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PUBLIC DOCUMENT COUNT:		3
CONFORMED PERIOD OF REPORT:	20190923
FILED AS OF DATE:		20190923
DATE AS OF CHANGE:		20190923

FILER:

	COMPANY DATA:
		COMPANY CONFORMED NAME:			Anchiano Therapeutics Ltd.
		CENTRAL INDEX KEY:			0001534248
		STANDARD INDUSTRIAL CLASSIFICATION:	PHARMACEUTICAL PREPARATIONS [2834]
		IRS NUMBER:				000000000
		STATE OF INCORPORATION:			L3
		FISCAL YEAR END:			1231

	FILING VALUES:
		FORM TYPE:		6-K
		SEC ACT:		1934 Act
		SEC FILE NUMBER:	001-38807
		FILM NUMBER:		191108819

	BUSINESS ADDRESS:
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		STREET 2:		GIVAT RAM, P.0. BOX 39264
		CITY:			JERUSALEM
		STATE:			L3
		ZIP:			9139102
		BUSINESS PHONE:		972-2-5486555

	MAIL ADDRESS:
		STREET 1:		1/3 HIGH-TECH VILLAGE
		STREET 2:		GIVAT RAM, P.0. BOX 39264
		CITY:			JERUSALEM
		STATE:			L3
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<P STYLE="font: 14pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B>SECURITIES AND EXCHANGE COMMISSION</B>
 </P>

<P STYLE="font: 14pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B>WASHINGTON, D.C. 20549</B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B>REPORT OF FOREIGN PRIVATE ISSUER PURSUANT
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B>SECURITIES EXCHANGE ACT OF 1934</B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center">Commission File Number: 001-38807</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B>ANCHIANO THERAPEUTICS LTD.</B></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center">(Translation of registrant’s name
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B>1/3 High-Tech Village, Givat Ram, P.O.
Box 39264</B></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B>Jerusalem, 9139102 Israel</B></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center">(Address of principal executive office)</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"> </P>

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file annual reports under cover of Form 20-F or Form 40-F.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0"> </P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-indent: 24.5pt; background-color: white">On September
20, 2019, Anchiano Therapeutics, Inc. (“Anchiano”), a Delaware corporation and wholly-owned subsidiary of Anchiano
Therapeutics Ltd. (the “Company”), and ADT Pharmaceuticals, LLC, a Delaware corporation (“ADT”),
entered into a collaboration and license agreement with an effective date as of September 13, 2019 (the “Collaboration
Agreement”). Pursuant to the terms and conditions set forth in the Collaboration Agreement, the parties agreed to use
commercially reasonable efforts to conduct research and development activities of novel small-molecule inhibitors (RAS and
PDE10/β-catenin) (“Compounds”) under the oversight of a joint steering committee established by the parties.
As part of the arrangement, Anchiano will be primarily responsible for the research, development,

manufacturing and
regulatory activities and ADT will assist with the research activities as necessary in exchange for a quarterly fee from
Anchiano. In connection with the Collaboration Agreement, ADT also granted Anchiano an exclusive option to research, develop,
manufacture and commercialize Compounds relating to patents owned by ADT and any products containing such Compounds worldwide
(the “Option”). In consideration for the rights granted under the Collaboration Agreement, Anchiano will pay ADT
(i) a $3 million upfront fee; (ii) a fee upon exercise of the Option; and (iii) milestone payments with respect to the
development and commercialization of any products containing the Compounds. In addition, Anchiano will pay ADT
royalties ranging in the low- to mid-single digit percentage on sales of any products containing the Compounds. Anchiano may
terminate the Collaboration Agreement at any time in its entirety or on a compound-by-compound basis after providing 90 days
written notice to ADT.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-indent: 24.5pt; background-color: white">The foregoing
summary of the Collaboration Agreement is qualified in its entirety by reference to the complete text of the Collaboration Agreement,
a copy of which is filed as Exhibit 10.1 and is incorporated herein by reference.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-indent: 24.5pt; background-color: white"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-indent: 24.5pt; background-color: white">On September 23,
2019, the Company issued a press release announcing that Anchiano has entered into the Collaboration Agreement with ADT, as described
above, and providing an update to its ongoing pivotal Phase 2 Codex Trial and the timing of the 35-patient interim analysis. The
Company currently has 31 patients enrolled or in active screening, of which 23 have been dosed, and estimates that data collection
and interim analysis will be completed by the first quarter of 2020.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-indent: 24.5pt; background-color: white"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-indent: 24.5pt; background-color: white">A copy of this
press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; background-color: white"><B>
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<B>Exhibit Index</B></P>

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between Anchiano Therapeutics Inc. and ADT Pharmaceuticals, LLC.</FONT></TD></TR>
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been omitted in accordance with
Regulation S-K Item 601(b)(2). The registrant hereby undertakes to furnish a unredacted copy of
the exhibit to the Securities
and Exchange Commission upon its request.<BR STYLE="clear: both"></P>

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<B>SIGNATURE</B></P>

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0.5in">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,
thereunto duly authorized.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
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<P STYLE="margin: 0"><B>CERTAIN PORTIONS OF THIS EXHIBIT, MARKED BY BRACKETS AND ASTERISKS [***], WERE OMITTED BECAUSE THOSE PORTIONS
ARE NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL TO THE COMPANY IF PUBLICLY DISCLOSED.</B></P>

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<P STYLE="margin: 0"></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center">COLLABORATION AND LICENSE AGREEMENT</P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><B>THIS COLLABORATION
AND LICENSE AGREEMENT</B> (this “<B>Agreement</B>”) is entered into as of September 13, 2019 (the “<B>Effective
Date</B>”) by and between <B>ADT PHARMACEUTICALS, LLC</B>, a company organized and existing under the laws of Delaware and
having offices at 31691 Shoal Water Dr. Orange Beach, Alabama 36561 (“<B>ADT</B>”) and <B>ANCHIANO THERAPEUTICS, INC.</B>,
a company organized under the laws of Delaware and having offices at One Kendall Square, Building 500, Suite 6-106, Cambridge,
MA (“<B>Anchiano</B>”). ADT and Anchiano are sometimes referred to herein individually as a “<B>Party</B>”
and collectively as the “<B>Parties</B>.”</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center">BACKGROUND</P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><B>WHEREAS</B>, ADT
owns or otherwise controls certain patents, patent applications, technology, know-how, scientific and technical information and
other proprietary rights and information relating to certain compounds, pharmaceutical compositions thereof and methods of using
the same;</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><B>WHEREAS</B>, Anchiano
is a biopharmaceutical company focused on the research, discovery, development, and commercialization of pharmaceutical products;
and</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><B>WHEREAS</B>, Anchiano
and ADT desire to collaborate together to research, develop and commercialize Compounds and Products

(all as defined below), in
accordance with the terms and conditions set forth herein.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><B>NOW THEREFORE</B>,
in consideration of the foregoing premises and the mutual promises, covenants and conditions contained in this Agreement, the Parties
agree as follows:</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
1</FONT><FONT STYLE="color: windowtext">
DEFINITIONS</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in">As used in this Agreement,
the following initially capitalized terms, whether used in the singular or plural form, will have the meanings set forth in this
Article 1.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>505(b)(2) NDA</B>” means a new drug application submitted to the
FDA under 21 U.S.C. § 355(b)(2) (or any replacement thereof).</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT>“<B>ADT-007</B>” means <FONT STYLE="color: windowtext">[***]</FONT>.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.3<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>ADT</B>” has the meaning set forth in the preamble to this Agreement.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.4<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>ADT Indemnitees</B>” has the meaning set forth in Section 9.2.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

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</FONT></FONT><FONT STYLE="color: windowtext">“<B>ADT Inventions</B>” has the meaning set forth in Section 7.1(a).</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.6<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Affiliate</B>” means, with respect to a particular Person, a person,
corporation, partnership, or other entity that controls, is controlled by or is under common control with such Person. For the
purposes of this definition, the word “control” (including, with correlative meaning, the terms “controlled by”
or “under the common control with”) means the actual power, either directly or indirectly through one or more intermediaries,
to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than fifty percent
(50%) of the voting stock of such entity, or by contract or otherwise.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.7<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Agreement</B>” has the meaning set forth in the preamble hereto.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.8<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Alliance Manager</B>” has the meaning set forth in Section 3.1.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.9<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Alliance Manager</B>” has the meaning set forth in Section 3.1.</FONT></P>

