of Directors, or by any nominating committee or person appointed by the Board of Directors, (iii) by Grand Decade Developments Limited, a British Virgin Islands limited company and a wholly owned subsidiary of China Grand Pharmaceutical and Healthcare Holdings Limited ("GDD"), in accordance with GDD's right to nominate two members of the Board of Directors as well as up to two independent directors at the time any independent director serving on the Board of Directors as of October 8, 2019 ceases to serve as a director of the Corporation for any reason, in each case pursuant to the GDD Stockholders Agreement, (iv) by Sirtex Medical US Holdings, Inc., a Delaware corporation ("Sirtex"), in accordance with Sirtex's right to nominate one member of the Board of Directors pursuant to the Sirtex Stockholders Agreement, or (v) by any stockholder of the Corporation entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Section 2.9. The foregoing clauses (iii) and (iv) shall no longer be applicable at any time GDD, Sirtex and their affiliates collectively own less than 4,800,000 shares of the Corporation's common stock (as shall be proportionally adjusted due to any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other substantially similar transaction (a "Recapitalization")). A stockholder who complies with the notice procedures set forth in this Section 2.9 is permitted to present the nomination at the meeting of stockholders but, other than nominees of GDD and Sirtex, is not entitled to have a nominee included in the Corporation's proxy statement in the absence of an applicable rule of the SEC requiring the Corporation to include a director nomination made by a stockholder in the Corporation's proxy statement or information statement.

Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the Corporation. To be timely, such notice must be delivered to or mailed and received at the principal executive offices of the Corporation not less than 90 days prior to the date of the annual meeting. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above. The stockholder's notice relating to director nomination(s) shall set forth (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class and number of shares of the Corporation which are beneficially owned by the person, and (iv) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Regulation 14A under the Exchange Act; (b) as to the stockholder giving the notice, (i) the name and record address of the stockholder, and (ii) the class and number of shares of the Corporation which are beneficially owned by the stockholder; (c) as to the stockholder giving the notice and any Stockholder Associated Person (as defined in Section 2.8), to the extent not set forth pursuant to the immediately preceding clause, whether and the extent to which any Relevant Hedge Transaction (as defined in Section 2.8) has been entered into, and (d) as to the stockholder giving the notice and any Stockholder Associated Person, (i) whether and the extent to which any Derivative Instrument (as defined in Section 2.8) is directly or indirectly beneficially owned, any rights to dividends on the shares of the Corporation owned beneficially by such stockholder that are separated or separable from the underlying shares of the Corporation, any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (iv) any performance-related fees (other than an asset-based fee) that such stockholder is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice, including without limitation any such interests held by members of such stockholder's immediate family sharing the same household (which information shall be supplemented by such stockholder and beneficial owner, if any, not later than ten (10) days after the record date for the meeting to disclose such ownership as of the record date). The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth herein. These provisions shall not apply to nomination of any persons entitled to be separately elected by GDD, Sirtex or holders of preferred stock.

The Chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

Section 2.10 Action Without Meeting.

The stockholders of the Corporation may not act by written consent.

Section 2.11 Fixing of Record Date.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the date on which the meeting is held. A determination of stockholders of record entitled notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting; provided, further, that if the adjournment is for more than 60 days, the Board of Directors shall set a new record date and notice of the adjourned meeting shall be delivered to each stockholder of record entitled to vote at the adjourned meeting.

ARTICLE 3

DIRECTORS

Section 3.1 Election, Qualification, Number and Term of Office.

(a) The number of directors of the Corporation shall be fixed at nine (9) until changed by amendment of the Articles of Incorporation or by a Bylaw amending this Section 3.1 duly adopted by the vote of holders of a majority of the stock entitled to vote at such meeting or by the Board of Directors, subject to Section 3.6(e). The exact number of directors shall be fixed from time to time, within the limits specified in the Articles of Incorporation or in this Section 3.1, exclusively by the Board of Directors, but subject to Section 3.6(e). Elected directors shall hold office until the next annual meeting and until their successors shall be duly elected and qualified. Directors need not be residents of Nevada or stockholders of the Corporation. In no case will a decrease in the number of directors shorten the term of any incumbent director.

(b) Except as provided in Section 3.3 of this Article 3 and in Section 2.9, the directors shall be elected by a plurality vote of the votes cast and entitled to vote on the election of directors at any meeting for the election of directors at which a quorum is present.

Section 3.2 Powers.

The business and affairs of the Corporation shall be managed by its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things, subject only to such limitations as may be provided by Chapter 78 of the NRS, the Articles of Incorporation and these Bylaws.

Section 3.3 Vacancies.

Except as provided in Section 2.9, if any vacancy occurs in the Board of Directors caused by death, resignation, retirement, disqualification, expansion of the size of the Board of Directors or removal from office of any director, or otherwise, or if any new directorship is created by an increase in the authorized number of directors, a majority vote of the directors then in office, or a sole remaining director, may choose a successor or fill the newly created directorship. Any director so chosen shall hold office for the unexpired term of his or her predecessor in his or her office and until his or her successor shall be elected and qualified, unless sooner displaced. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

Section 3.4 Resignations and Removals.

(a) Any director may resign at any time by delivering his resignation to the Secretary in writing or by electronic transmission, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors. If no such specification is made it shall be deemed effective at the pleasure of the Board of Directors. When one or more directors shall resign from the Board of Directors effective at a future date, except as provided in Section 2.9, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office for the unexpired portion of the term of the director whose place shall be vacated and until his successor shall have been duly elected and qualified.

(b) Notwithstanding any other provisions of these Bylaws or the fact that some lesser percentage may be specified by law, any director or the entire Board of Directors (except for those directors nominated by GDD and Sirtex in accordance with Section 2.9) may be removed at any time, but only for cause or only by the affirmative vote of the holders of sixty-six and two-thirds percent (66-2/3%) or more of the outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors (considered for this purpose as one class) cast at a meeting of the stockholders called for that purpose.

Section 3.5 Meetings.

(a) The annual meeting of the Board of Directors shall be held immediately after the annual stockholders' meeting and at the place where such meeting is held or at the place announced by the Chairman at such meeting. No notice of an annual meeting of the Board of Directors shall be necessary, and such meeting shall be held for the purpose of electing officers and transacting such other business as may lawfully come before it.

(b) Except as hereinafter otherwise provided, regular meetings of the Board of Directors shall be held at the principal executive office of the Corporation. Regular meetings of the Board of Directors may also be held at any place, within or without the State of Nevada, which has been designated by resolutions of the Board of Directors or the written consent of all directors.

(c) Special meetings of the Board of Directors may be held at any time and place within or without the State of Nevada whenever called by the Chairman of the Board or, if there is no Chairman of the Board, by the President, or by any of the directors.

(d) Written notice of the time and place of all regular and special meetings of the Board of Directors shall be delivered personally to each director or sent by any form of electronic transmission at least 48 hours before the start of the meeting, or sent by first class mail at least 120 hours before the start of the meeting. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting solely for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except that notice shall be given with respect to any matter when notice is required by the NRS.

Section 3.6 Quorum and Voting.

(a) A quorum of the Board of Directors shall consist of a majority of the exact number of directors fixed from time to time in accordance with Section 3.1 of Article 3 of these Bylaws, but not less than one; provided that a quorum of the Board of Directors (and written consents executed by directors) must include at least one non-independent director nominated by GDD or Sirtex. Further, at any meeting, whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a vote of no less than a majority of the directors present, unless a different vote be required by law, the Articles of Incorporation, or these Bylaws.

(c) Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of electronic communications, videoconferencing, teleconferencing or other available technology which allows the members to communicate simultaneously or sequentially.

(d) The transactions of any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum be present and if, either before or after the meeting, each of the directors not present shall sign a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

(e) Notwithstanding anything to the contrary, until such time that GDD, Sirtex and their affiliates collectively own less than 4,800,000 shares of the Corporation's common stock (as shall be proportionally adjusted due to a Recapitalization), none of the actions set forth below shall be taken by, or on behalf of, directly or indirectly, the Corporation (or any subsidiary thereof) without the approval of at least 70% of the members constituting the entire Board of Directors, and until such time that GDD, Sirtex and their affiliates collectively own less than 8,400,000 shares of the Corporation's common stock (as shall be proportionally adjusted due to a Recapitalization), none of the actions set forth below shall be taken by, or on behalf of, directly or indirectly, the Corporation (or any subsidiary) without the consent of GDD: (i) amending the Corporation's Articles of Incorporation or these Bylaws; (ii) increasing the size of the Board of Directors to more than nine; (iii) declaring, setting aside or paying any dividend or other distribution (whether cash, stock or property or any combination thereof); (iv) redeeming, repurchasing or otherwise acquiring any of the Corporation's securities; (v) issuing pledging, disposing of, transferring, encumbering, granting, selling or otherwise delivering, or authorizing the issuance, pledge, disposal of, transfer, encumbrance, grant, sale or other delivery of, any of the Corporation's securities; provided, however, that issuances of any Corporation's security pursuant to a stock option or warrant existing as of October 7, 2019 or under the Corporation's 2015 Employee Stock Purchase Plan as it exists as of October 7, 2019 shall not require the approval of 70% of the Board of Directors or the consent of GDD or Sirtex unless such issuance would result in GDD and Sirtex, in the aggregate, holding, directly or indirectly, less than 50.1% of any class or series of the Corporation's securities on a fully diluted basis (taking into account all options, warrants, convertible securities and obligations to issue the same); (vi) creating or incurring any indebtedness or lien on any of the Corporation's or its subsidiary's assets, in excess of \$250,000; (vii) selling, assigning, leasing, licensing or otherwise transferring, abandoning, disposing of or permitting to lapse any of the Corporation's or its subsidiary's assets; (viii) incurring any capital expenditures or any obligations or liabilities in respect thereof in excess of \$500,000; (ix) approving the Corporation's annual budget; (x) making any loans, advances or capital contributions to, or investments in, any other person; and (xi) entering into any agreement with an affiliate.

Section 3.7 Action Without Meeting.

Unless otherwise restricted by the Articles of Incorporation or these Bylaws or as provided for in Section 3.6, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent is signed by all (or such lesser proportion as may be permitted by the NRS) of the members of the Board of Directors or of such committee, as the case may be.

Section 3.8 Fees and Compensation.

Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by resolution of the Board of Directors; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving additional compensation therefor.

Section 3.9 Committees.

(a) Designation: The Board of Directors may, by resolution passed by a vote of no less than a majority of the directors then in office, from time to time appoint such committees of the Board of Directors as may be permitted by law. Such committees appointed by the Board of Directors shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committee. The non-independent directors nominated by GDD and Sirtex shall be appointed to authorized committees in proportion with such directors' representation on the Board of Directors.

(b) Term: The terms of members of all committees of the Board of Directors shall expire on the date of the next annual meeting of the Board of Directors following their appointment; provided that they shall continue in office until their successors are appointed. Subject to the provisions of subsections (a) or (b) of this Section 3.9, the Board of Directors may at any time increase or decrease the number of members of a committee or terminate the existence of a committee. The membership of a committee member shall terminate on the date of his death or voluntary resignation, but, except as provided in Section 3.9(a), the Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and, in addition, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(c) Meetings: Unless the Board of Directors shall otherwise provide, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 3.9 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter; special meetings of any such committee may be held at the principal executive office of the Corporation or at any place which has been designated from time to time by resolution of such committee or by written consent of all members thereof, and may be called by any director who is a member of such committee upon written notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of written notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time after the meeting and will be waived by any director by attendance thereat. A majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee provided that a quorum of any such committee must include at least one non-independent director nominated by GDD or Sirtex to the extent any such person serves on such committee.

ARTICLE 4

OFFICERS

Section 4.1 Officers Designated.

The officers of the Corporation shall be a President, a Secretary and a Treasurer. The Board of Directors or the President may also appoint a Chairman of the Board, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers, and such other officers and agents with such powers and duties as it or he shall deem necessary. The order of the seniority of the Vice Presidents shall be in the order of their nomination unless otherwise determined by the Board of Directors. The Board of Directors may assign such additional titles to one or more of the officers as they shall deem appropriate. Any one person may hold any number of offices of the Corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the Corporation shall be fixed by or in the manner designated by the Board of Directors.

Section 4.2 Tenure and Duties of Officers.

(a) General: All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner removed. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors. Nothing in these Bylaws shall be construed as creating any kind of contractual right to employment with the Corporation.

(b) Duties of the Chairman of the Board of Directors: The Chairman of the Board of Directors (if there be such an officer appointed) when present shall preside at all meetings of the stockholders and the Board of Directors. The Chairman of the Board of Directors shall perform such other duties and have such other powers as the Board of Directors shall designate from time to time. The Chairman of the Board of Directors shall be an Independent Director of the Corporation, as that term is defined under Nasdaq Marketplace Rule 5605(a)(2).

(c) Duties of President: The President shall be the chief executive officer of the Corporation shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, unless the Chairman of the Board of Directors has been appointed and is present. The President shall perform such other duties and have such other powers as the Board of Directors shall designate from time to time.