</FONT></FONT><FONT STYLE="color: windowtext">“<B>Anchiano</B>” has the meaning set forth in the preamble to this Agreement.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.10<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Anchiano Indemnitees</B>” has the meaning set forth in Section
9.1.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.11<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Anchiano Inventions</B>” has the meaning set forth in Section
7.1(a).</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.12<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>ANDA</B>” means an Abbreviated New Drug Application pursuant to 21
U.S.C. § 355(j) and 21 C.F.R. § 314.3.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.13<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Applicable Law</B>” means the applicable laws, rules, regulations,
guidelines and other requirements of Governmental Authorities, including Regulatory Authorities, that may be in effect from time
to time, including GLP, GMP and the Foreign Corrupt Practices Act of 1977, as amended.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.14<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Bankrupt Party</B>” has the meaning set forth in Section 11.6.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.15<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Bankruptcy Code</B>” has the meaning set forth in Section 11.3(b).</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.16<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Business Day</B>” means a day other than a Saturday or a Sunday or
a bank or other public holiday in New York, New York.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.17<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Calendar Quarter</B>” means the respective periods of three (3) consecutive
calendar months ending on March 31, June 30, September 30 and December 31.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.18<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Calendar Year</B>” means each successive period of twelve (12) months
commencing on January 1 and ending on December 31.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.19<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>CCRSA</B>” has the meaning set forth in Section 2.2.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.20<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>CCRSA Fee</B>” has the meaning set forth in the CCRSA.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.21<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Claim</B>” has the meaning set forth in Section 9.3.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.22<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Clinical Trials</B>” means Phase I Clinical Trials, Phase II Clinical
Trials, Phase III Clinical Trials or Phase IV Clinical Trials.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.23<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Combination Product</B>” means a Product that, in addition to containing
a Compound as an active ingredient, also contains at least one other active pharmaceutical ingredient that is not a Compound. </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.24<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Commercialize</B>” or “<B>Commercialization</B>” means,
together with all correlative meanings, the import, export, marketing, promotion, sale or distribution of a product, including
commercial activities conducted in preparation for a product launch. Commercialization shall expressly exclude (a) Research, (b)
Development and (c) Manufacture.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.25<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Commercially Reasonable Efforts</B>” means, with respect to a Party’s
obligations that relate to the achievement of an objective related to a Compound or Product, the use of reasonable, diligent efforts
and resources (including use and expenditure of resources) as normally used by similarly situated companies in the Field for the
achievement of the same or a similar objective on a timely basis for such company’s similarly situated therapeutic products,
which product is at a similar stage of development and with similar commercial potential, taking into account all relevant factors,
including safety and efficacy, product profile, the proprietary position, the then-current competitive environment and the likely
timing of market entry, the regulatory environment and status, and other relevant scientific, technical and commercial factors.
</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:

0.5in"><FONT STYLE="color: #010000">1.26<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><FONT STYLE="color: windowtext">“<B>Compounds</B>” means (a) any RAS Inhibitor Compounds and (b) any PDE10 Inhibitor Compounds. </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.27<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><FONT STYLE="color: windowtext">“<B>Confidential Information</B>” has the meaning set forth in Section 10.1.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.28<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><FONT STYLE="color: windowtext">“<B>Control</B>” means, with respect to any materials, compounds, Information, Patents, Regulatory Materials or Regulatory Approvals, the possession (whether by ownership or license, but other than pursuant to this Agreement) by a Party or its Affiliates of the ability to grant to the other Party a license or access as provided herein to such item, without violating the terms of any agreement or other arrangement with any Third Party, in existence as of the time such Party or its Affiliates would first be required hereunder to grant the other Party such license or access.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.29<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><FONT STYLE="color: windowtext">“<B>Data</B>” means all data, results, and other information Controlled by ADT upon the Effective Date or during the Term, that is necessary or useful for the research, development, use, sale, offer for sale, import or export of Products in the Field in the Territory, [***]; and such other information related to such Compound or Product as Anchiano may reasonably request.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.30<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><FONT STYLE="color: windowtext">“<B>Data Package</B>” means the written report of the Data and results generated by Anchiano in the course of the Research Program including all pre-clinical testing and results required to support an INDA filing for a Compound for use in the Field.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.31<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><FONT STYLE="color: windowtext">“<B>Develop</B>” or “

<B>Development</B>” means, together
with all correlative meanings, pre-clinical and clinical drug development activities, conducted
before or after obtaining Regulatory
Approval that are reasonably related to or leading to the development, preparation, and submission of
data and information to a
Regulatory Authority for the purpose of obtaining, supporting or expanding Regulatory Approval or to
the appropriate body for obtaining,
supporting or expanding pricing and reimbursement approval, including without limitation, all
activities related to preclinical
testing, assay development and validation, in vivo testing, biomarker development and validation,
toxicology, pharmacokinetic profiling,
design and conduct of Clinical Trials and any other clinical trials or studies, regulatory affairs,
statistical analysis, report
writing, and regulatory filing creation and submission (including the services of outside advisors
and consultants in connection
therewith). Development expressly excludes (a) Research, (b) Commercialization and (c) the
Manufacture and accumulation of commercial
inventory of a product. </FONT></P>

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0.5in"><FONT STYLE="color: #010000">1.32<FONT STYLE="font-family: Times New Roman, Times, Serif;
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</FONT></FONT><FONT STYLE="color: windowtext">“<B>Effective Date</B>” has the meaning set
forth in the preamble to
this Agreement.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.33<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>EMA</B>” means the European Medicines
Agency or its successor.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.34<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>EU</B>” means all of the European Union
member states as of the applicable
time during the Term.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.35<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Executive Officer</B>” means (a) in the
case of Anchiano, Frank G.
Haluska, and (b) in the case of ADT, Michael R. Boyd.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.36<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Existing Confidentiality Agreement</B>” means the Mutual Non-Disclosure
Agreement by and between Anchiano Therapeutics Ltd. and ADT, dated April 24, 2019.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.37<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Existing Patents</B>” has the meaning set forth in Section 8.2(d).</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.38<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Exploit</B>” or “<B>Exploitation</B>” means, collectively,
to use, make, have made, sell, have sold, and import, including Research, Develop, Manufacture and Commercialize.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.39<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>FDA</B>” means the United States Food and Drug Administration or
its successor.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.40<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>FD&C Act</B>” means the United States Federal Food, Drug and
Cosmetic Act, as amended.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.41<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Field</B>” means any use or purpose, including, without limitation,

the treatment, palliation, or prevention of any human or animal disease, disorder or condition or symptoms associated therewith.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.42<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>First Commercial Sale</B>” means, with respect to a Product and a
country, the first sale to a Third Party of such Product in such country after all Regulatory Approvals, including any pricing
or reimbursement approvals, as applicable, have been obtained in such country.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.43<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Generic Product</B>” means, with respect to a particular Product
in a country, a pharmaceutical product that: (a) (i) contains the same active moiety as the Product; and (ii) is approved for use
or marketing in such country by a Regulatory Authority through an ANDA or 505(b)(2) NDA, or any enabling legislation thereof, or
pursuant to any similar abbreviated route of approval in any countries in the Territory; or (b) (i) contains the same active
moiety as the Product; and (ii) is approved for use in such country by a Regulatory Authority through a regulatory pathway referencing
or relying on clinical data, or any findings of safety or efficacy therein, first submitted by Anchiano or its Affiliates or Sublicensees
for obtaining Regulatory Approval for such Product, in each case other than any Product that has been Developed under this Agreement
by Anchiano or any of its Affiliates or Sublicensees or Commercialized by Anchiano or any of its Affiliates or Sublicensees in
such country. As used herein, the term “active moiety” has the meaning set forth in Title 21, United States Code of
Federal Regulations, § 314.108(a). </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.44<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Governmental Authority</B>” means any multi-national, federal, state,
local, municipal or other government authority of any nature (including any governmental division, subdivision, department, agency,
bureau, branch, office, commission, council, court or other tribunal).</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.45<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>INDA</B>” means (a) an Investigational New Drug Application as defined
in the FD&C Act and applicable regulations promulgated thereunder by the FDA, or (b) the equivalent application to the equivalent
Regulatory Authority in any other regulatory jurisdiction, the filing of which is necessary to initiate or conduct clinical testing

of a pharmaceutical product in humans in such jurisdiction.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.46<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Indemnified Party</B>” has the meaning set forth in Section
9.3.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.47<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Indemnifying Party</B>” has the meaning set forth in Section
9.3.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.48<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Indication</B>” means each separate and distinct disease, disorder,
illness, health condition, or interruption, cessation or disruption of a bodily function, system, tissue type or organ, for which
Regulatory Approval is required. For the avoidance of doubt, (a) subtypes of the same disease are different indications if
(i) a separate pivotal trial for each disease subtype is required for Regulatory Approval for each disease subtype, and (ii) a
separate NDA or supplemental NDA is required for Regulatory Approval for each disease subtype; and (b) treatment of a disease or
disease subtype compared to prevention of the same disease or disease subtype are different indications if (i) a separate pivotal
trial for treatment of a disease or disease subtype is required for Regulatory Approval and a separate pivotal trial for prevention
of the same disease or disease subtype is required for Regulatory Approval, and (ii) a separate NDA or supplemental NDA is required
for Regulatory Approval for treatment of a disease or disease subtype and a separate NDA or supplemental NDA is required for Regulatory
Approval for prevention of the same disease or disease subtype. </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.49<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Information</B>” means any data, results, and information of any
type whatsoever, in any tangible or intangible form, including know-how, inventions, discoveries, developments, trade secrets,
practices, techniques, methods, processes, specifications, formulations, formulae, materials or compositions of matter of any type
or kind (patentable or otherwise), software, algorithms, marketing reports, clinical and non-clinical study reports, regulatory
submission documents and summaries, technology, test data including pharmacological, biological, chemical, biochemical, toxicological,
and clinical test data, analytical and quality control data, stability data, studies and procedures.
</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.50<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Inventions</B>” has the meaning set forth in Section 7.1(a).</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.51<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Joint Inventions</B>” has the meaning set forth in Section
7.1(a).</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.52<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Joint Steering Committee</B>” or “<B>JSC</B>” has the
meaning set forth in Section 3.2(a). </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.53<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Key Personnel</B>” means the ADT key research and discovery personnel
who are providing services under the CCRSA, which are reasonably identified by ADT; provided that, ADT will consider in good faith
Anchiano’s input with respect to the selection of such personnel. </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.54<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Licensed IP</B>” has the meaning set forth in Section 1.70.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.55<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Licensed Know-How</B>” has the meaning set forth in Section 1.71.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.56<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Licensed Patents</B>” has the meaning set forth in Section 1.72.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.57<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT>“<B>Manufacture</B>” means, with respect to a product, those manufacturing activities involved in or
relating to (a) manufacturing process development, (b) <FONT STYLE="color: windowtext">[***]</FONT>, (c) quality assurance and
quality control activities including validation testing, qualification and audit of clinical and commercial manufacturing facilities,
and (d) in the case of either a clinical or commercial supply of such product or supply of such product for any non-clinical study,
the manufacturing, processing, formulating, packaging, labeling, holding, quality control testing and release of such product.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.58<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Marketing Authorization Application</B>” or “<B>MAA</B>”
means an application for Regulatory Approval in a country, territory or possession.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.59<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Materials</B>” means the tangible chemical or biological materials,
including compounds, molecules, cells and cell lines (in any form), clones, assays, reagents and other biological materials, along
with any tangible chemical or biological material embodying Information, in each case Controlled by the supplying Party and which
are provided to or otherwise made available to the receiving Party. </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.60<FONT STYLE="font-family: Times New Roman, Times, Serif;

font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Milestone Events</B>” has the meaning
set forth in Section 6.3.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.61<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Milestone Payments</B>” has the meaning
set forth in Section 6.3.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.62<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>NDA</B>” means a New Drug Application,
as defined in the FD&C
Act and applicable regulations promulgated thereunder by the FDA, or any analogous application or
submission with any Regulatory
Authority outside of the United States.</FONT></P>

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0.5in"> </P>

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Sequence; Type: Arabic; Name: PageNo -->5<!-- Field: /Sequence --></P></DIV>
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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.63<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Net Sales</B>” means, with respect to a
Product sold by Anchiano,
its Affiliates or Sublicensees in the Territory, the aggregate gross sales for such Product by
Anchiano and its Affiliates and
Sublicensees on an arms-length basis from Third Parties in the Territory, less the following
deductions, all determined in accordance
with Anchiano’s standard practices for other pharmaceutical products, consistently applied:
</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">discounts, price adjustments, billing adjustments,
shelf stock adjustments, promotional
payments, or other similar allowances affecting the Product; </FONT></P>

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1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">chargebacks, rebates, administrative fee arrangements, reimbursements, and similar
payments to wholesalers and other distributors, buying groups, health care insurance carriers, pharmacy benefit management companies,
health maintenance organizations, other institutions or health care organizations or other customers;
</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(c)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">rebates, including Medicaid rebates, or other price reductions provided, based on
sales by Anchiano and its Affiliates to any Governmental Authorities or Regulatory Authorities in respect of state or federal Medicare,
Medicaid or similar programs; </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(d)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">allowances and credits on account of rejected, damaged, returned or recalled Product;
</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(e)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">any government mandated manufacturing tax, including, without limitation, the brand
manufacturer’s tax imposed pursuant to the Patient Protection and Affordable Care Act (Pub. L. No. 111-148) (as amended or
replaced); and</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(f)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">other specifically identifiable amounts that have been credited against or deducted
from gross sales of such Product and which are substantially similar to those credits and deductions listed above.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in">Sales and other transfer
of Product between any of Anchiano, its Affiliates and Sublicensees will not give rise to Net Sales unless such Affiliate or Sublicensee
is the end user of such Product, but rather the Net Sales will be deemed to have arisen upon the

subsequent sale of Product to
Third Parties. [***]</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.64<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Net Sales Royalty</B>” has the meaning set forth in Section 6.4(a).</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.65<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Orange Book</B>” has the meaning set forth in Section 7.6(b).</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.66<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Option</B>” has the meaning set forth in Section 5.1(a).</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.67<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Option Exercise Date</B>” means the date on which Anchiano provides
written notice to ADT that Anchiano is exercising the Option.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.68<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Option Exercise Fee</B>” has the meaning set forth in Section 6.2.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.69<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT>“<B>Option Period</B>” means the time period commencing on Effective Date and ending on the first to
occur of: (a) <FONT STYLE="color: windowtext">[***]</FONT>; (b) the Option Exercise Date; or (c) [***].</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.70<FONT STYLE="font-family: Times New Roman, Times, Serif;

font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Optioned IP</B>” means, collectively,
the Optioned Know-How and the
Optioned Patents. All such Optioned IP will become “<B>Licensed IP</B>” if and when
Anchiano exercises the Option.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.71<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Optioned Know-How</B>” mean any and all
information, data (including
Data), methods, materials, processes, techniques, and other Information Controlled by ADT on the
Effective Date or during the Term,
that is necessary or useful for the research, development, use, sale, offer for sale, import or
export of Products in the Field
in the Territory. All such Optioned Know-How will become “<B>Licensed Know-How</B>” if
and when Anchiano exercises
the Option.</FONT></P>