(d) Duties of Vice Presidents: The Vice Presidents, in the order of their seniority, may assume and perform the duties of the President in the absence or disability of the President or whenever the office of the President is vacant. The Vice President shall perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(e) Duties of Secretary: The Secretary shall attend all meetings of the stockholders and of the Board of Directors and any committee thereof, and shall record all acts and proceedings thereof in the minute book of the Corporation, which may be maintained in either paper or electronic form. The Secretary shall give notice, in conformity with these Bylaws, of all meetings of the stockholders and of all meetings of the Board of Directors and any Committee thereof requiring notice. The Secretary shall perform such other duties and have such other powers as the Board of Directors shall designate from time to time. The President may direct any Assistant Secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(f) Duties of Treasurer: The Treasurer shall keep or cause to be kept the books of account of the Corporation in a thorough and proper manner, and shall render statements of the financial affairs of the Corporation in such form and as often as required by the Board of Directors or the President. The Treasurer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the Corporation. The Treasurer shall perform all other duties commonly incident to his office and shall perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time. The President may direct any Assistant Treasurer to assume and perform the duties of the Treasurer in the absence or disability of the Treasurer, and each Assistant Treasurer shall perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

ARTICLE 5

**EXECUTION OF CORPORATE INSTRUMENTS, AND
VOTING OF SECURITIES OWNED BY THE CORPORATION**

Section 5.1 Execution of Corporate Instruments.

(a) The Board of Directors may in its discretion determine the method and designate the signatory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law, and such execution or signature shall be binding upon the Corporation.

(b) Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts of the Corporation, promissory notes, deeds of trust, mortgages and other evidences of indebtedness of the Corporation, and other corporate instruments or documents requiring the corporate seal, and certificates of shares of stock owned by the Corporation, shall be executed, signed or endorsed by the Chairman of the Board (if there be such an officer appointed) or by the President; such documents may also be executed by any Vice President and by the Secretary or Treasurer or any Assistant Secretary or Assistant Treasurer. All other instruments and documents requiring the corporate signature but not requiring the corporate seal may be executed as aforesaid or in such other manner as may be directed by the Board of Directors.

(c) All checks and drafts drawn on banks or other depositories on funds to the credit of the Corporation or in special accounts of the Corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do.

(d) Execution of any corporate instrument may be effected in such form, either manual, facsimile or electronic signature, as may be authorized by the Board of Directors.

Section 5.2 Voting of Securities Owned by Corporation.

All stock and other securities of other Corporations owned or held by the Corporation for itself or for other parties in any capacity shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors or, in the absence of such authorization, by the Chairman of the Board (if there be such an officer appointed), or by the President, or by any Vice President.

ARTICLE 6
SHARES OF STOCK

Section 6.1 Form and Execution of Certificates.

The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may approve the issuance of uncertificated shares of some or all of the shares of any or all of its classes or series of capital stock. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Certificates for the shares of stock of the Corporation shall be in such form as is consistent with the Articles of Incorporation and applicable law. Every holder of stock in the Corporation shall be entitled to have a certificate signed by, or in the name of the Corporation by, the Chairman of the Board (if there be such an officer appointed), or by the President or any Vice President and by the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary, certifying the number of shares owned by him in the Corporation. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he were such officer, transfer agent, or registrar at the date of issue. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided by the NRS, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 6.2 Lost Certificates.

The Board of Directors may direct a new certificate or certificates (or uncertificated shares in lieu of a new certificate) to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates (or uncertificated shares in lieu of a new certificate), the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to indemnify the Corporation in such manner as it shall require and/or to give the Corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

Section 6.3 Transfers.

Transfers of record of shares of stock of the Corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, who shall furnish proper evidence of authority to transfer, and in the case of stock represented by a certificate, upon the surrender of a certificate or certificates for a like number of shares, properly endorsed.

Section 6.4 Registered Stockholders.

The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

ARTICLE 7

OTHER SECURITIES OF THE CORPORATION

All bonds, debentures and other corporate securities of the Corporation, other than stock certificates, may be signed by the Chairman of the Board (if there be such an officer appointed), or the President or any Vice President or such other person as may be authorized by the Board of Directors and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer; provided, however, that where any such bond, debenture or other corporate security shall be authenticated by the manual signature of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signature of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Treasurer or an Assistant Treasurer of the Corporation, or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon has ceased to be an officer of the Corporation before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the Corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the Corporation.

ARTICLE 8

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 8.1 Right to Indemnification.

Each person who was or is a party or is threatened to be made a party to or is involved (as a party, witness, or otherwise), in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (hereinafter a "Proceeding"), by reason of the fact that he, or a person of whom he is the legal representative, is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another Corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of the Proceeding is alleged action in an official capacity as a director, officer, employee, or agent or in any other capacity while serving as a director, officer, employee, or agent (hereafter an "Agent"), shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the NRS, as the same exists or may hereafter be amended or interpreted (but, in the case of any such amendment or interpretation, only to the extent that such amendment or interpretation permits the Corporation to provide broader indemnification rights than were permitted prior thereto) against all expenses, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, and any interest, assessments, or other charges imposed thereon, and any federal, state, local, or foreign taxes imposed on any Agent as a result of the actual or deemed receipt of any payments under this Article) reasonably incurred or suffered by such person in connection with investigating, defending, being a witness in, or participating in (including on appeal), or preparing for any of the foregoing in, any Proceeding (hereinafter "Expenses"); provided, however, that except as to actions to enforce indemnification rights pursuant to Section 8.3 of this Article, the Corporation shall indemnify any Agent seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if the Proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

Section 8.2 Authority to Advance Expenses.

Expenses incurred by an officer or director (acting in his capacity as such) in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding, provided, however, such Expenses shall be advanced only upon delivery to the Corporation of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article or otherwise. Expenses incurred by other Agents of the Corporation (or by the directors or officers not acting in their capacity as such, including service with respect to employee benefit plans) may be advanced upon such terms and conditions as the Board of Directors deems appropriate. Any obligation to reimburse the Corporation for Expense advances shall be unsecured and no interest shall be charged thereon.

Section 8.3 Right of Claimant to Bring Suit.

If a claim under Section 8.1 or 8.2 of this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense (including attorneys' fees) of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending a Proceeding in advance of its final disposition where the required undertaking has been tendered to the Corporation) that the claimant has not met the standards of conduct that make it permissible under the NRS for the Corporation to indemnify the claimant for the amount claimed. The burden of proving such a defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper under the circumstances because he has met the applicable standard of conduct set forth in the NRS, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

Section 8.4 Provisions Nonexclusive.

The rights conferred on any person by this Article shall not be exclusive of any other rights that such person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. To the extent that any provision of the Articles of Incorporation, agreement, or vote of the stockholders or disinterested directors is inconsistent with these Bylaws, the provision, agreement, or vote shall take precedence.

Section 8.5 Authority to Insure.

The Corporation may purchase and maintain insurance to protect itself and any Agent against any Expense, whether or not the Corporation would have the power to indemnify the Agent against such Expense under applicable law or the provisions of this Article.

Section 8.6 Enforcement of Rights

Without the necessity of entering into an express contract, all rights provided under this Article shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the Corporation and such Agent. Any rights granted by this Article to an Agent shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction.

Section 8.7 Survival of Rights.

The rights provided by this Article shall continue as to a person who has ceased to be an Agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 8.8 Settlement of Claims.

The Corporation shall not be liable to indemnify any Agent under this Article (a) for any amounts paid in settlement of any action or claim effected without the Corporation's written consent, which consent shall not be unreasonably withheld; or (b) for any judicial award if the Corporation was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action.

Section 8.9 Effect of Amendment.

Any amendment, repeal, or modification of this Article that adversely affects any rights provided in this Article to an Agent shall only be effective upon the prior written consent of such Agent.

Section 8.10 Subrogation.

In the event of payment under this Article, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the Agent, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

Section 8.11 No Duplication of Payments.

The Corporation shall not be liable under this Article to make any payment in connection with any claim made against the Agent to the extent the Agent has otherwise actually received payment (under any insurance policy, agreement, vote, or otherwise) of the amounts otherwise indemnifiable hereunder.

Section 8.12 Saving Clause.

If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Agent to the fullest extent not prohibited by any applicable portion of this Article that shall not have been invalidated, or by any other applicable law.

ARTICLE 9

NOTICES

Whenever, under any provisions of these Bylaws, notice is required to be given to any stockholder, the same shall be given either (1) in writing, timely and duly deposited in the United States Mail, postage prepaid, and addressed to his last known post office address as shown by the stock record of the Corporation or its transfer agent, or (2) by a means of electronic transmission that satisfies the requirements of Section 2.4(d) of these Bylaws, and has been consented to by the stockholder to whom the notice is given. Any notice required to be given to any director may be given by either of the methods hereinabove stated, except that such notice other than one which is delivered personally, shall be sent to such address or (in the case of electronic communication) such e-mail address, facsimile telephone number or other form of electronic address as such director shall have filed in writing or by electronic communication with the Secretary of the Corporation, or, in the absence of such filing, to the last known post office address of such director. If no address of a stockholder or director be known, such notice may be sent to the principal executive office of the Corporation. An affidavit of mailing, executed by a duly authorized and competent employee of the Corporation or its transfer agent appointed with respect to the class of stock affected, specifying the name and address or the names and addresses of the stockholder or stockholders, director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall be conclusive evidence of the statements therein contained. All notices given by mail, as above provided, shall be deemed to have been given as at the time of mailing and all notices given by means of electronic transmission shall be deemed to have been given as at the sending time recorded by the electronic transmission equipment operator transmitting the same. It shall not be necessary that the same method of giving notice be employed in respect of all directors, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others. The period or limitation of time within which any stockholder may exercise any option or right, or enjoy any privilege or benefit, or be required to act, or within which any director may exercise any power or right, or enjoy any privilege, pursuant to any notice sent him in the manner above provided, shall not be affected or extended in any manner by the failure of such a stockholder or such director to receive such notice. Whenever any notice is required to be given under the provisions of the statutes or of the Articles of Incorporation, or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Whenever notice is required to be given, under any provision of law or of the Articles of Incorporation or Bylaws of the Corporation, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Corporation is such as to require the filing of a certificate under any provision of the NRS, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

ARTICLE 10

AMENDMENTS

Except as otherwise provided in Section 8.9 above, these Bylaws may be repealed, altered or amended or new Bylaws adopted at any meeting of the stockholders, either annual or special, by the affirmative vote of a majority of the stock entitled to vote at such meeting, unless a larger vote is required by these Bylaws or the Articles of Incorporation. Except as otherwise provided in Section 8.9 above, the Board of Directors shall also have the authority to repeal, alter or amend these Bylaws or adopt new Bylaws (including, without limitation, the amendment of any Bylaws setting forth the number of directors who shall constitute the whole Board of Directors) by unanimous written consent or at any annual, regular, or special meeting by the affirmative vote of a majority of the whole number of directors, subject to the power of the stockholders to change or repeal such Bylaws. So long as the Stockholder Agreements remain in effect, the Board shall not approve any amendment, alteration or repeal of any provision of these Bylaws, or the adoption of any new Bylaws, that would be contrary to or inconsistent with Sections 2.9, 3.6(a), 3.6(e), 3.9(a), 3.9(c), this Article 10, or the rights of GDD or Sirtex, included in the Stockholders Agreements, by and between the Corporation and each of GDD and Sirtex, dated as of October 8, 2019 (the "GDD Stockholders Agreement" and the "Sirtex Stockholders Agreement", respectively).

ARTICLE 11

MISCELLANEOUS

Section 11.1 Corporate Seal.

The corporate seal shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Nevada". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 11.2 Books.

The books of the Corporation may be kept within or without the State of Nevada (subject to any provisions contained in the NRS) at such place or places as may be designated from time to time by the Board of Directors.

Section 11.3 Fiscal Year.

The fiscal year of the Corporation shall begin the first day of August of each year or upon such other day as may be designated by the Board of Directors.

Section 11.4 Certain Acquisitions by Fiduciaries.

The provisions of NRS 78.378 to 78.3793, inclusive (entitled "Acquisition of a Controlling Interest"), shall not apply to the Corporation or to any "Acquisition" of a "Controlling Interest" (as each term is defined therein) in the Corporation by any existing or future stockholder or stockholders.

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (as it may be amended or modified from time to time, this "Agreement") is made and entered into as of February 7, 2020 by and between OncoSec Medical Incorporated, a Nevada corporation (the "Company"), and Grand Decade Developments Limited, a British Virgin Islands limited company and a wholly owned subsidiary of China Grand Pharmaceutical and Healthcare Holdings Limited ("Buyer").

WHEREAS, the Company and Buyer entered into that certain Stock Purchase Agreement, dated as of October 10, 2019 (the "SPA"); and

WHEREAS, in connection with the execution and delivery of the SPA and the consummation of the transactions contemplated thereby, the Company has agreed to grant Buyer certain registration rights as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions

Capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them in the SPA.

"Agent" means the principal placement agent in an agent placement of Registrable Securities.

"Automatic Shelf Registration Statement" shall have the meaning specified in Rule 405 under the 1933 Act.

"Prospectus" means the prospectus or prospectuses included in any Registration Statement (including any "free writing prospectus" (as defined in Rule 405 under the 1933 Act) and any prospectus subject to completion and a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the 1933 Act), as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus or prospectuses.

"Registrable Securities" means the Common Stock, any other shares of Common Stock issued or issuable with respect thereto (whether by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise) and any Securities into which the Common Stock may be converted or exchanged pursuant to any merger, consolidation, sale of all or any part of its assets, corporate conversion, reorganization or similar transaction of the Company (it being understood that, for purposes of this Agreement, a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected), held or beneficially owned by Buyer (whether now held or beneficially owned or hereafter acquired, and including any such Securities received by Buyer upon the conversion or exchange of, or pursuant to such a transaction with respect to, other Securities held by Buyer). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities on the earliest to occur of: (a) the date on which a Registration Statement with respect to the sale of such Registrable Securities shall have become effective under the 1933 Act and such Registrable Securities shall have been sold, transferred or disposed of pursuant to such effective Registration Statement; and (b) the date on which such Registrable Securities shall have ceased to be outstanding.

“Registration Statement” means any registration statement filed by the Company with the SEC in compliance with the 1933 Act for a public offering and sale of the Common Stock or other securities of the Company, including the Prospectus, amendments and supplements to such Registration Statement, including pre- and post-effective amendments, all exhibits and all materials incorporated by reference or deemed to be incorporated by reference in such Registration Statement.

“Rule 144” means Rule 144 of the 1933 Act.

“Securities” means capital stock, limited partnership interests, limited liability company interests, beneficial interests, warrants, options, notes, bonds, debentures and other securities, equity interests, ownership interests and similar obligations of every kind and nature of any Person.

“Shelf Registration Statement” means a Registration Statement on Form S-3 or another appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the 1933 Act.

“Transfer” means and includes the act of selling, giving, transferring, creating a trust (voting or otherwise), assigning or otherwise disposing of (other than pledging, hypothecating or otherwise transferring as security or any transfer upon any merger or consolidation) (and correlative words shall have correlative meanings); *provided, however*, that any transfer or other disposition upon foreclosure or other exercise of remedies of a secured creditor after an event of default under or with respect to a pledge, hypothecation or other transfer as security shall constitute a Transfer.

“Underwriters’ Representative” means the managing underwriter, or in the case of a co-managed underwriting, the managing underwriter designated as the Underwriters’ Representative by the co-managers.

“WKSI” shall mean a well-known seasoned issuer, as defined in Rule 405 under the 1933 Act.

Section 2. Registration Rights

(a) Shelf Registrations. The Company shall use its best efforts to remain qualified to register the offer and sale of its securities under the 1933 Act pursuant to a Shelf Registration Statement. At any time and from time to time on or after the Closing Date, Buyer shall have the right to request an unlimited number of registrations under the 1933 Act of all or any portion of its Registrable Securities pursuant to a Shelf Registration Statement by delivering to the Company a written notice (a "Shelf Registration Notice") requesting that the Company prepare and file with the SEC a Shelf Registration Statement with respect to resales of some or all of Buyer's Registrable Securities. As promptly as practicable after receiving a Shelf Registration Notice, but in no event more than 30 days following receipt of such notice, the Company shall file with the SEC a Shelf Registration Statement covering all Registrable Securities requested to be included and, unless such Shelf Registration Statement shall become automatically effective, the Company shall use its reasonable best efforts to cause the Shelf Registration Statement to become or be declared effective by the SEC for all of the Registrable Securities covered thereby as soon as practicable thereafter, but in no event later than 60 days after the filing of such Shelf Registration Statement. To the extent the Company is a WKSI at the time that any Shelf Registration Statement is to be filed, the Company shall file an Automatic Shelf Registration Statement that covers such Registrable Securities. The Company agrees to use its reasonable best efforts to keep the Shelf Registration Statement (or a successor Registration Statement filed with respect to the Registrable Securities) continuously effective (including by filing a new Shelf Registration Statement if the initial Shelf Registration Statement expires) in order to permit the Prospectus forming a part thereof to be lawfully delivered and the Shelf Registration Statement useable for resale of the Registrable Securities in accordance with the intended methods of disposition set forth therein, so long as there are any Registrable Securities outstanding (the "Shelf Effectiveness Period").

(b) Takedown Offerings. At any time during the Shelf Effectiveness Period, Buyer may deliver to the Company a written notice (a "Shelf Takedown Notice") requiring the Company to facilitate a "takedown" of Registrable Securities off of a Shelf Registration Statement by Buyer (a "Shelf Offering"). As promptly as practicable after receiving a Shelf Takedown Notice, but in no event more than 20 days following receipt of such notice, the Company shall facilitate such a "takedown" by amending or supplementing the Prospectus related to the Shelf Registration Statement as may be requested by Buyer and taking other actions contemplated by Section 3.1 that may be applicable to such Shelf Offering.

(c) Non-Shelf Demand Registration. At any time and from time to time, if the Company has not effected or is not diligently pursuing a Shelf Registration Statement pursuant to Section 2(a) or 2(b) (including within the time frames specified therein), or the Company is not eligible to file a Shelf Registration Statement (of which ineligibility the Company shall promptly notify Buyer) or the Shelf Registration Statement filed pursuant to Section 2(a) shall cease to be effective, Buyer may deliver to the Company a written notice (a "Non-Shelf Demand Registration Notice") informing the Company that Buyer requires the Company to register for resale some or all of such Buyer's Registrable Securities (a "Non-Shelf Demand Registration"). Upon receipt of the Non-Shelf Demand Registration Notice, the Company will file with the SEC as promptly as practicable after receiving the Non-Shelf Demand Registration Notice, but in no event more than 45 days following receipt of such notice, a Registration Statement covering all requested Registrable Securities (the "Non-Shelf Demand Registration Statement"), and the Company agrees to use its reasonable best efforts to cause the Non-Shelf Demand Registration Statement to be declared effective by the SEC as soon as practicable following the filing thereof, but in no event later than 60 days after the filing of such Non-Shelf Demand Registration Statement. The Company agrees to use its reasonable best efforts to keep any Non-Shelf Demand Registration Statement continuously effective (including the preparation and filing of any amendments and supplements necessary for that purpose) for a period of not less than one year ("Minimum Effective Period").

(d) All offers and sales by Buyer under a Non-Shelf Demand Registration Statement shall be completed during the Minimum Effective Period. Upon receipt of written notice from the Company that such Non-Shelf Demand Registration Statement is no longer effective, Buyer will not offer or sell the Registrable Securities under the existing Non-Shelf Demand Registration Statement but may deliver a new Non-Shelf Demand Registration Notice pursuant to Section 2(c) and require the Company to file a new Non-Shelf Demand Registration Statement.

(e) Piggyback Registration Rights.

(i) Whenever the Company proposes to register the offer and sale of any shares of its Common Stock under the 1933 Act (other than a registration (i) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement in existence as of the date hereof) or (ii) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more stockholders of the Company (other than Buyer pursuant to this Agreement and Sirtex Medical US Holdings, Inc., but only to the extent such registration is effectuated pursuant to the registration rights agreement dated as of the date hereof between Sirtex Medical US Holdings, Inc. and the Company) (a "Piggyback Registration"), the Company shall give prompt written notice (in any event at least 15 days prior to the filing of a Registration Statement) to Buyer of its intention to effect such a registration, and such notice shall offer Buyer the opportunity to be included in such registration by notifying the Company in writing within 10 days. Subject to the provisions of this Section 2(e), the Company shall include in such registration all Registrable Securities requested by Buyer to be included therein. If any Piggyback Registration pursuant to which Buyer has registered the offer and sale of Registrable Securities is conducted using a Shelf Registration Statement (a "Piggyback Shelf Registration Statement"), Buyer shall have the right, but not the obligation, to be notified of and to participate in any offering under such Piggyback Shelf Registration Statement (a "Piggyback Shelf Takedown").

(ii) If any Piggyback Registration or Piggyback Shelf Takedown involves an underwritten offering, Buyer has elected to include Registrable Securities in such Piggyback Registration or Piggyback Shelf Takedown, and the managing underwriter of such offering advises the Company and Buyer in writing that, in its reasonable and good faith opinion, the number of shares of Common Stock proposed to be included in such registration or takedown exceeds the number of shares of Common Stock that can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration or takedown would materially and adversely affect the price for such shares of Common Stock, the Company shall include in such registration or takedown: (i) first, the Registrable Securities requested to be included therein by Buyer; (ii) second, the shares of Common Stock that the Company proposes to sell; and (iii) third, the shares of Common Stock requested to be included therein by other stockholders of the Company, if any, allocated among such stockholders in such manner as they may agree.

(iii) Buyer may elect to withdraw its request for inclusion of Registrable Securities in any Piggyback Registration or Piggyback Shelf Takedown by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement or the pricing of an underwritten offering, as applicable.

(f) Underwritten Offerings. Except for Piggyback Registrations, if any registration or offering pursuant to this Section 2 involves an underwritten offering (whether on a “firm,” “best efforts” or “all reasonable efforts” basis or otherwise) or an agented offering, Buyer shall have the right to select the underwriter or underwriters and manager or managers to administer such underwritten offering or the placement agent or agents for such agented offering. If any Piggyback Registration is initiated as a primary underwritten offering on behalf of the Company, the Company shall have the right to select the underwriter or underwriters and manager or managers to administer such underwritten offering; *provided*, that such selection shall be subject to the consent of Buyer, which consent shall not be unreasonably withheld or delayed. In all cases, Buyer shall have the right to select its counsel in connection with any registration or offering.

(g) Inclusion of Additional Securities. Except as expressly provided in Section 2(e), none of the Company, any stockholder or any security holder of the Company (other than Buyer) may include securities in any offering requested under Section 2 of this Agreement.

Section 3. Additional Obligations of the Company and Buyer

3.1 Obligations of the Company. When the Company is required to effect the registration of any Registrable Securities or facilitate or effect any offering pursuant to Section 2 of this Agreement, the Company shall use its reasonable best efforts to effect and facilitate such registration or offering in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall at the earliest practicable date (and as applicable):

(a) use its reasonable best efforts to (i) register or qualify the Registrable Securities within a reasonable time after the applicable Registration Statement is declared effective by the SEC under all applicable state securities or “blue sky” laws of such jurisdictions as Buyer may reasonably request in writing, (ii) keep each such registration or qualification effective during the period such Registration Statement is required to remain effective pursuant to this Agreement, (iii) cooperate with Buyer and the underwriters or Agents, if any, and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority, Inc. (“FINRA”) or other applicable regulatory authorities, and (iv) to do any and all other similar acts and things that may be reasonably necessary or advisable to enable Buyer to consummate the disposition of the Registrable Securities in each such jurisdiction; *provided, however*, that the Company shall not be required to (A) qualify generally to do business in any jurisdiction as a foreign corporation or to register as a broker or dealer in any jurisdiction where it would not otherwise be required to so qualify or register but for this Agreement, (B) take any action that would cause it to become subject to general taxation in any jurisdiction where it would not otherwise be subject to such taxation or (C) take any action that would subject it to the general service of process in any jurisdiction where it would not otherwise be subject to such process;

(b) promptly notify Buyer of the receipt, and provide copies to Buyer, of any comments or other correspondence from staff of the SEC with respect to any Registration Statement, and promptly respond to such comments (subject to Section 3.1(m)) and provide copies of such responses to Buyer;

(c) as promptly as practicable, prepare and file with the SEC, if necessary, such amendments and supplements to the Registration Statement and the Prospectus used in connection with such Registration Statement or any document incorporated therein by reference or file any other required document as may be necessary to cause or maintain the effectiveness of such Registration Statement for so long as such Registration Statement is required to be kept effective and to comply with the provisions of the 1933 Act and the rules thereunder with respect to the disposition of all securities covered by such Registration Statement and the instructions applicable to the registration form used by the Company;

(d) in the event that any Registrable Securities included in a Registration Statement subject to, or required by, this Agreement remain unsold at the end of the period during which the Company is obligated to maintain the effectiveness of such Registration Statement, file a post-effective amendment to the Registration Statement for the purpose of removing such securities from registered status;

(d) furnish, without charge, to Buyer such number of copies of the Registration Statement, each amendment and supplement thereto (in each case including all exhibits and any documents incorporated or deemed to be incorporated by reference therein), and the Prospectus included in such Registration Statement (including each preliminary Prospectus) in conformity with the requirements of the 1933 Act as Buyer or any underwriter or Agent may reasonably request for use in and in order to facilitate the public sale or other disposition of the Registrable Securities owned by Buyer;