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Sequence; Type: Arabic; Name: PageNo -->6<!-- Field: /Sequence --></P></DIV>
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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.72<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT>“<B>Optioned Patents</B>” means (a) any and all Patents listed on
<U>Schedule 1.72</U> attached hereto,
and any future continuations or divisionals thereof, and (b) any future new Patents that are
Controlled by ADT and that claim or
disclose RAS Inhibitor Compounds or PDE10 Inhibitor Compounds. All such Optioned Patents will become
“<B>Licensed Patents</B>”
if and when Anchiano exercises the Option.</P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.73<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Party</B>” or “
<B>Parties</B>” has the meaning set forth
in the preamble to this Agreement.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.74<FONT STYLE="font-family: Times New Roman, Times, Serif;

font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Patent</B>” means (a) any national, regional or international patent
or patent application, including any provisional patent application, (b) any patent application filed either from such a patent,
patent application or provisional application or from an application claiming priority from any of these, including any divisional,
continuation, continuation-in-part, provisional, converted provisional, and continued prosecution application, (c) any patent that
has issued or in the future issues from any of the foregoing patent applications ((a) and (b)), including any utility model, petty
patent, design patent and certificate of invention, (d) any extension or restoration by existing or future extension or restoration
mechanisms, including any revalidation, reissue, re-examination and extension (including any supplementary protection certificate
and the like) of any of the foregoing patents or patent applications ((a), (b) and (c)), and (e) any similar rights, including
so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or
patent of additions to any such foregoing patent application or patent.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.75<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“PDE10 Inhibitor Compound” means (a) any compound claimed or disclosed
specifically or generically by the Optioned IP or Licensed IP, wherein said compound is not a RAS Inhibitor Compound nor prodrug
thereof, and wherein said compound inhibits recombinant PDE10 in an in vitro assay, and (b) any compound derived in one or more
steps by either Party starting from any of the foregoing compounds, precursors or functional sub-units thereof. </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.76<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“PDE10 Inhibitor Product” means any Product containing a PDE10 Inhibitor
Compound as an active ingredient. </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.77<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Person</B>” means an individual, sole proprietorship, partnership,
limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company,
trust, unincorporated association, joint venture or other similar entity or organization, including a government or political subdivision,
department or agency of a government.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.78<FONT STYLE="font-family: Times New Roman, Times, Serif;

font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Phase I Clinical Trial</B>” means a human clinical trial of a product,
the principal purpose of which is a determination of initial tolerance or safety of such product in healthy volunteers and/or the
target patient population, as described in 21 CFR 312.21(a) (as amended or any replacement thereof), or a similar clinical trial
prescribed by the Regulatory Authority in a country other than the United States.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.79<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Phase II Clinical Trial</B>” means a human clinical trial of a product,
the principal purpose of which is a determination of safety and efficacy in the target patient population, as described in 21 C.F.R.
312.21(b) (as amended or any replacement thereof), or a similar clinical trial prescribed by the Regulatory Authority in a country
other than the United States.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.80<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Phase III Clinical Trial</B>” means a human clinical trial of a product,
the design of which is acknowledged by the FDA to be sufficient for such clinical trial to satisfy the requirements of 21 C.F.R.
312.21(c) (as amended or any replacement thereof), or a similar human clinical trial prescribed by the Regulatory Authority in
a country other than the United States, the design of which is acknowledged by such Regulatory Authority to be sufficient for such
clinical trial to satisfy the requirements of a pivotal efficacy and safety clinical trial.</FONT>
</P>

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<!-- Field: Page; Sequence: 7; Value: 2 -->
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    <DIV STYLE="page-break-before: always; margin-top: 6pt; margin-bottom: 12pt"><P STYLE="margin: 0pt"> </P></DIV>
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.81<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Phase IV Clinical Trial</B>” means any study of a product following
the first Regulatory Approval for the sale of such product whether or not required by a Governmental Authority. Phase IV Clinical
Trials may include epidemiological studies, modeling and pharmacoeconomic studies, post-marketing

surveillance studies and clinical
or other research studies.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.82<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Product</B>” means any product
containing a Compound as an active
ingredient, in any form, presentation, dosage, or formulation. For clarity, a Product includes a
Combination Product. </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.83<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Publishing Party</B>” has the meaning
set forth in Section 10.4.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.84<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>RAS Inhibitor Compound</B>” means (a)
any compound, or prodrug thereof,
claimed or disclosed specifically or generically by the Optioned IP or Licensed IP, wherein said
compound is a RAS inhibitor [***],
and (b) any RAS inhibitor compounds, or prodrug thereof, derived in one or more steps by either Party
starting from any of the
foregoing compounds, prodrugs, precursors or functional sub-units thereof. </FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.85<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT> <FONT STYLE="color: windowtext">“<B>RAS Inhibitor Product</B>” means any
Product containing a RAS Inhibitor
Compound as an active ingredient. </FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.86<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT> <FONT STYLE="color: windowtext">“<B>Registrational Cohort or Study</B>”
means a pivotal cohort of a
study or a pivotal study that is designed and executed to get statistically significant evidence of
efficacy and safety as required
by Regulatory Authorities for approval of an NDA or MAA.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.87<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">

</FONT></FONT><FONT STYLE="color: windowtext">“<B>Regulatory Approval</B>” means all approvals necessary for the Manufacture,
marketing, importation and sale of a product for one or more Indications in a country or regulatory jurisdiction, which may include
satisfaction of all applicable regulatory and notification requirements, including any pricing and reimbursement approvals. Regulatory
Approvals include approvals by Regulatory Authorities of INDAs, MAAs, or NDAs.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.88<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Regulatory Authority</B>” means, in a particular country or regulatory
jurisdiction, any applicable Governmental Authority involved in granting Regulatory Approval or, to the extent required in such
country or regulatory jurisdiction, pricing or reimbursement approval of a product in such country or regulatory jurisdiction,
including (a) the FDA, (b) the EMA, and (c) the European Commission, or its successor.</FONT>
</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.89<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Regulatory Exclusivity</B>” means any exclusive marketing rights
or data exclusivity rights conferred by any Regulatory Authority with respect to a Product other than Patents, including, without
limitation, rights conferred in the U.S. under the Hatch-Waxman Act or the FDA Modernization Act of 1997 (including pediatric exclusivity),
orphan drug exclusivity, or rights similar thereto outside the U.S.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.90<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Regulatory Materials</B>” means regulatory applications, submissions,
notifications, registrations, or other filings made to or with a Regulatory Authority that are necessary or reasonably desirable
in order to Develop, Manufacture, market, sell or otherwise Commercialize a Product in a particular country or regulatory jurisdiction.
Regulatory Materials include INDs, MAAs and NDAs (as applications, but not the approvals with respect thereto).</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.91<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Research</B>” means, together with all correlative meanings, activities
related to the discovery, identification, profiling, characterization, advancement or progression of compounds. Research shall
expressly exclude (a) Development, (b) Commercialization and (c) Manufacture. </FONT></P>

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<!-- Field: Page; Sequence: 8; Value: 2 -->
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    <DIV STYLE="page-break-before: always; margin-top: 6pt; margin-bottom: 12pt"><P STYLE="margin: 0pt"> </P></DIV>
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.92<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Research Program</B>” means the activities conducted by or for the
Parties in connection with the execution of the Research and Development of Products.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.93<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Reversion Compound</B>” means any Compound with respect to which
this Agreement is terminated.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.94<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Reversion IP</B>” means, with respect to any Reversion Compound or
Reversion Product, any Patents or Information that (a) claim or cover such Reversion Compound or Reversion Product or its method
of manufacture or use as of the date of notice of termination, (b) are Controlled by Anchiano or any of its Affiliates, and (c)
were used or are being used by Anchiano or any of its Affiliates to Exploit the applicable Compound or Product prior to or as of
the date of notice of termination; provided, however, Reversion IP shall not include Licensed IP.
</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.95<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Reversion Product</B>” means any product containing a Reversion Compound
as an active ingredient, in any form.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.96<FONT STYLE="font-family: Times New Roman, Times, Serif;