(e) if a disposition of Registrable Securities takes the form of an underwritten or agented offering, any "bought deal" or block trade, promptly enter into customary agreements (including, in the case of an underwritten offering, underwriting agreements in customary form, and including provisions with respect to indemnification and contribution in customary form) and promptly take all other customary actions at such times as customarily occur in similar registered offerings in order to facilitate the disposition of such Registrable Securities and in connection therewith, including:

(i) make such representations and warranties to Buyer and the underwriters, if any, in form, substance and scope as are customarily made by issuers in similar underwritten offerings;

(ii) obtain opinions of counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to Buyer and the Underwriters' Representative or Agent, if any) addressed to Buyer and the underwriters, if any, covering the matters customarily covered in opinions requested in sales of securities or underwritten offerings and such other matters as may be reasonably requested by Buyer and the lead managing underwriter, and the Company shall furnish to Buyer a signed counterpart of any such legal opinion;

(iii) obtain "comfort" letters and updates thereof from the Company's independent certified public accountants addressed to Buyer, if permissible, and the underwriters, if any, which letters shall be customary in form and shall cover matters of the type customarily covered in "comfort" letters to underwriters in connection with primary underwritten offerings, and the Company shall furnish to Buyer a signed counterpart of any such comfort letter; and

(iv) use its reasonable best efforts to obtain executed lock-up agreements from the officers and directors of the Company and from the holders of more than 5% of the Company's equity securities (including those who are, or whose associated persons are, bound by the Company's insider trading policy), if requested by the underwriters for such time periods as the underwriters may request;

(f) promptly notify Buyer: (i) when any Registration Statement, any pre-effective amendment, the Prospectus or any prospectus supplement related thereto or post-effective amendment to the Registration Statement has been filed, and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective, (ii) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or the initiation or threat of any proceedings for that purpose, and (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction or the initiation of any proceeding for such purpose;

(g) use its reasonable best efforts to prevent the issuance of any order suspending the effectiveness of a Registration Statement or suspending the qualification or exemption from qualification under state securities or "blue sky" laws, and, if any such order suspending the effectiveness of a Registration Statement or suspending the qualification or exemption from qualification under state securities or "blue sky" laws is issued, shall promptly use its reasonable best efforts to obtain the withdrawal of such order at the earliest possible moment (and shall provide Buyer with prompt notice thereof);

(h) after the filing of a Registration Statement and thereafter until the expiration of the period during which the Company is required to maintain the effectiveness of the applicable Registration Statement as set forth in this Agreement, promptly notify Buyer: (i) of the existence of any fact of which the Company is aware or the happening of any event which has resulted in (A) the Registration Statement, as then in effect, containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statements therein not misleading, (B) the Prospectus included in such Registration Statement containing an untrue statement of a material fact or omitting to state a material fact necessary to make any statements therein, in the light of the circumstances under which they were made, not misleading or (C) the representations and warranties of or relating to the Company contained in any agreement for the sale of any Registrable Securities under a Registration Statement ceasing to be true and correct in any material respect and (ii) of the Company's reasonable determination that a post-effective amendment to the Registration Statement would be appropriate or required or that there exist circumstances not yet disclosed to the public which make further sales under such Registration Statement inadvisable pending such disclosure and post-effective amendment; and, if the notification relates to any event described in either of clauses (i) or (ii) of this Section 3.1(h), the Company shall promptly prepare and file with the SEC a post-effective amendment to the Registration Statement or a supplement to the Prospectus and furnish to Buyer a reasonable number of copies of such post-effective amendment or supplement or file any other required document so that (x) such Registration Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (y) such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) use its reasonable best efforts to cause all such Registrable Securities to be listed, and to maintain the listing of such Registrable Securities, on the national securities exchange on which the Common Stock is then listed and cause to be satisfied all requirements and conditions of such securities exchange to the listing or quoting of such securities, including registering the applicable class of Registrable Securities under the 1934 Act, if appropriate, and using its reasonable best efforts to cause such registration to become effective pursuant to the rules of the SEC in accordance with the terms hereof;

(j) if requested by Buyer in connection with the offering of Registrable Securities, incorporate in a prospectus supplement or post-effective amendment such information concerning Buyer or the intended method of distribution as Buyer reasonably requests to be included therein and is reasonably necessary to permit the sale of the Registrable Securities pursuant to the Registration Statement, including information with respect to the number of Registrable Securities being sold, the purchase price being paid therefor and any other material terms of the offering;

(k) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC and make available to its stockholders, as soon as practicable but no later than 30 days following the end of the 12-month period beginning with the first day of the Company's first fiscal quarter commencing after the effective date of each Registration Statement filed pursuant to this Agreement an earnings statement satisfying the provisions of Section 11(a) of the 1933 Act and Rule 158 thereunder;

(l) make the Company's executive officers available for customary presentations to investors to discuss the affairs of the Company at times that may be mutually and reasonably agreed upon (including senior management participation in due diligence calls with the underwriters (or Agent) and their counsel and, in the case of any marketed underwritten offering, participation in any road show or other marketing activity as reasonably requested by the lead managing underwriters for such offering), and provide Buyer, the underwriters and their respective counsel, accountants and other advisors reasonable access to its books and records and other pertinent corporate documents and properties as shall be requested in order to conduct a due diligence investigation within the meaning of the 1933 Act with respect to any applicable Registration Statement;

(m) in connection with the preparation and filing of any Registration Statement, Prospectus, any amendments or supplements thereto, and any other written communications with the SEC with respect thereto, (i) give Buyer, the underwriters or Agent (if applicable) and their respective counsels the opportunity to review and provide comments on such Registration Statement, each Prospectus included therein or filed with the SEC, each amendment thereof or supplement thereto, and any other written communications with the SEC with respect thereto, (ii) fairly and in good faith consider such comments in any such documents prior to the filing thereof as the counsel to Buyer, underwriters or Agent may reasonably request and not file or submit to the SEC any document to which Buyer reasonably objects in writing, and (iii) make available such of the Company's representatives as shall be reasonably requested by Buyer or any Agent underwriter for discussion of such documents;

(n) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such Registration Statement from and after a date not later than the effective date of such Registration Statement;

(o) cooperate with Buyer to facilitate the timely delivery, preparation and delivery of certificates (or evidence of direct registration), with requisite CUSIP numbers, representing Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as Buyer may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Registration Statement or Rule 144; *provided*, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System;

(p) to the extent the Company is a WKSJ during the period in which this Agreement is in effect, use its best efforts to take such actions as under its control to remain a WKSJ and not become an “ineligible issuer” (as defined under Rule 405 under the 1933 Act) during the period when any Registration Statement remains in effect;

(q) if Buyer, in its sole and exclusive judgment, determines that it might be deemed to be an underwriter or a “controlling person” (within the meaning of Section 15 of the 1933 Act and Section 20 of the 1934 Act) of the Company, permit Buyer to participate in the preparation of any applicable Registration Statement and insert therein language, furnished to the Company in writing, which in the reasonable judgment of Buyer and its counsel should be included;

(r) take no direct or indirect action prohibited by Regulation M under the 1934 Act; *provided*, that, to the extent that any prohibition is applicable to the Company, the Company will take all reasonable action to make any such prohibition inapplicable; and

(s) take such other actions as are reasonably required in order to expedite or facilitate the disposition of Registrable Securities as contemplated hereby.

Section 4. Indemnification; Contribution

4.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless Buyer, its officers, directors, managers, members, partners, employees, agents, advisors, representatives, stockholders and Affiliates, each underwriter, broker or any other Person acting on behalf of Buyer, and each Person, if any, who controls any of the foregoing Persons within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, as follows:

(a) against any and all loss, liability, claim, damage, action, cost, judgment and expense whatsoever (including reasonable fees, expenses and disbursements of attorneys and other professionals), joint or several, as incurred, to which any of the foregoing Persons may become subject under the 1933 Act or otherwise, arising out of or based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the 1933 Act), any amendment thereof or supplement thereto, including all documents incorporated therein by reference, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading, or (iii) any other violation or alleged violation by the Company (or any of its Affiliates) of the 1933 Act, the 1934 Act, any state securities law, or any rule or regulation promulgated under the 1933 Act, the 1934 Act, or any state securities law, relating to a Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the 1933 Act) or any amendment thereof or supplement thereto filed in accordance with this Agreement;

(b) against any and all loss, liability, claim, damage, action, cost, judgment and expense whatsoever (including reasonable fees, expenses and disbursements of attorneys and other professionals), as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; and

(c) against any and all cost or expense whatsoever, as incurred (including reasonable fees, expenses and disbursements of attorneys and other professionals), incurred in investigating, preparing, defending against or participating in (as a witness or otherwise) any litigation, or investigation or proceeding by any third party or governmental agency or body, commenced or threatened, in each case whether or not a party, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under Sections 4.1(a) or 4.1(b) above;

provided, however, that the indemnity provided pursuant to this Section 4.1 does not apply to Buyer with respect to any loss, liability, claim, damage, action, cost, judgment or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in good faith reliance upon and in conformity with written information furnished to the Company by Buyer expressly for use in the Registration Statement (or any amendment thereto) or a Prospectus (or any amendment or supplement thereto), to the extent incorporated therein.

4.2 Indemnification by Buyer. Buyer agrees to indemnify and hold harmless the Company, and each of its directors and officers who signed a Registration Statement, and each Person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, solely with respect to information provided by Buyer referred to in the proviso to this Section 4.2, against any loss, liability, claim, damage, action, cost, judgment and expense whatsoever resulting from any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or Prospectus pursuant to which the Registrable Securities of Buyer were registered (or any amendment thereof or supplement thereto) or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in light of the circumstances under which they were made) not misleading; *provided, however*, that the indemnity provided pursuant to this Section 4.2 shall only apply with respect to any loss, liability, claim, damage, action, cost judgment or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in good faith reliance upon and in conformity with written information furnished to the Company by Buyer expressly for use in the Registration Statement (or any amendment thereto) or the Prospectus (or any amendment or supplement thereto), to the extent incorporated therein. Notwithstanding the provisions of this Section 4.2, Buyer and any permitted assignee shall not be required to indemnify the Company, its officers, directors or control persons with respect to any amount in excess of the amount of the total net proceeds (after deducting underwriting fees, commissions or discounts and other offering expenses) actually received by Buyer or such permitted assignee, as the case may be, from sales of the Registrable Securities of Buyer under the Registration Statement or Prospectus, as applicable, that is the subject of the indemnification claim.

4.3 Conduct of Indemnification Proceedings. An indemnified party hereunder shall give reasonably prompt notice to the indemnifying party of any action or proceeding commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify the indemnifying party (i) shall not relieve it from any liability which it may have under the indemnity agreement provided in Section 4.1 or 4.2 above, unless and only to the extent it did not otherwise learn of such action and the lack of notice by the indemnified party results in the forfeiture by the indemnifying party of substantial rights and defenses, and (ii) shall not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided under Section 4.1 or 4.2 above and the contribution obligation provided in Section 4.4 below. If the indemnifying party so elects within a reasonable time after receipt of such notice, the indemnifying party may assume the defense of such action or proceeding at such indemnifying party's own expense with counsel chosen by the indemnifying party and approved by the indemnified party, which approval shall not be unreasonably withheld; *provided, however*, that the indemnifying party will not settle, compromise or consent to the entry of any judgment with respect to any such action or proceeding without the written consent of the indemnified party unless such settlement, compromise or consent secures the unconditional release of the indemnified party and does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party; and *provided further*, that if the indemnified party reasonably determines that a conflict of interest exists where it is advisable for the indemnified party to be represented by separate counsel or that, upon advice of counsel, there may be legal defenses available to it which are different from or in addition to those available to the indemnifying party (or in the situation where the indemnifying party fails to take reasonable steps necessary to defend diligently the action or proceeding within 20 Business Days after receiving notice from the indemnified party that the indemnified party believes the indemnifying party has failed to do so) or if such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity provided hereunder, or if such action seeks an injunction or equitable relief against any indemnified party or involves actual or alleged criminal activity, then the indemnifying party shall not be entitled to assume such defense and the indemnified party shall be entitled to separate counsel at the indemnifying party's expense, it being understood, however, that the indemnifying party shall not, in connection with any one such action, claim or proceeding or separate but substantially similar or related actions, claims or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one additional firm of attorneys (together with appropriate local counsel) at any time for all such indemnified parties. If the indemnifying party is not entitled to assume the defense of such action or proceeding as a result of the second proviso to the preceding sentence, the indemnifying party's counsel shall be entitled to conduct the indemnifying party's defense and counsel for the indemnified party shall be entitled to conduct the defense of the indemnified party, it being understood that both such counsel will cooperate with each other to conduct the defense of such action or proceeding as efficiently as possible. If the indemnifying party is not so entitled to assume the defense of such action or does not assume such defense, the indemnifying party will not be liable for any settlement effected without the written consent of the indemnifying party, not to be unreasonably withheld, delayed or conditioned. If an indemnifying party is entitled to assume, and assumes, the defense of such action or proceeding in accordance with this paragraph, the indemnifying party shall not be liable for any fees and expenses of counsel for the indemnified party incurred thereafter in connection with such action or proceeding.