font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Reviewing Party</B>” has the meaning
set forth in Section 10.4.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.97<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Royalty Rate</B>” has the meaning set
forth in Section 6.4(a).</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.98<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Royalty Term</B>” means, on a country-
by-country and Product-by-Product
basis, the period commencing upon the First Commercial Sale of such Product in such country and
ending upon the later to occur
of (a) the expiration date in such country of the last to expire of any issued Patent within the
Licensed IP containing a Valid
Claim covering the sale of such Product in such country or (b) ten (10) years after the First
Commercial Sale in such country of
such Product.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.99<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>SEC</B>” means the U.S. Securities and
Exchange Commission.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.100<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Sublicensee</B>” means any Third Party
granted a sublicense by Anchiano
under the rights licensed to Anchiano pursuant to Article 5 hereof.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.101<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Term</B>” has the meaning set forth in
Section 11.1.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">1.102<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Territory</B>” means worldwide.</FONT>
</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.103<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Third Party</B>” means any Person other than ADT or Anchiano or their
respective Affiliates.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.104<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>U.S.</B>” means the United States of America and its possessions
and territories.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">1.105<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">“<B>Valid Claim</B>” means a claim of any pending Patent application
or any issued, unexpired United States or granted foreign Patent that has not been dedicated to the public, disclaimed, abandoned
or held invalid or unenforceable by a court or other body of competent jurisdiction from which no further appeal can be taken,
and that has not been explicitly disclaimed, or admitted in writing to be invalid or unenforceable or of a scope not covering a
particular product or service through reissue, disclaimer or otherwise, provided that if a particular claim has not issued within
five (5) years of its initial filing, it shall not be considered a Valid Claim for purposes of this Agreement unless and until
such claim is included in an issued or granted Patent, notwithstanding the foregoing definition.
</FONT></P>

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<!-- Field: Page; Sequence: 9; Value: 2 -->
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    <DIV STYLE="page-break-before: always; margin-top: 6pt; margin-bottom: 12pt"><P STYLE="margin: 0pt"> </P></DIV>
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
2</FONT><FONT STYLE="color: windowtext">
RESEARCH PROGRAM</FONT></P>

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indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">2.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">              
</FONT></FONT><FONT STYLE="color: windowtext"><U>Research Program</U>.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size:
10pt">               
</FONT></FONT><FONT STYLE="color: windowtext"><U>General</U>. The Parties will conduct the Research
Program under the oversight
of the Joint Steering Committee and in accordance with the terms of the Agreement. Each Party will
use Commercially Reasonable
Efforts to perform and complete (itself or through its Affiliates or by permitted subcontracting) its
respective obligations under
the Research Program, and will cooperate with and provide reasonable support to the other Party in
such other Party&rsquo;s performance
of its responsibilities under the Research Program. Each Party will (by itself or by permitted
subcontracting) perform its obligations
under the Research Program pursuant to the scientific standards customary for the industry using its
latest technology, and in
accordance with Applicable Law, and will cooperate with the other Party in the performance of its
responsibilities under the Research
Program.</FONT></P>

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1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size:
10pt">               
</FONT></FONT><FONT STYLE="color: windowtext"><U>Anchiano Responsibilities</U>. Subject to Section
2.1(c) and the terms of the
CCRSA, Anchiano will be primarily responsible for the Research, Development, Manufacturing and
regulatory activities with respect
to the Research Program, including manufacturing or obtaining all materials to be used in connection
with the execution of the
Research Program, including all Compounds.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"><FONT STYLE="color: #010000">(c)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size:
10pt">               
</FONT></FONT><FONT STYLE="color: windowtext"><U>ADT Responsibilities</U>. Subject to
Anchiano&rsquo;s payment of the CCRSA Fee,
ADT will provide support for the Research Program as determined by the Parties and detailed in the
CCRSA. ADT&rsquo;s activities
under the Research Program will be supervised or conducted in all material respects by the Key
Personnel. During the period in
which ADT is performing Research Program activities, ADT will promptly notify Anchiano following the
departure from ADT of any
Key Personnel, and will use commercially reasonable efforts to replace any such former Key Personnel
with an individual of similar
experience and expertise, and will consider in good faith Anchiano&rsquo;s reasonable comments with
respect to the appointment
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of Key Personnel.</FONT></P>

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1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">2.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">              
</FONT></FONT><FONT STYLE="color: windowtext"><U>CCRSA</U>. <B>Exhibit A</B> describes and defines
the terms, mutually agreed by
the Parties, of the Consulting and Collaboration Research Support Agreement (the &ldquo;
<B>CCRSA</B>&rdquo;), which sets forth
obligations of: (a) ADT with respect to supporting Anchiano&rsquo;s research activities; and (b)
Anchiano with respect to payments
to ADT for the foregoing support. The CCRSA is hereby incorporated by reference into this Agreement
and made a part hereof.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">2.3<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">              
</FONT></FONT><FONT STYLE="color: windowtext"><U>Technology Transfer</U>. Promptly following the
Effective Date, ADT will provide
to Anchiano all Optioned Know-How relating to the Compound and Products. From time to time during the
Term, to the extent not transferred
earlier, ADT will provide to Anchiano any Optioned Know-How or Licensed Know-How. During the Term,
ADT will reasonably cooperate
with Anchiano to facilitate the technology transfer of Optioned Know-How or Licensed Know-How to
enable the Research, Development,
Manufacture or Commercialization of the Compounds and Products. Such cooperation will include
providing Anchiano with reasonable
access by teleconference or in-person at ADT&rsquo;s facilities to Key Personnel to provide Anchiano
with a reasonable level of
technical assistance and consultation in connection with such transfer. </FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">2.4<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">              
</FONT></FONT><FONT STYLE="color: windowtext"><U>Records</U>. Each Party will maintain, or cause to
be maintained, records of its
activities under the Research Program in sufficient detail and in good scientific manner appropriate
for scientific, Patent and
regulatory purposes, which will properly reflect all work included in the Research Program for a
period of ten (10) years after
the end of the term of the CCRSA. Thereafter, any destruction of such records by a Party will require
prior written notice to the
other Party, and upon the other Party&rsquo;s request, such records will be transferred to the other
Party in lieu of destruction.
Each Party will have the right to request a copy of any such records, except to the extent that the
other Party reasonably determines
that such records contain Confidential Information that is not licensed to such Party hereunder, or
to which such Party does not
otherwise have a right hereunder.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">2.5<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">              
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</FONT></FONT><FONT STYLE="color: windowtext"><U>Reports</U>. Anchiano and ADT shall each provide the JSC with written reports
or presentations summarizing the performance and results of the Research Program activities (if any) conducted by or on behalf
of such Party at each JSC meeting or as otherwise agreed by the Parties in writing. Each report or presentation shall cover, in
a manner consistent with the customary internal procedures of each for preparing such reports, the Research Program activities
(if any) conducted by or on behalf of such Party since the previous JSC meeting, including a summary of results, information, regulatory
interactions, timeline changes/updates and data generated that is Controlled by such Party and relates to a Product, any new or
modified activities planned with respect to the Research Program going forward. Upon request from either Party, the other Party
shall promptly provide such Party, through the JSC, with such other information and copies of records Controlled by such party
with respect to the Research Program as such Party may reasonably request. Notwithstanding the foregoing, following the Option
Exercise Date, Anchiano’s reporting obligations to the JSC shall be limited to periodic reports (at least one annually) prepared
by it (or its Affiliates and Sublicensees, as applicable) summarizing its Research, Development, and Commercialization activities
with respect to the Compounds and Products in the Territory.</FONT></P>