4.4 Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Sections 4.1 and 4.2 above is for any reason held to be unenforceable by a court of competent jurisdiction to any indemnified party, the indemnifying party and the indemnified party shall contribute to the aggregate losses, liabilities, claims, damages, actions, costs, judgments and expenses of the nature contemplated by such indemnity agreement incurred by the indemnifying party and the indemnified party, in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages, actions, costs, judgments or expenses as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether the action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, relates to information supplied by the indemnifying party or the indemnified party (and, with respect to Buyer, only written information expressly provided for use in the Registration Statement (or any amendment thereto) or the Prospectus (or any amendment or supplement thereto), to the extent incorporated therein), and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action.

The parties hereto agree that it would not be just or equitable if contribution pursuant to this Section 4.4 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 4.4, Buyer and any permitted assignee shall not be required to contribute any amount in excess of the amount that it would have been obligated to pay by way of indemnification if the indemnification provided for under Section 4.2 had been available under the circumstances (which, for the avoidance of doubt, shall not exceed the total net proceeds (after deducting underwriting fees, commissions or discounts and other offering expenses) actually received by Buyer or such permitted assignee, as the case may be, from sales of the Registrable Securities of Buyer under the Registration Statement or Prospectus, as applicable, that is the subject of the contribution claim).

Notwithstanding the foregoing, no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any indemnifying party who was not guilty of such fraudulent misrepresentation. For purposes of this Section 4.4, each of Buyer's officers, directors, managers, members, partners, employees, agents, advisors, representatives, stockholders and Affiliates, each underwriter, broker or any other Person acting on behalf of Buyer, and each Person, if any, who controls any of the foregoing Persons within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, shall have the same rights to contribution as Buyer, and each director of the Company, each officer of the Company who signed a Registration Statement and each Person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company.

In addition, no Person shall be obligated to contribute hereunder for any amounts in payment for any settlement of any action or claim, effected without such Person's written consent.

4.5 Survival. The indemnification and contribution provisions in this Section 4 shall be a continuing right and shall survive the registration and sale of any securities by any Person entitled to indemnification or contribution, as applicable hereunder, and the expiration or termination of this Agreement.

Section 5. Registration Expenses

The Company shall pay all expenses incident to the performance by the Company of its obligations under this Agreement and in connection with the registration and disposition of Registrable Securities, including, without limitation, (i) all expenses incurred in connection with the preparation, printing and distribution of any Registration Statement and Prospectus and all amendments and supplements thereto; (ii) registration and filing fees (including, without limitation, any fees relating to filings required to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are listed or quoted); (iii) all fees and expenses of complying with securities or “blue sky” laws (including fees and disbursements of legal counsel for Buyer in connection with “blue sky” qualifications of the securities and determination of their eligibility for investment under the laws of such jurisdictions); (iv) all FINRA fees and fees of any applicable stock exchange; (v) fees and disbursements of counsel for the Company and fees and expenses for the independent certified public accountants retained by the Company (including the expenses or costs associated with the delivery of any opinions or comfort letters and expenses of any audits incident to or required by any registration); (vi) all internal expenses of the Company (including all salaries and expenses of its officers and employees performing legal or accounting duties and the expense of any annual audits); (vii) the fees and expenses of any Person, including special experts, retained by the Company in connection with the preparation of any Registration Statement; (viii) the fees, expenses and disbursements of legal counsel representing Buyer in connection with the registration, offering or sale of Registrable Securities pursuant to, or the interpretation or enforcement of, this Agreement; (ix) underwriting expenses (other than fees, commissions or discounts); and (x) messenger, telephone and delivery expenses. Buyer shall be responsible for the payment of any underwriting discounts and selling commissions, fees and disbursements of Buyer’s advisors (other than fees, expenses and disbursements of legal counsel to Buyer), and any stock transfer taxes applicable to the sale or disposition of the Registrable Securities by Buyer pursuant to this Agreement. In addition, in an underwritten offering in which selling stockholders and the Company participate, all selling stockholders and the Company shall bear underwriting discounts and selling commissions, *pro rata*, in proportion to the respective amount of shares each sells in such offering.

Section 6. Rule 144 Compliance

The Company shall use its reasonable best efforts to file as and when applicable, on a timely basis, all reports required to be filed by it under the 1933 Act and the 1934 Act. The Company shall make and keep current public information available, as specified in paragraph (c) of Rule 144 (or any successor rule) promulgated under the 1933 Act, at all times after the Closing Date. The Company shall use its reasonable best efforts to take such further action as may be required from time to time to enable Buyer to Transfer Registrable Securities without registration under the 1933 Act under the exemptions provided by Rule 144 or any other exemption from registration. Upon the request of Buyer, the Company will promptly deliver to Buyer a written statement as to whether it has complied with such requirements and, if not, the specifics thereof, as well as any such other information as may be reasonably requested to allow Buyer to sell its Registrable Securities pursuant to Rule 144. In connection with any Transfer of Registrable Securities by Buyer pursuant to Rule 144 promulgated under the 1933 Act, the Company shall cooperate with Buyer to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold and not bearing any 1933 Act legend, and enable certificates for such Registrable Securities to be for such number of shares and registered in such names as Buyer may reasonably request at least five Business Days prior to any sale of Registrable Securities hereunder or, if practicable, and at the request of Buyer, have such Registrable Securities delivered electronically via deposit/withdrawal at custodian (“DWAC”) through The Depository Trust Company.

Section 7. Miscellaneous

7.1 Additional Agreements: Certain Transactions.

(a) In the event that any Common Stock or other Securities are issued in respect of, or in exchange for, or in substitution of the Registrable Securities by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, share dividend, split-up, sale of assets, distribution to stockholders or combination of the shares or any other similar change in the Company's capital structure, the Company agrees that appropriate adjustments shall be made to this Agreement to ensure that Buyer has, immediately after consummation of such transaction, substantially the same, and in any event no less favorable in the aggregate, rights from the Company or another issuer of Securities, as applicable, as it has immediately prior to the consummation of such issuance in respect of the Registrable Securities under this Agreement.

(b) In the event that the Company elects to effect a registered offering of equity securities of any subsidiary or parent of the Company (collectively, "Alternative Entities") rather than the equity securities of the Company, whether as a result of a reorganization of the Company or otherwise, Buyer and the Company shall cause the applicable Alternative Entity to enter into an agreement with Buyer that provides Buyer with registration rights with respect to the equity securities of such Alternative Entity that are substantially the same as, and in any event no less favorable in the aggregate to, the registration rights provided to Buyer in this Agreement.

(c) The Company shall not enter into any agreement, take any action or permit any change to occur with respect to the Company's Securities that is inconsistent with, or that violates or subordinates the rights granted to Buyer under this Agreement, and no such agreement is currently in effect. The Company shall not grant any registration rights to third parties that are more favorable than, or inconsistent with, the rights granted hereunder.

(d) Each of the parties to this Agreement shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be required to carry out the provisions hereof and to give effect to the transactions contemplated hereby.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, oral and written, between the Parties with respect to the subject matter hereof.

7.3 Transaction Costs. Except as otherwise provided herein or in the SPA, each of the parties hereto shall pay their respective fees and expenses in connection with the transactions contemplated by this Agreement.

7.4 Modifications. Any amendment or modification to this Agreement, including this undertaking itself, shall only be valid if effected by an instrument or instruments in writing and shall be effective against each of the parties hereto that has signed such instrument or instruments. The parties agree that they jointly negotiated and prepared this Agreement and that this Agreement will not be construed against any party on the grounds that such party prepared or drafted the same.

7.5 Notices. All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing (which shall include communications by e-mail) and shall be delivered and deemed given if: (a) in person (on the Business Day of such delivery as evidenced by the receipt of the personal delivery service), (b) by certified or registered mail return receipt requested (one Business Day after being mailed), or (c) by e-mail (on the date of transmission):

If to the Company:

OncoSec Medical Incorporated
24 North Main Street
Pennington, NJ 08534-2218
Attn: Daniel J. O'Connor
Email: doconor@oncosec.com

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

Alston & Bird LLP
90 Park Avenue, 12th Floor
New York, NY 10016
Attn: Matthew W. Mamak
Email: matthew.mamak@alston.com

If to Buyer:

Grand Decade Developments Limited
Unit 3302, The Center, 99 Queen's Road Central
Hong Kong
Attn: Zhou Chao
Email: zhouchao@chinagrandinc.com

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

Covington & Burlington LLP
The New York Times Building, 620 Eighth Avenue
New York, 10018-1405
Attn: Jack S. Bodner
Stephen A. Infante
Email: jbodner@cov.com
sinfante@cov.com

or to such other address as the Parties may designate in writing to the other in accordance with this Section 7.5. Any Party may change the address to which notices are to be sent by giving written notice of such change of address to the other parties in the manner above provided for giving notice.

7.6 Public Announcements. Except as required by Applicable Law or by the requirements of any stock exchange on which the securities of a party hereto or any of its Affiliates are listed, no party to this Agreement will make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media with respect to the foregoing without prior notification to the other parties, and the parties to this Agreement will consult with each other and cooperate as to the form, timing and contents of any such press release, public announcement or disclosure.

7.7 Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but in case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable. To the extent the deemed deletion of the invalid, illegal or unenforceable provision or provisions is reasonably likely to have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement, the Parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

7.8 Assignment. No party hereto may assign, in whole or in part, or delegate all or any part of its rights, interests or obligations under this Agreement without the prior written consent of the other party. Any assignment or delegation made without such consent will be void. Notwithstanding the foregoing, Buyer shall be entitled to (a) assign its rights under this Agreement to any of its Affiliates and to any purchaser or transferee of Registrable Securities (whereupon such Affiliate, purchaser or transferee shall have the benefits of this Agreement as if such Affiliate, purchaser or transferee had originally been a party hereto), and (b) assign any or all of its rights and obligations under this Agreement (in whole or in part) as collateral security in a financing transaction.

7.9 Governing Law. Except to the extent that mandatory principles of Applicable Law require the application of the NRS, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

7.10 Specific Performance. Each party acknowledges and agrees that the other party would be irreparably damaged if the provisions of this Agreement are not performed in accordance with their terms and that any breach of this Agreement and the non-consummation of the transactions contemplated hereby by either party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any remedy to which such other party may be entitled under Section 7.11, provisional measures and injunctive relief necessary to protect the possibility of each party to seek specific performance from the other from the tribunal referred to in Section 7.11 can be sought from any court of competent jurisdiction. Each of the parties hereto (i) agrees that it shall not oppose the granting of any such relief and (ii) hereby irrevocably waives any requirement for the security or posting of any bond in connection with any such relief (it is understood that clause (i) of this sentence is not intended to, and shall not, preclude any party hereto from litigating on the merits the substantive claim to which such remedy relates).

7.11 Submission to Jurisdiction. The Parties agree that any Action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be brought in the state or federal courts, as applicable, in New York county in the State of New York, and each of the Parties irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Action and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that you may now or hereafter have to the laying of the venue of any such Action in any such court or that any such Action brought in any such court has been brought in an inconvenient forum. Process in any such Action may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 7.5 shall be deemed effective service of process on such party.

7.12 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

7.13 Waiver. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power, privilege. To the maximum extent permitted by Applicable Law, (a) no claim or right arising out of this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

7.14 Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one counterpart has been signed by each Party and delivered to the other Party hereto.

7.15 Rights Cumulative. All rights and remedies of each of the parties under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or Applicable Law.

7.16 Headings and Gender; Construction; Interpretation.

(a) The captions and section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. All references in this Agreement to "Section" or "Article" shall be deemed to be references to a Section or Article of this Agreement unless indicated otherwise.

(b) Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation."

(c) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Buyer or the Company, whether under any rule of construction or otherwise. No Party to this Agreement shall be considered the draftsman. On the contrary, this Agreement has been reviewed, negotiated and accepted by all Parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words so as fairly to accomplish the purposes and intentions of all the Parties.

7.17 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement; *provided, however*, the parties hereto hereby acknowledge that the Persons set forth in Section 4 are express third-party beneficiaries of the obligations of the parties hereto set forth in Section 4.

7.18 Survival. This Section 7 shall survive any termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on its behalf as of the date first herein above set forth.

COMPANY:

ONCOSEC MEDICAL INCORPORATED

By: /s/ Daniel J. O'Connor

Name: Daniel J. O'Connor

Title: Chief Executive Officer and President

BUYER:

GRAND DECADE DEVELOPMENTS LIMITED

By: /s/ Zhou Chao

Name: Zhou Chao

Title: Authorized Representative

[Signature Page to Registration Rights Agreement]

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (as it may be amended or modified from time to time, this "Agreement") is made and entered into as of February 7, 2020 by and between OncoSec Medical Incorporated, a Nevada corporation (the "Company"), and Sirtex Medical US Holdings, Inc., a Delaware corporation ("Buyer").