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<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
3</FONT><FONT STYLE="color: windowtext">
GOVERNANCE</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">3.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Alliance Manager</U>. Within thirty (30) days of the Effective Date, each Party
will appoint an individual (from the Party or from an Affiliate of such Party) who possesses a general understanding of Research,
Development and Manufacturing issues to act as the facilitator of the meetings of the JSC and the first point of contact between
the Parties with regard to questions relating to this Agreement or the overall business relationship and related matters between

the Parties (the “<B>Alliance Managers</B>”). Each Party may replace its Alliance Manager at any time upon written
notice to the other Party. The Alliance Managers:</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">will use good faith efforts to attend all meetings of the JSC, as a non-core member;
and</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">may bring any matter to the attention of the JSC where such Alliance Manager reasonably
believes that such matter requires attention.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">3.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Joint Steering Committee</U>.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Formation; Composition</U>. Promptly after the Effective Date, the Parties will
establish a joint steering committee (the “<B>Joint Steering Committee</B>” or “<B>JSC</B>”) comprised
of four (4) representatives from each Party (or appointed representatives of an Affiliate of such Party) with sufficient seniority
within the applicable Party to make decisions arising within the scope of the JSC’s responsibilities. The JSC may change
its size from time to time by unanimous consent of its members, provided that the JSC will consist at all times of an equal number
of representatives of each of ADT and Anchiano. Each Party may replace its JSC representatives at any time upon written notice
to the other Party. The JSC may invite non-core members to participate in the discussions and meetings of the JSC, provided that
such participants will have no voting authority at the JSC and shall, if not otherwise subject to confidentiality obligations,
enter into a confidentiality agreement reasonably acceptable to the Parties. Each meeting of the JSC will be co-chaired by a representative
of ADT and a representative of Anchiano. The role of the chairpersons will be to convene and preside at meetings of the JSC. The
chairpersons will have no additional powers or rights beyond those held by the other JSC representatives. The Alliance Managers
will work with the chairpersons to prepare and circulate agendas and to ensure the preparation of minutes.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Specific Responsibilities</U>. The JSC will:</FONT>
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(i)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
;
</FONT></FONT><FONT STYLE="color: windowtext">oversee, coordinate, and monitor the progress of activities under the Research Program;</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(ii)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">resolve any disagreement between the Parties relating to the Research Program; and
</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(iii)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">perform such other functions as appropriate, to further the purposes of this Agreement,
in each case as agreed in writing by the Parties.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(c)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-

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10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Meetings</U>. During the Term, the JSC will meet at least two (2) times per Calendar
Year. No later than ten (10) Business Days prior to any meeting of the JSC, the Alliance Managers will jointly prepare and circulate
an agenda for such meeting; provided, however, that either Party may propose additional topics to be included on such agenda, either
prior to or in the course of such meeting. Either Party may also call a special meeting of the JSC (by videoconference, teleconference
or in person) by providing at least ten (10) Business Days prior written notice to the other Party if such Party reasonably believes
that a significant matter must be addressed prior to the next scheduled meeting, in which event such Party will work with the chairpersons
of the JSC to provide the members of the JSC no later than three (3) Business Days prior to the special meeting with an agenda
for the meeting and materials reasonably adequate to enable an informed decision on the matters to be considered. The JSC may meet
in person, by videoconference or by teleconference. Notwithstanding the foregoing, at least one (1) meeting per Calendar Year will
be in person unless the Parties mutually agree in writing to waive such requirement. In-person JSC meetings will be held at locations
mutually agreed upon by ADT and by Anchiano. Each Party will bear the expense of its respective JSC members’ participation
in JSC meetings. Meetings of the JSC will be effective only if at least two (2) JSC members from each Party (which members do not
include such Party’s Alliance Manager) are present or participating in such meeting. The Alliance Managers will be responsible
for preparing reasonably detailed written minutes of all JSC meetings that reflect material decisions made and action items identified
at such meetings. The Alliance Managers will send draft meeting minutes to each member of the JSC for review and approval within
twenty (20) Business Days after each JSC meeting. Such minutes will be deemed approved unless one or more members of the JSC objects
to the accuracy of such minutes within five (5) Business Days of receipt. Upon any such objection, the members shall work together
in good faith to promptly revise such minutes until such minutes are approved by all members of the JSC. Minutes will be officially
endorsed by the JSC at the next JSC meeting.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(d)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Decision-Making</U>. The representatives from each Party on the JSC will have,
collectively, one (1) vote on behalf of that Party, and all decision making will be by consensus. Disputes at the JSC will be handled
in accordance with Section 3.3.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">3.3<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Resolution of JSC Disputes</U>.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:

1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Within the JSC</U>. Subject to the exception specified below in this Section
3.3(a), all decisions within the JSC will be made by consensus. If the JSC is unable to reach consensus on any issue for which
it is responsible, within thirty (30) days after a Party affirmatively states that a decision needs to be made, either Party may
elect to submit such issue to the Parties’ Executive Officers, in accordance with Section 3.3(b). For clarity, nothing
in this Section 3.3 shall prevent each Parties’ Executive Officer from serving as a member of the JSC. </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Referral to Executive Officers</U>. If a Party makes an election under Section
3.3(a) to refer a matter to the Executive Officers, the Executive Officers will use good faith efforts to resolve promptly such
matter, which good faith efforts will include at least one (1) in-person, video or telephonic meeting between such Executive Officers
within fifteen (15) days after the submission of such matter to them. If the Executive Officers are unable to reach consensus on
any such matter within thirty (30) days after its submission to them, the matter will be decided by Anchiano; provided that no
decision by Anchiano on such matters may (i) result in an increase in ADT’s obligations, activities or costs under this Agreement,
or (ii) otherwise conflict with this Agreement. No exercise by Anchiano of its decision-making authority can amend or waive compliance
with any terms of the CCRSA or this Agreement. </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">3.4<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Subcommittees of the JSC</U>. From time to time, the JSC may establish subcommittees,
as it deems necessary or advisable to further the purposes of this Agreement, including any responsibilities assigned to the JSC
under this Agreement; provided, however, that (a) the JSC shall not delegate its decision-making authority and (b) no subcommittee
shall have any power to amend, modify or waive compliance with the CCRSA or this Agreement. All decisions of each subcommittee

shall be made by unanimous decision, with each Party’s designated subcommittee members having collectively one (1) vote in
all decisions. If, with respect to a matter that is subject to a subcommittee’s decision-making authority, the subcommittee
cannot reach unanimity, the matter shall be referred to the JSC for resolution.</FONT></P>

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<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
4</FONT><FONT STYLE="color: windowtext">
DEVELOPMENT AND EXPLOITATION POST-OPTION EXERCISE</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">4.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Development</U>. Except as otherwise provided in Section 4.6 or set forth in the
CCRSA, on a Compound-by-Compound basis, after the Option Exercise Date, Anchiano will have sole responsibility for and sole decision-making
over the pre-clinical and clinical Development of all Compounds and Products in the Field, and associated costs and expenses.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">4.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Regulatory Responsibilities</U>. Except as otherwise provided in Section 4.6 or
set forth in the CCRSA, Anchiano will have sole responsibility for and sole decision-making over all regulatory activities and
associated costs and expenses for the Compounds and Products in the Territory, both before and after obtaining Regulatory Approval.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Regulatory Filings; Ownership</U>. Anchiano will lead and have sole control over
preparing and submitting all regulatory filings related to the Compounds and Products, including all applications for Regulatory
Approval. Anchiano will own any and all applications for Regulatory Approvals, the Regulatory Approvals, and other regulatory filings
related to the Compounds and Products, which will be held in the name of Anchiano or its designees. For clarity, the decision whether
to file an INDA, NDA or MAA for any particular Compound or Product will be at Anchiano’s sole discretion, subject to Anchiano’s
diligence obligations hereunder with respect to Products generally.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-

size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Interactions with Regulatory Authorities</U>.
Anchiano will have the sole right
to conduct all communications with Regulatory Authorities, including all meetings, conferences and
discussions (including advisory
committee meetings), with regard to Compounds and Products in the Territory.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">4.3<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Manufacturing</U>. Except as otherwise provided in
Section 4.6 or set forth in
the CCRSA, Anchiano will have sole responsibility for and sole decision-making authority over all
Manufacturing activities and
associated costs and expenses for the Research, Development and Commercialization of the Compounds
and Products in the Field.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
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size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Commercialization</U>. Except as otherwise provided
in Section 4.6 or set forth
in the CCRSA, Anchiano will have sole responsibility for and sole decision-making over all
Commercialization activities for the
Products, and will be solely responsible for the associated costs and expenses of such
Commercialization activities.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
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size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Anchiano Diligence</U>. After the Option Exercise
Date, Anchiano will use Commercially
Reasonable Efforts to obtain Regulatory Approval for and Commercialize at least one Product in the
United States. </FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">4.6<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">