WHEREAS, the Company and Buyer entered into that certain Stock Purchase Agreement, dated as of October 10, 2019 (the "SPA"); and

WHEREAS, in connection with the execution and delivery of the SPA and the consummation of the transactions contemplated thereby, the Company has agreed to grant Buyer certain registration rights as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions

Capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them in the SPA.

"Agent" means the principal placement agent in an agent placement of Registrable Securities.

"Automatic Shelf Registration Statement" shall have the meaning specified in Rule 405 under the 1933 Act.

"Prospectus" means the prospectus or prospectuses included in any Registration Statement (including any "free writing prospectus" (as defined in Rule 405 under the 1933 Act) and any prospectus subject to completion and a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the 1933 Act), as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus or prospectuses.

"Registrable Securities" means the Common Stock, any other shares of Common Stock issued or issuable with respect thereto (whether by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise) and any Securities into which the Common Stock may be converted or exchanged pursuant to any merger, consolidation, sale of all or any part of its assets, corporate conversion, reorganization or similar transaction of the Company (it being understood that, for purposes of this Agreement, a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected), held or beneficially owned by Buyer (whether now held or beneficially owned or hereafter acquired, and including any such Securities received by Buyer upon the conversion or exchange of, or pursuant to such a transaction with respect to, other Securities held by Buyer). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities on the earliest to occur of: (a) the date on which a Registration Statement with respect to the sale of such Registrable Securities shall have become effective under the 1933 Act and such Registrable Securities shall have been sold, transferred or disposed of pursuant to such effective Registration Statement; and (b) the date on which such Registrable Securities shall have ceased to be outstanding.

“Registration Statement” means any registration statement filed by the Company with the SEC in compliance with the 1933 Act for a public offering and sale of the Common Stock or other securities of the Company, including the Prospectus, amendments and supplements to such Registration Statement, including pre- and post-effective amendments, all exhibits and all materials incorporated by reference or deemed to be incorporated by reference in such Registration Statement.

“Rule 144” means Rule 144 of the 1933 Act.

“Securities” means capital stock, limited partnership interests, limited liability company interests, beneficial interests, warrants, options, notes, bonds, debentures and other securities, equity interests, ownership interests and similar obligations of every kind and nature of any Person.

“Shelf Registration Statement” means a Registration Statement on Form S-3 or another appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the 1933 Act.

“Transfer” means and includes the act of selling, giving, transferring, creating a trust (voting or otherwise), assigning or otherwise disposing of (other than pledging, hypothecating or otherwise transferring as security or any transfer upon any merger or consolidation) (and correlative words shall have correlative meanings); *provided, however*, that any transfer or other disposition upon foreclosure or other exercise of remedies of a secured creditor after an event of default under or with respect to a pledge, hypothecation or other transfer as security shall constitute a Transfer.

“Underwriters’ Representative” means the managing underwriter, or in the case of a co-managed underwriting, the managing underwriter designated as the Underwriters’ Representative by the co-managers.

“WKSI” shall mean a well-known seasoned issuer, as defined in Rule 405 under the 1933 Act.

Section 2. Registration Rights

(a) Shelf Registrations. The Company shall use its best efforts to remain qualified to register the offer and sale of its securities under the 1933 Act pursuant to a Shelf Registration Statement. At any time and from time to time on or after the Closing Date, Buyer shall have the right to request an unlimited number of registrations under the 1933 Act of all or any portion of its Registrable Securities pursuant to a Shelf Registration Statement by delivering to the Company a written notice (a “Shelf Registration Notice”) requesting that the Company prepare and file with the SEC a Shelf Registration Statement with respect to resales of some or all of Buyer’s Registrable Securities. As promptly as practicable after receiving a Shelf Registration Notice, but in no event more than 30 days following receipt of such notice, the Company shall file with the SEC a Shelf Registration Statement covering all Registrable Securities requested to be included and, unless such Shelf Registration Statement shall become automatically effective, the Company shall use its reasonable best efforts to cause the Shelf Registration Statement to become or be declared effective by the SEC for all of the Registrable Securities covered thereby as soon as practicable thereafter, but in no event later than 60 days after the filing of such Shelf Registration Statement. To the extent the Company is a WKSI at the time that any Shelf Registration Statement is to be filed, the Company shall file an Automatic Shelf Registration Statement that covers such Registrable Securities. The Company agrees to use its reasonable best efforts to keep the Shelf Registration Statement (or a successor Registration Statement filed with respect to the Registrable Securities) continuously effective (including by filing a new Shelf Registration Statement if the initial Shelf Registration Statement expires) in order to permit the Prospectus forming a part thereof to be lawfully delivered and the Shelf Registration Statement useable for resale of the Registrable Securities in accordance with the intended methods of disposition set forth therein, so long as there are any Registrable Securities outstanding (the “Shelf Effectiveness Period”).

(b) Takedown Offerings. At any time during the Shelf Effectiveness Period, Buyer may deliver to the Company a written notice (a “Shelf Takedown Notice”) requiring the Company to facilitate a “takedown” of Registrable Securities off of a Shelf Registration Statement by Buyer (a “Shelf Offering”). As promptly as practicable after receiving a Shelf Takedown Notice, but in no event more than 20 days following receipt of such notice, the Company shall facilitate such a “takedown” by amending or supplementing the Prospectus related to the Shelf Registration Statement as may be requested by Buyer and taking other actions contemplated by Section 3.1 that may be applicable to such Shelf Offering.

(c) Non-Shelf Demand Registration. At any time and from time to time, if the Company has not effected or is not diligently pursuing a Shelf Registration Statement pursuant to Section 2(a) or 2(b) (including within the time frames specified therein), or the Company is not eligible to file a Shelf Registration Statement (of which ineligibility the Company shall promptly notify Buyer) or the Shelf Registration Statement filed pursuant to Section 2(a) shall cease to be effective, Buyer may deliver to the Company a written notice (a “Non-Shelf Demand Registration Notice”) informing the Company that Buyer requires the Company to register for resale some or all of such Buyer’s Registrable Securities (a “Non-Shelf Demand Registration”). Upon receipt of the Non-Shelf Demand Registration Notice, the Company will file with the SEC as promptly as practicable after receiving the Non-Shelf Demand Registration Notice, but in no event more than 45 days following receipt of such notice, a Registration Statement covering all requested Registrable Securities (the “Non-Shelf Demand Registration Statement”), and the Company agrees to use its reasonable best efforts to cause the Non-Shelf Demand Registration Statement to be declared effective by the SEC as soon as practicable following the filing thereof, but in no event later than 60 days after the filing of such Non-Shelf Demand Registration Statement. The Company agrees to use its reasonable best efforts to keep any Non-Shelf Demand Registration Statement continuously effective (including the preparation and filing of any amendments and supplements necessary for that purpose) for a period of not less than one year (“Minimum Effective Period”).

(d) All offers and sales by Buyer under a Non-Shelf Demand Registration Statement shall be completed during the Minimum Effective Period. Upon receipt of written notice from the Company that such Non-Shelf Demand Registration Statement is no longer effective, Buyer will not offer or sell the Registrable Securities under the existing Non-Shelf Demand Registration Statement but may deliver a new Non-Shelf Demand Registration Notice pursuant to Section 2(c) and require the Company to file a new Non-Shelf Demand Registration Statement.

(e) Piggyback Registration Rights.

(i) Whenever the Company proposes to register the offer and sale of any shares of its Common Stock under the 1933 Act (other than a registration (i) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement in existence as of the date hereof) or (ii) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more stockholders of the Company (other than Buyer pursuant to this Agreement and Grand Decade Developments Limited, but only to the extent such registration is effectuated pursuant to the registration rights agreement dated as of the date hereof between Grand Decade Developments Limited and the Company) (a "Piggyback Registration"), the Company shall give prompt written notice (in any event at least 15 days prior to the filing of a Registration Statement) to Buyer of its intention to effect such a registration, and such notice shall offer Buyer the opportunity to be included in such registration by notifying the Company in writing within 10 days. Subject to the provisions of this Section 2(e), the Company shall include in such registration all Registrable Securities requested by Buyer to be included therein. If any Piggyback Registration pursuant to which Buyer has registered the offer and sale of Registrable Securities is conducted using a Shelf Registration Statement (a "Piggyback Shelf Registration Statement"), Buyer shall have the right, but not the obligation, to be notified of and to participate in any offering under such Piggyback Shelf Registration Statement (a "Piggyback Shelf Takedown").

(ii) If any Piggyback Registration or Piggyback Shelf Takedown involves an underwritten offering, Buyer has elected to include Registrable Securities in such Piggyback Registration or Piggyback Shelf Takedown, and the managing underwriter of such offering advises the Company and Buyer in writing that, in its reasonable and good faith opinion, the number of shares of Common Stock proposed to be included in such registration or takedown exceeds the number of shares of Common Stock that can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration or takedown would materially and adversely affect the price for such shares of Common Stock, the Company shall include in such registration or takedown: (i) first, the Registrable Securities requested to be included therein by Buyer; (ii) second, the shares of Common Stock that the Company proposes to sell; and (iii) third, the shares of Common Stock requested to be included therein by other stockholders of the Company, if any, allocated among such stockholders in such manner as they may agree.

(iii) Buyer may elect to withdraw its request for inclusion of Registrable Securities in any Piggyback Registration or Piggyback Shelf Takedown by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement or the pricing of an underwritten offering, as applicable.

(f) Underwritten Offerings. Except for Piggyback Registrations, if any registration or offering pursuant to this Section 2 involves an underwritten offering (whether on a “firm,” “best efforts” or “all reasonable efforts” basis or otherwise) or an agented offering, Buyer shall have the right to select the underwriter or underwriters and manager or managers to administer such underwritten offering or the placement agent or agents for such agented offering. If any Piggyback Registration is initiated as a primary underwritten offering on behalf of the Company, the Company shall have the right to select the underwriter or underwriters and manager or managers to administer such underwritten offering; *provided*, that such selection shall be subject to the consent of Buyer, which consent shall not be unreasonably withheld or delayed. In all cases, Buyer shall have the right to select its counsel in connection with any registration or offering.

(g) Inclusion of Additional Securities. Except as expressly provided in Section 2(e), none of the Company, any stockholder or any security holder of the Company (other than Buyer) may include securities in any offering requested under Section 2 of this Agreement.

Section 3. Additional Obligations of the Company and Buyer

3.1 Obligations of the Company. When the Company is required to effect the registration of any Registrable Securities or facilitate or effect any offering pursuant to Section 2 of this Agreement, the Company shall use its reasonable best efforts to effect and facilitate such registration or offering in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall at the earliest practicable date (and as applicable):

(a) use its reasonable best efforts to (i) register or qualify the Registrable Securities within a reasonable time after the applicable Registration Statement is declared effective by the SEC under all applicable state securities or “blue sky” laws of such jurisdictions as Buyer may reasonably request in writing, (ii) keep each such registration or qualification effective during the period such Registration Statement is required to remain effective pursuant to this Agreement, (iii) cooperate with Buyer and the underwriters or Agents, if any, and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority, Inc. (“FINRA”) or other applicable regulatory authorities, and (iv) to do any and all other similar acts and things that may be reasonably necessary or advisable to enable Buyer to consummate the disposition of the Registrable Securities in each such jurisdiction; *provided, however*, that the Company shall not be required to (A) qualify generally to do business in any jurisdiction as a foreign corporation or to register as a broker or dealer in any jurisdiction where it would not otherwise be required to so qualify or register but for this Agreement, (B) take any action that would cause it to become subject to general taxation in any jurisdiction where it would not otherwise be subject to such taxation or (C) take any action that would subject it to the general service of process in any jurisdiction where it would not otherwise be subject to such process;

(b) promptly notify Buyer of the receipt, and provide copies to Buyer, of any comments or other correspondence from staff of the SEC with respect to any Registration Statement, and promptly respond to such comments (subject to Section 3.1(m)) and provide copies of such responses to Buyer;

(c) as promptly as practicable, prepare and file with the SEC, if necessary, such amendments and supplements to the Registration Statement and the Prospectus used in connection with such Registration Statement or any document incorporated therein by reference or file any other required document as may be necessary to cause or maintain the effectiveness of such Registration Statement for so long as such Registration Statement is required to be kept effective and to comply with the provisions of the 1933 Act and the rules thereunder with respect to the disposition of all securities covered by such Registration Statement and the instructions applicable to the registration form used by the Company;

(d) in the event that any Registrable Securities included in a Registration Statement subject to, or required by, this Agreement remain unsold at the end of the period during which the Company is obligated to maintain the effectiveness of such Registration Statement, file a post-effective amendment to the Registration Statement for the purpose of removing such securities from registered status;

(d) furnish, without charge, to Buyer such number of copies of the Registration Statement, each amendment and supplement thereto (in each case including all exhibits and any documents incorporated or deemed to be incorporated by reference therein), and the Prospectus included in such Registration Statement (including each preliminary Prospectus) in conformity with the requirements of the 1933 Act as Buyer or any underwriter or Agent may reasonably request for use in and in order to facilitate the public sale or other disposition of the Registrable Securities owned by Buyer;

(e) if a disposition of Registrable Securities takes the form of an underwritten or agented offering, any "bought deal" or block trade, promptly enter into customary agreements (including, in the case of an underwritten offering, underwriting agreements in customary form, and including provisions with respect to indemnification and contribution in customary form) and promptly take all other customary actions at such times as customarily occur in similar registered offerings in order to facilitate the disposition of such Registrable Securities and in connection therewith, including:

(i) make such representations and warranties to Buyer and the underwriters, if any, in form, substance and scope as are customarily made by issuers in similar underwritten offerings;

(ii) obtain opinions of counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to Buyer and the Underwriters' Representative or Agent, if any) addressed to Buyer and the underwriters, if any, covering the matters customarily covered in opinions requested in sales of securities or underwritten offerings and such other matters as may be reasonably requested by Buyer and the lead managing underwriter, and the Company shall furnish to Buyer a signed counterpart of any such legal opinion;

(iii) obtain "comfort" letters and updates thereof from the Company's independent certified public accountants addressed to Buyer, if permissible, and the underwriters, if any, which letters shall be customary in form and shall cover matters of the type customarily covered in "comfort" letters to underwriters in connection with primary underwritten offerings, and the Company shall furnish to Buyer a signed counterpart of any such comfort letter; and

(iv) use its reasonable best efforts to obtain executed lock-up agreements from the officers and directors of the Company and from the holders of more than 5% of the Company's equity securities (including those who are, or whose associated persons are, bound by the Company's insider trading policy), if requested by the underwriters for such time periods as the underwriters may request;

(f) promptly notify Buyer: (i) when any Registration Statement, any pre-effective amendment, the Prospectus or any prospectus supplement related thereto or post-effective amendment to the Registration Statement has been filed, and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective, (ii) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or the initiation or threat of any proceedings for that purpose, and (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or “blue sky” laws of any jurisdiction or the initiation of any proceeding for such purpose;

(g) use its reasonable best efforts to prevent the issuance of any order suspending the effectiveness of a Registration Statement or suspending the qualification or exemption from qualification under state securities or “blue sky” laws, and, if any such order suspending the effectiveness of a Registration Statement or suspending the qualification or exemption from qualification under state securities or “blue sky” laws is issued, shall promptly use its reasonable best efforts to obtain the withdrawal of such order at the earliest possible moment (and shall provide Buyer with prompt notice thereof);

(h) after the filing of a Registration Statement and thereafter until the expiration of the period during which the Company is required to maintain the effectiveness of the applicable Registration Statement as set forth in this Agreement, promptly notify Buyer: (i) of the existence of any fact of which the Company is aware or the happening of any event which has resulted in (A) the Registration Statement, as then in effect, containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statements therein not misleading, (B) the Prospectus included in such Registration Statement containing an untrue statement of a material fact or omitting to state a material fact necessary to make any statements therein, in the light of the circumstances under which they were made, not misleading or (C) the representations and warranties of or relating to the Company contained in any agreement for the sale of any Registrable Securities under a Registration Statement ceasing to be true and correct in any material respect and (ii) of the Company’s reasonable determination that a post-effective amendment to the Registration Statement would be appropriate or required or that there exist circumstances not yet disclosed to the public which make further sales under such Registration Statement inadvisable pending such disclosure and post-effective amendment; and, if the notification relates to any event described in either of clauses (i) or (ii) of this Section 3.1(h), the Company shall promptly prepare and file with the SEC a post-effective amendment to the Registration Statement or a supplement to the Prospectus and furnish to Buyer a reasonable number of copies of such post-effective amendment or supplement or file any other required document so that (x) such Registration Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (y) such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) use its reasonable best efforts to cause all such Registrable Securities to be listed, and to maintain the listing of such Registrable Securities, on the national securities exchange on which the Common Stock is then listed and cause to be satisfied all requirements and conditions of such securities exchange to the listing or quoting of such securities, including registering the applicable class of Registrable Securities under the 1934 Act, if appropriate, and using its reasonable best efforts to cause such registration to become effective pursuant to the rules of the SEC in accordance with the terms hereof;

(j) if requested by Buyer in connection with the offering of Registrable Securities, incorporate in a prospectus supplement or post-effective amendment such information concerning Buyer or the intended method of distribution as Buyer reasonably requests to be included therein and is reasonably necessary to permit the sale of the Registrable Securities pursuant to the Registration Statement, including information with respect to the number of Registrable Securities being sold, the purchase price being paid therefor and any other material terms of the offering;

(k) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC and make available to its stockholders, as soon as practicable but no later than 30 days following the end of the 12-month period beginning with the first day of the Company's first fiscal quarter commencing after the effective date of each Registration Statement filed pursuant to this Agreement an earnings statement satisfying the provisions of Section 11(a) of the 1933 Act and Rule 158 thereunder;

(l) make the Company's executive officers available for customary presentations to investors to discuss the affairs of the Company at times that may be mutually and reasonably agreed upon (including senior management participation in due diligence calls with the underwriters (or Agent) and their counsel and, in the case of any marketed underwritten offering, participation in any road show or other marketing activity as reasonably requested by the lead managing underwriters for such offering), and provide Buyer, the underwriters and their respective counsel, accountants and other advisors reasonable access to its books and records and other pertinent corporate documents and properties as shall be requested in order to conduct a due diligence investigation within the meaning of the 1933 Act with respect to any applicable Registration Statement;

(m) in connection with the preparation and filing of any Registration Statement, Prospectus, any amendments or supplements thereto, and any other written communications with the SEC with respect thereto, (i) give Buyer, the underwriters or Agent (if applicable) and their respective counsels the opportunity to review and provide comments on such Registration Statement, each Prospectus included therein or filed with the SEC, each amendment thereof or supplement thereto, and any other written communications with the SEC with respect thereto, (ii) fairly and in good faith consider such comments in any such documents prior to the filing thereof as the counsel to Buyer, underwriters or Agent may reasonably request and not file or submit to the SEC any document to which Buyer reasonably objects in writing, and (iii) make available such of the Company's representatives as shall be reasonably requested by Buyer or any Agent underwriter for discussion of such documents;

(n) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such Registration Statement from and after a date not later than the effective date of such Registration Statement;

(o) cooperate with Buyer to facilitate the timely delivery, preparation and delivery of certificates (or evidence of direct registration), with requisite CUSIP numbers, representing Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as Buyer may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Registration Statement or Rule 144; *provided*, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System;

(p) to the extent the Company is a WKSI during the period in which this Agreement is in effect, use its best efforts to take such actions as under its control to remain a WKSI and not become an “ineligible issuer” (as defined under Rule 405 under the 1933 Act) during the period when any Registration Statement remains in effect;

(q) if Buyer, in its sole and exclusive judgment, determines that it might be deemed to be an underwriter or a “controlling person” (within the meaning of Section 15 of the 1933 Act and Section 20 of the 1934 Act) of the Company, permit Buyer to participate in the preparation of any applicable Registration Statement and insert therein language, furnished to the Company in writing, which in the reasonable judgment of Buyer and its counsel should be included;

(r) take no direct or indirect action prohibited by Regulation M under the 1934 Act; *provided*, that, to the extent that any prohibition is applicable to the Company, the Company will take all reasonable action to make any such prohibition inapplicable; and

(s) take such other actions as are reasonably required in order to expedite or facilitate the disposition of Registrable Securities as contemplated hereby.

Section 4. Indemnification; Contribution

4.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless Buyer, its officers, directors, managers, members, partners, employees, agents, advisors, representatives, stockholders and Affiliates, each underwriter, broker or any other Person acting on behalf of Buyer, and each Person, if any, who controls any of the foregoing Persons within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, as follows:

(a) against any and all loss, liability, claim, damage, action, cost, judgment and expense whatsoever (including reasonable fees, expenses and disbursements of attorneys and other professionals), joint or several, as incurred, to which any of the foregoing Persons may become subject under the 1933 Act or otherwise, arising out of or based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the 1933 Act), any amendment thereof or supplement thereto, including all documents incorporated therein by reference, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading, or (iii) any other violation or alleged violation by the Company (or any of its Affiliates) of the 1933 Act, the 1934 Act, any state securities law, or any rule or regulation promulgated under the 1933 Act, the 1934 Act, or any state securities law, relating to a Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the 1933 Act) or any amendment thereof or supplement thereto filed in accordance with this Agreement;

(b) against any and all loss, liability, claim, damage, action, cost, judgment and expense whatsoever (including reasonable fees, expenses and disbursements of attorneys and other professionals), as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; and

(c) against any and all cost or expense whatsoever, as incurred (including reasonable fees, expenses and disbursements of attorneys and other professionals), incurred in investigating, preparing, defending against or participating in (as a witness or otherwise) any litigation, or investigation or proceeding by any third party or governmental agency or body, commenced or threatened, in each case whether or not a party, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under Sections 4.1(a) or 4.1(b) above;

provided, however, that the indemnity provided pursuant to this Section 4.1 does not apply to Buyer with respect to any loss, liability, claim, damage, action, cost, judgment or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in good faith reliance upon and in conformity with written information furnished to the Company by Buyer expressly for use in the Registration Statement (or any amendment thereto) or a Prospectus (or any amendment or supplement thereto), to the extent incorporated therein.

4.2 Indemnification by Buyer. Buyer agrees to indemnify and hold harmless the Company, and each of its directors and officers who signed a Registration Statement, and each Person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, solely with respect to information provided by Buyer referred to in the proviso to this Section 4.2, against any loss, liability, claim, damage, action, cost, judgment and expense whatsoever resulting from any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or Prospectus pursuant to which the Registrable Securities of Buyer were registered (or any amendment thereof or supplement thereto) or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in light of the circumstances under which they were made) not misleading; *provided, however*, that the indemnity provided pursuant to this Section 4.2 shall only apply with respect to any loss, liability, claim, damage, action, cost judgment or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in good faith reliance upon and in conformity with written information furnished to the Company by Buyer expressly for use in the Registration Statement (or any amendment thereto) or the Prospectus (or any amendment or supplement thereto), to the extent incorporated therein. Notwithstanding the provisions of this Section 4.2, Buyer and any permitted assignee shall not be required to indemnify the Company, its officers, directors or control persons with respect to any amount in excess of the amount of the total net proceeds (after deducting underwriting fees, commissions or discounts and other offering expenses) actually received by Buyer or such permitted assignee, as the case may be, from sales of the Registrable Securities of Buyer under the Registration Statement or Prospectus, as applicable, that is the subject of the indemnification claim.

4.3 Conduct of Indemnification Proceedings. An indemnified party hereunder shall give reasonably prompt notice to the indemnifying party of any action or proceeding commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify the indemnifying party (i) shall not relieve it from any liability which it may have under the indemnity agreement provided in Section 4.1 or 4.2 above, unless and only to the extent it did not otherwise learn of such action and the lack of notice by the indemnified party results in the forfeiture by the indemnifying party of substantial rights and defenses, and (ii) shall not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided under Section 4.1 or 4.2 above and the contribution obligation provided in Section 4.4 below. If the indemnifying party so elects within a reasonable time after receipt of such notice, the indemnifying party may assume the defense of such action or proceeding at such indemnifying party's own expense with counsel chosen by the indemnifying party and approved by the indemnified party, which approval shall not be unreasonably withheld; *provided, however*, that the indemnifying party will not settle, compromise or consent to the entry of any judgment with respect to any such action or proceeding without the written consent of the indemnified party unless such settlement, compromise or consent secures the unconditional release of the indemnified party and does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party; and *provided further*, that if the indemnified party reasonably determines that a conflict of interest exists where it is advisable for the indemnified party to be represented by separate counsel or that, upon advice of counsel, there may be legal defenses available to it which are different from or in addition to those available to the indemnifying party (or in the situation where the indemnifying party fails to take reasonable steps necessary to defend diligently the action or proceeding within 20 Business Days after receiving notice from the indemnified party that the indemnified party believes the indemnifying party has failed to do so) or if such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity provided hereunder, or if such action seeks an injunction or equitable relief against any indemnified party or involves actual or alleged criminal activity, then the indemnifying party shall not be entitled to assume such defense and the indemnified party shall be entitled to separate counsel at the indemnifying party's expense, it being understood, however, that the indemnifying party shall not, in connection with any one such action, claim or proceeding or separate but substantially similar or related actions, claims or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one additional firm of attorneys (together with appropriate local counsel) at any time for all such indemnified parties. If the indemnifying party is not entitled to assume the defense of such action or proceeding as a result of the second proviso to the preceding sentence, the indemnifying party's counsel shall be entitled to conduct the indemnifying party's defense and counsel for the indemnified party shall be entitled to conduct the defense of the indemnified party, it being understood that both such counsel will cooperate with each other to conduct the defense of such action or proceeding as efficiently as possible. If the indemnifying party is not so entitled to assume the defense of such action or does not assume such defense, the indemnifying party will not be liable for any settlement effected without the written consent of the indemnifying party, not to be unreasonably withheld, delayed or conditioned. If an indemnifying party is entitled to assume, and assumes, the defense of such action or proceeding in accordance with this paragraph, the indemnifying party shall not be liable for any fees and expenses of counsel for the indemnified party incurred thereafter in connection with such action or proceeding.