</FONT></FONT><FONT STYLE="color: windowtext"><U>ADT Consultation</U>. ADT will provide support for Anchiano’s Development
and Exploitation of the Compounds and Products as detailed in the CCRSA. After the end of the term of the CCRSA, ADT will consult
with Anchiano, as may be reasonably requested by Anchiano, regarding the Development and Exploitation of the Compounds and Products
in the Territory. </FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
5</FONT><FONT STYLE="color: windowtext">
OPTION, LICENSES AND EXCLUSIVITY</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">5.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Option</U>.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">ADT hereby grants Anchiano the exclusive option to terminate the covenant in Section
5.2(c) and render the license set forth in Section 5.2(b) fully exercisable by Anchiano (the “<B>Option</B>”). The
Option may be exercised by Anchiano at any time during the Option Period upon written notice to ADT and the payment of the Option
Exercise Fee.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">If Anchiano does not exercise the Option during the Option Period as described in
Section 5.1(a) above, then the Option will terminate and will be of no further force or effect.
</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">5.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Licenses to Anchiano</U>.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-

size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Subject to the terms and conditions of this Agreement,
ADT hereby grants to Anchiano
an exclusive (even as to ADT and its Affiliates), transferable (as permitted in accordance with
Section 13.6), license, with
the right to sublicense (as permitted in accordance with Section 5.3), under the Optioned IP,
to conduct Anchiano’s
Research activities under the Research Program.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Subject to the terms and conditions of this Agreement,
including the covenant set
forth in Section 5.2(c), ADT hereby grants to Anchiano an exclusive (even as to ADT and its
Affiliates), transferable (as permitted
in accordance with Section 13.6), license, with the right to sublicense (as permitted in
accordance with Section 5.3),
under the Optioned IP, to Exploit the Compounds and Products in the Field in the Territory.</FONT>
</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"><FONT STYLE="color: #010000">(c)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Anchiano hereby covenants to ADT that Anchiano will not
exercise the license set
forth in the above Section 5.2(b) unless and until (i) Anchiano exercises the Option as set forth in
Section 5.1(a) or (ii) ADT
seeks bankruptcy protection during the Option Period. For clarity, if neither of the events set forth
in the foregoing 5.2(c)(i)
or (ii) occur, the license set forth in Section 5.2(b) will be of no further force or effect.</FONT>
</P>

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1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">5.3<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Sublicensing</U>. The licenses granted by ADT to
Anchiano in Section 5.2
may be sublicensed (through multiple tiers) by Anchiano to: (A) an Affiliate of Anchiano without any
requirement of consent, provided
that such sublicense to an Affiliate of Anchiano will immediately terminate if and when such party
ceases to be an Affiliate of
Anchiano; or (B) a Third Party without any requirement of consent; provided that: (1) ADT’s
obligations to such sublicensed
Affiliate or Sublicensee will be no broader than ADT’s obligations were to Anchiano under this
Agreement prior to Anchiano’s
grant of such a sublicense; (2) Anchiano will remain responsible for any and all payments due to ADT
under this Agreement; (3)
such sublicensed Affiliate or Sublicensee shall be bound by all relevant terms, restrictions and
conditions of this Agreement subject
to a written agreement, a copy of which shall be provided to ADT, which copy may be subject to
reasonable redactions to exclude
confidential information of the applicable Sublicensee or of Anchiano to the extent not relevant to

ADT, but such copy shall not
be redacted to the extent that it impairs ADT’s ability to ensure compliance with this
Agreement; and (4) Anchiano will be
liable for any act or omission of any such sublicensed Affiliate or Sublicensee that is a breach of
any of Anchiano’s obligations
under this Agreement as though the same were a breach by Anchiano.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">5.4<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">
</FONT></FONT><U>Exclusivity</U>. During the Term, except to perform its obligations under the
Research Program or CCRSA or as
otherwise provided herein, ADT will not (either alone or with any of its Affiliates), directly or
indirectly, Research, Develop,
Manufacture or Commercialize, or collaborate with, enable or otherwise authorize, license,
sublicense, or otherwise grant any right
to any Third Party, to Research, Develop, Manufacture or Commercialize, any molecules the primary
therapeutic effect of which is
caused by the inhibition of RAS or the inhibition of PDE10, except to the extent Anchiano has
terminated this Agreement with respect
to the RAS Inhibitor Compounds or the PDE10 Inhibitor Compounds, as applicable.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">5.5<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">
</FONT></FONT><U>Retained Rights</U>. ADT retains the right to grant, to the extent required
contractually pursuant to the University
of South Alabama Waiver Agreement previously disclosed to Anchiano or by applicable law, to non-
profit and governmental institutions
a perpetual, irrevocable, non-exclusive, non-sublicensable, non-transferable, royalty-free license
under the Optioned IP for educational
and internal research purposes only and not for the benefit of any for-profit entity or for clinical
or commercial purposes. During
the Term, prior to granting any license to a Third Party under this Section 5.5, ADT shall provide
Anchiano with written notice
thereof, and any such license grant shall be made subject to a written agreement containing
commercially reasonable terms. Further,
ADT shall retain a perpetual, irrevocable, non-exclusive, non-transferable, royalty-free license to
the Optioned IP to use the
Compounds internally for research purposes only, including but not limited to performance under an
SBIR, and to perform its obligations
under this Agreement including, but not limited to, the CCRSA.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">5.6<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><U>No Implied Licenses</U>. Except as explicitly set forth in this Agreement, neither Party grants to the other Party
any license or other rights, express or implied, under any intellectual property rights (whether by implication, estoppel or otherwise).</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
6</FONT><FONT STYLE="color: windowtext">
FINANCIALS</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">6.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><U>Upfront Payment</U>. No later than thirty (30) days after the Effective Date, Anchiano will pay to ADT a one-time,
non-refundable, non-creditable payment <FONT STYLE="color: windowtext">[***]</FONT>.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">6.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><U>Option Exercise Fee</U>. Within thirty (30) days of the occurrence of Option Exercise Date, Anchiano will pay
to ADT a one-time, non-refundable, non-creditable payment of <FONT STYLE="color: windowtext">[***]
</FONT>.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">6.3<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><U>Milestone Payments</U>. As set forth in the following tables, Anchiano will make the following payments (the “<B>Milestone
Payments</B>”) to ADT upon achievement of each of the milestone events set forth in the tables below (the “<B>Milestone
Events</B>”) by Anchiano or its Affiliates or Sublicensees. Each Milestone Payment will be payable by Anchiano to ADT within
<FONT STYLE="color: windowtext">[***]</FONT>. For clarity, the Milestone Payments under this Section 6.3 will be owed and payable
to ADT whether the Milestone Event triggering such milestone payment was achieved by Anchiano or any of its Affiliates or Sublicensees.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">   </FONT></FONT><FONT STYLE="color: windowtext"><U>Development and Regulatory Milestone Payments</U>.
</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify;
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Serif; font-size:
10pt">                
;
</FONT></FONT><FONT STYLE="color: windowtext"><U>RAS Inhibitor Product Development</U></FONT><U> and
Regulatory Milestone Achievements</U>.
Anchiano will make the following Milestone Payments to ADT for <FONT STYLE="color: windowtext">the
first RAS Inhibitor Product</FONT>
to achieve the following Milestone Events:</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify;
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STYLE="font-size: 10pt"><B><U>Milestone
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</FONT></FONT><FONT STYLE="color: windowtext"><U>PDE10 Inhibitor Product Development</U></FONT><U>
and Regulatory Milestones Achievements</U>.
Anchiano will make the following Milestone Payments to ADT for <FONT STYLE="color: windowtext">the
first PDE10 Inhibitor Product</FONT>
to achieve the following Milestone Events:</P>