4.4 Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Sections 4.1 and 4.2 above is for any reason held to be unenforceable by a court of competent jurisdiction to any indemnified party, the indemnifying party and the indemnified party shall contribute to the aggregate losses, liabilities, claims, damages, actions, costs, judgments and expenses of the nature contemplated by such indemnity agreement incurred by the indemnifying party and the indemnified party, in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages, actions, costs, judgments or expenses as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether the action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, relates to information supplied by the indemnifying party or the indemnified party (and, with respect to Buyer, only written information expressly provided for use in the Registration Statement (or any amendment thereto) or the Prospectus (or any amendment or supplement thereto), to the extent incorporated therein), and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action.

The parties hereto agree that it would not be just or equitable if contribution pursuant to this Section 4.4 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 4.4, Buyer and any permitted assignee shall not be required to contribute any amount in excess of the amount that it would have been obligated to pay by way of indemnification if the indemnification provided for under Section 4.2 had been available under the circumstances (which, for the avoidance of doubt, shall not exceed the total net proceeds (after deducting underwriting fees, commissions or discounts and other offering expenses) actually received by Buyer or such permitted assignee, as the case may be, from sales of the Registrable Securities of Buyer under the Registration Statement or Prospectus, as applicable, that is the subject of the contribution claim).

Notwithstanding the foregoing, no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any indemnifying party who was not guilty of such fraudulent misrepresentation. For purposes of this Section 4.4, each of Buyer's officers, directors, managers, members, partners, employees, agents, advisors, representatives, stockholders and Affiliates, each underwriter, broker or any other Person acting on behalf of Buyer, and each Person, if any, who controls any of the foregoing Persons within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, shall have the same rights to contribution as Buyer, and each director of the Company, each officer of the Company who signed a Registration Statement and each Person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company.

In addition, no Person shall be obligated to contribute hereunder for any amounts in payment for any settlement of any action or claim, effected without such Person's written consent.

4.5 Survival. The indemnification and contribution provisions in this Section 4 shall be a continuing right and shall survive the registration and sale of any securities by any Person entitled to indemnification or contribution, as applicable hereunder, and the expiration or termination of this Agreement.

Section 5. Registration Expenses

The Company shall pay all expenses incident to the performance by the Company of its obligations under this Agreement and in connection with the registration and disposition of Registrable Securities, including, without limitation, (i) all expenses incurred in connection with the preparation, printing and distribution of any Registration Statement and Prospectus and all amendments and supplements thereto; (ii) registration and filing fees (including, without limitation, any fees relating to filings required to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are listed or quoted); (iii) all fees and expenses of complying with securities or “blue sky” laws (including fees and disbursements of legal counsel for Buyer in connection with “blue sky” qualifications of the securities and determination of their eligibility for investment under the laws of such jurisdictions); (iv) all FINRA fees and fees of any applicable stock exchange; (v) fees and disbursements of counsel for the Company and fees and expenses for the independent certified public accountants retained by the Company (including the expenses or costs associated with the delivery of any opinions or comfort letters and expenses of any audits incident to or required by any registration); (vi) all internal expenses of the Company (including all salaries and expenses of its officers and employees performing legal or accounting duties and the expense of any annual audits); (vii) the fees and expenses of any Person, including special experts, retained by the Company in connection with the preparation of any Registration Statement; (viii) the fees, expenses and disbursements of legal counsel representing Buyer in connection with the registration, offering or sale of Registrable Securities pursuant to, or the interpretation or enforcement of, this Agreement; (ix) underwriting expenses (other than fees, commissions or discounts); and (x) messenger, telephone and delivery expenses. Buyer shall be responsible for the payment of any underwriting discounts and selling commissions, fees and disbursements of Buyer’s advisors (other than fees, expenses and disbursements of legal counsel to Buyer), and any stock transfer taxes applicable to the sale or disposition of the Registrable Securities by Buyer pursuant to this Agreement. In addition, in an underwritten offering in which selling stockholders and the Company participate, all selling stockholders and the Company shall bear underwriting discounts and selling commissions, *pro rata*, in proportion to the respective amount of shares each sells in such offering.

Section 6. Rule 144 Compliance

The Company shall use its reasonable best efforts to file as and when applicable, on a timely basis, all reports required to be filed by it under the 1933 Act and the 1934 Act. The Company shall make and keep current public information available, as specified in paragraph (c) of Rule 144 (or any successor rule) promulgated under the 1933 Act, at all times after the Closing Date. The Company shall use its reasonable best efforts to take such further action as may be required from time to time to enable Buyer to Transfer Registrable Securities without registration under the 1933 Act under the exemptions provided by Rule 144 or any other exemption from registration. Upon the request of Buyer, the Company will promptly deliver to Buyer a written statement as to whether it has complied with such requirements and, if not, the specifics thereof, as well as any such other information as may be reasonably requested to allow Buyer to sell its Registrable Securities pursuant to Rule 144. In connection with any Transfer of Registrable Securities by Buyer pursuant to Rule 144 promulgated under the 1933 Act, the Company shall cooperate with Buyer to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold and not bearing any 1933 Act legend, and enable certificates for such Registrable Securities to be for such number of shares and registered in such names as Buyer may reasonably request at least five Business Days prior to any sale of Registrable Securities hereunder or, if practicable, and at the request of Buyer, have such Registrable Securities delivered electronically via deposit/withdrawal at custodian (“DWAC”) through The Depository Trust Company.

Section 7. Miscellaneous

7.1 Additional Agreements: Certain Transactions.

(a) In the event that any Common Stock or other Securities are issued in respect of, or in exchange for, or in substitution of the Registrable Securities by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, share dividend, split-up, sale of assets, distribution to stockholders or combination of the shares or any other similar change in the Company's capital structure, the Company agrees that appropriate adjustments shall be made to this Agreement to ensure that Buyer has, immediately after consummation of such transaction, substantially the same, and in any event no less favorable in the aggregate, rights from the Company or another issuer of Securities, as applicable, as it has immediately prior to the consummation of such issuance in respect of the Registrable Securities under this Agreement.

(b) In the event that the Company elects to effect a registered offering of equity securities of any subsidiary or parent of the Company (collectively, "Alternative Entities") rather than the equity securities of the Company, whether as a result of a reorganization of the Company or otherwise, Buyer and the Company shall cause the applicable Alternative Entity to enter into an agreement with Buyer that provides Buyer with registration rights with respect to the equity securities of such Alternative Entity that are substantially the same as, and in any event no less favorable in the aggregate to, the registration rights provided to Buyer in this Agreement.

(c) The Company shall not enter into any agreement, take any action or permit any change to occur with respect to the Company's Securities that is inconsistent with, or that violates or subordinates the rights granted to Buyer under this Agreement, and no such agreement is currently in effect. The Company shall not grant any registration rights to third parties that are more favorable than, or inconsistent with, the rights granted hereunder.

(d) Each of the parties to this Agreement shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be required to carry out the provisions hereof and to give effect to the transactions contemplated hereby.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, oral and written, between the Parties with respect to the subject matter hereof.

7.3 Transaction Costs. Except as otherwise provided herein or in the SPA, each of the parties hereto shall pay their respective fees and expenses in connection with the transactions contemplated by this Agreement.

7.4 Modifications. Any amendment or modification to this Agreement, including this undertaking itself, shall only be valid if effected by an instrument or instruments in writing and shall be effective against each of the parties hereto that has signed such instrument or instruments. The parties agree that they jointly negotiated and prepared this Agreement and that this Agreement will not be construed against any party on the grounds that such party prepared or drafted the same.

7.5 Notices. All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing (which shall include communications by e-mail) and shall be delivered and deemed given if: (a) in person (on the Business Day of such delivery as evidenced by the receipt of the personal delivery service), (b) by certified or registered mail return receipt requested (one Business Day after being mailed), or (c) by e-mail (on the date of transmission):

If to the Company:

OncoSec Medical Incorporated
24 North Main Street
Pennington, NJ 08534-2218
Attn: Daniel J. O'Connor
Email: docconor@oncosec.com

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

Alston & Bird LLP
90 Park Avenue, 12th Floor
New York, NY 10016
Attn: Matthew W. Mamak
Email: matthew.mamak@alston.com

If to Buyer:

Grand Decade Developments Limited
Unit 3302, The Center, 99 Queen's Road Central
Hong Kong
Attn: Zhou Chao
Email: zhouchao@chinagrandinc.com

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

Covington & Burlington LLP
The New York Times Building, 620 Eighth Avenue
New York, 10018-1405
Attn: Jack S. Bodner
Stephen A. Infante
Email: jbodner@cov.com
sinfante@cov.com

or to such other address as the Parties may designate in writing to the other in accordance with this Section 7.5. Any Party may change the address to which notices are to be sent by giving written notice of such change of address to the other parties in the manner above provided for giving notice.

7.6 Public Announcements. Except as required by Applicable Law or by the requirements of any stock exchange on which the securities of a party hereto or any of its Affiliates are listed, no party to this Agreement will make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media with respect to the foregoing without prior notification to the other parties, and the parties to this Agreement will consult with each other and cooperate as to the form, timing and contents of any such press release, public announcement or disclosure.

7.7 Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but in case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable. To the extent the deemed deletion of the invalid, illegal or unenforceable provision or provisions is reasonably likely to have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement, the Parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

7.8 Assignment. No party hereto may assign, in whole or in part, or delegate all or any part of its rights, interests or obligations under this Agreement without the prior written consent of the other party. Any assignment or delegation made without such consent will be void. Notwithstanding the foregoing, Buyer shall be entitled to (a) assign its rights under this Agreement to any of its Affiliates and to any purchaser or transferee of Registrable Securities (whereupon such Affiliate, purchaser or transferee shall have the benefits of this Agreement as if such Affiliate, purchaser or transferee had originally been a party hereto), and (b) assign any or all of its rights and obligations under this Agreement (in whole or in part) as collateral security in a financing transaction.

7.9 Governing Law. Except to the extent that mandatory principles of Applicable Law require the application of the NRS, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

7.10 Specific Performance. Each party acknowledges and agrees that the other party would be irreparably damaged if the provisions of this Agreement are not performed in accordance with their terms and that any breach of this Agreement and the non-consummation of the transactions contemplated hereby by either party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any remedy to which such other party may be entitled under Section 7.11, provisional measures and injunctive relief necessary to protect the possibility of each party to seek specific performance from the other from the tribunal referred to in Section 7.11 can be sought from any court of competent jurisdiction. Each of the parties hereto (i) agrees that it shall not oppose the granting of any such relief and (ii) hereby irrevocably waives any requirement for the security or posting of any bond in connection with any such relief (it is understood that clause (i) of this sentence is not intended to, and shall not, preclude any party hereto from litigating on the merits the substantive claim to which such remedy relates).

7.11 Submission to Jurisdiction. The Parties agree that any Action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be brought in the state or federal courts, as applicable, in New York county in the State of New York, and each of the Parties irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Action and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that you may now or hereafter have to the laying of the venue of any such Action in any such court or that any such Action brought in any such court has been brought in an inconvenient forum. Process in any such Action may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 7.5 shall be deemed effective service of process on such party.

7.12 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

7.13 Waiver. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power, privilege. To the maximum extent permitted by Applicable Law, (a) no claim or right arising out of this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

7.14 Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one counterpart has been signed by each Party and delivered to the other Party hereto.

7.15 Rights Cumulative. All rights and remedies of each of the parties under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or Applicable Law.

7.16 Headings and Gender; Construction; Interpretation.

(a) The captions and section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. All references in this Agreement to "Section" or "Article" shall be deemed to be references to a Section or Article of this Agreement unless indicated otherwise.

(b) Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed followed by the words “without limitation.”

(c) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Buyer or the Company, whether under any rule of construction or otherwise. No Party to this Agreement shall be considered the draftsman. On the contrary, this Agreement has been reviewed, negotiated and accepted by all Parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words so as fairly to accomplish the purposes and intentions of all the Parties.

7.17 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement; *provided, however*, the parties hereto hereby acknowledge that the Persons set forth in Section 4 are express third-party beneficiaries of the obligations of the parties hereto set forth in Section 4.

7.18 Survival. This Section 7 shall survive any termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on its behalf as of the date first herein above set forth.

COMPANY:

ONCOSEC MEDICAL INCORPORATED

By: /s/ Daniel J. O'Connor

Name: Daniel J. O'Connor

Title: Chief Executive Officer and President

BUYER:

SIRTEX MEDICAL US HOLDINGS, INC.

By: /s/ Kevin R. Smith

Name: Kevin R. Smith

Title: Chief Executive Officer

[Signature Page to Registration Rights Agreement]