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size:
10pt">               
</FONT></FONT><FONT STYLE="color: windowtext"><U>Commercial Milestone Payments</U>. Anchiano will
make each of the following one-time
Commercial Milestone Payments indicated below to ADT once for Products when annual worldwide Net
Sales of all such Products in
the Territory in a given Calendar Year first reach the dollar values indicated below during the Term.
If more than one Milestone
Event for a given Product is achieved in the same Calendar Year, all Milestone Payments that are
included in the achievement of
such Milestone Event that have not been previously paid shall become due. </FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify;
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;
</FONT></FONT><FONT STYLE="color: windowtext"><U>RAS Inhibitor Product</U></FONT><U> Commercial
Milestone Achievements</U>. Anchiano
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Inhibitor Product</FONT> to
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</FONT></FONT><FONT STYLE="color: windowtext"><U>Royalties</U>.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
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size:
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</FONT></FONT><FONT STYLE="color: windowtext"><U>Net Sales Royalty</U>. During the Royalty Term,
Anchiano will pay to ADT royalties
on a Product-by-Product and country-by-country basis on annual worldwide Net Sales for each Product
during the applicable Royalty
Term at the royalty rates (&ldquo;<B>Royalty Rates</B>&rdquo;) set forth below (the &ldquo;<B>Net
Sales Royalty</B>&rdquo;):</FONT></P>

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size:
10pt">               
</FONT></FONT><U>Reductions</U>. Notwithstanding the foregoing, if, pursuant to Section 6.4(a), any
royalties are payable on Net
Sales of a Product attributable to any country in the Territory where there is no issued Patent
within the Licensed IP containing
a Valid Claim covering the sale of such Product in such country, then the royalty rates applicable to
those Net Sales of such Product
for such country will be reduced, or otherwise paid for or refunded, by <FONT STYLE="color:
windowtext">[***]</FONT> from those
set forth in Section 6.4(a).</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">6.5<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">              
</FONT></FONT><FONT STYLE="color: windowtext"><U>Payment Terms</U>. </FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size:
10pt">               
</FONT></FONT><U>Records and Audits</U>. Anchiano will keep, and will cause each of its Affiliates
```

and Sublicensees to keep (as
applicable), adequate books and records of accounting for the purpose of calculating all amounts due to ADT hereunder. For three
(3) years next following the end of the calendar year to which each will pertain, such books and records of accounting (including
those of Anchiano’s Affiliates and Sublicensees, as applicable) will be made available for inspection at reasonable times
and upon reasonable notice by an independent certified accountant selected by ADT, and which is reasonably acceptable to Anchiano,
for the sole purpose of inspecting the amounts due to ADT under this Agreement. In no event will such inspections be conducted
hereunder more frequently than once every twelve (12) months or cover more than thirty-six (36) months prior to the date of request
for inspection. Such accountant must have executed and delivered to Anchiano and its Affiliates and Sublicensees, as applicable,
a confidentiality agreement as reasonably requested by Anchiano, which will include provisions limiting such accountant’s
disclosure to ADT to only whether the royalty reports are correct or incorrect and the amount of any discrepancy. The results of
such inspection, if any, will be binding on both Parties if not disputed within thirty (30) days following receipt by the Parties
of the inspection report. Any such dispute over an inspection report shall be subject to the dispute resolution procedure of Article
12, and no payment shall be required until the dispute is resolved. If it is determined that Anchiano underpaid, Anchiano shall
pay to ADT such amount it was determined to have within thirty (30) days of such determination. If it is determined that Anchiano
overpaid, ADT shall pay to Anchiano such amount it was determined to have been overpaid within thirty (30) days following such
determination. Any undisputed underpayments will be paid by Anchiano within thirty (30) days of notification of the results of
such inspection. Any undisputed overpayments will be fully creditable against amounts payable in subsequent payment periods. ADT
will pay for such inspections, except that in the event there is any upward adjustment in amounts payable for any calendar year
shown by such inspection of more than <FONT STYLE="color: windowtext">[***]</FONT>, Anchiano will reimburse ADT for any reasonable
out-of-pocket costs of such accountant.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"></P>

<!-- Field: Page; Sequence: 17; Value: 11 -->
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    <DIV STYLE="page-break-before: always; margin-top: 6pt; margin-bottom: 12pt"><P STYLE="margin: 0pt"> </P></DIV>
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Taxes</U>. Where required by Applicable Law, Anchiano shall have the right to
withhold applicable taxes from any payments to be made by Anchiano to ADT pursuant to this Agreement; provided that, to the extent
allowed by Applicable Law, prior to such withholding, Anchiano shall give written notice of its

intention to withhold and allow
ADT sufficient time to furnish any documentation or forms to the applicable Governmental Authority to minimize or eliminate such
withholding. Anchiano shall provide ADT with receipts from the appropriate taxing authority for all payments of taxes withheld
and paid by Anchiano to such authorities on behalf of ADT. ADT shall have the right to appeal to the appropriate taxing authority
any such withholding and payment of such taxes.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(c)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><U>Interest Due</U>. Anchiano will pay ADT interest on any payments that are not paid on or before the date such
payments are due under this Agreement at a rate of <FONT STYLE="color: windowtext">[***]</FONT> or the maximum applicable legal
rate, if less, calculated on the total number of days payment is delinquent.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(d)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>No Other Compensation</U>. Other than as explicitly set forth (and as applicable)
in this Agreement or the CCRSA, Anchiano will not be obligated to pay any additional fees, milestone payments, royalties or other
payments of any kind to or on behalf of ADT or its Affiliates under this Agreement.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(e)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Right to Set-off</U>. Either Party will have the right to deduct from amounts
otherwise payable hereunder any amounts payable to such Party (or its Affiliates) from the other Party (or its Affiliates) under
this Agreement that have been determined by a final, non-appealable judgment by a court of competent jurisdiction or otherwise
agreed to by the Parties.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
7</FONT><FONT STYLE="color: windowtext">
INTELLECTUAL PROPERTY</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">7.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">

</FONT></FONT><FONT STYLE="color: windowtext"><U>Ownership of IP</U>.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Ownership shall follow inventorship for all inventions, discoveries, improvements,
modifications, enhancements or creations, in each case whether or not patentable, and any intellectual property rights (including
Information and Patents) arising from any of the foregoing developed, created, conceived or reduced to practice in connection with
and during the Term of this Agreement (collectively, “<B>Inventions</B>”), with inventorship being determined in accordance
with United States patent laws (regardless of where the applicable activities occurred). Inventions invented solely by ADT will
be solely owned by ADT (“<B>ADT Inventions</B>”), Inventions invented solely by Anchiano will be solely owned by Anchiano
(“<B>Anchiano Inventions</B>”), and Inventions invented jointly by ADT and Anchiano will be jointly owned by both Parties
(“<B>Joint Inventions</B>”).</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Each Party will promptly disclose to the other Party any Invention, as applicable,
developed, created, conceived or reduced to practice by or on behalf of such Party that is necessary to Exploit the Compounds or
Products in the Field and for the Territory. </FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(c)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Each Party will have an undivided one-half (1/2) interest in and to the Joint Inventions.
Each Party will have the right to exercise its ownership rights in and to such Joint Inventions, including the right to license
and sublicense or otherwise to Exploit, transfer or encumber its ownership interest, without an accounting or obligation to, or
consent required from, the other Party, but subject to the licenses hereunder and the other terms and conditions of the CCRSA and
this Agreement. At the reasonable written request of a Party, the other Party will in writing grant such consents and confirm that
no such accounting is required to effect the foregoing regarding Joint Inventions. Each Party, for itself and on behalf of its
Affiliates, licensees and sublicensees, and employees, subcontractors, consultants and agents of any of the foregoing, hereby assigns
(and to the extent such assignment can only be made in the future hereby agrees to assign), to the other Party a joint and undivided
interest in and to all Joint Inventions.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"></P>

<!-- Field: Page; Sequence: 18; Value: 11 -->
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<DIV STYLE="page-break-before: always; margin-top: 6pt; margin-bottom: 12pt"><P STYLE="margin: 0pt"> </P></DIV>
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(d)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">This Agreement will be understood to be a joint research agreement in accordance
with 35 U.S.C. §102(c) to Develop and Commercialize Compounds and Products.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">7.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Prosecution, Maintenance & Enforcement</U>.
</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Licensed IP</U>. Anchiano and ADT shall collaborate on patent strategy for the
Licensed IP using patent counsel selected by mutual agreement of the Parties. Beginning on the Effective Date, Anchiano shall have
the right, responsibility and discretion to file, prosecute (including the defense of any oppositions, interferences, reissue proceedings,
re-examinations and other post-grant proceedings originating in a patent office), maintain and enforce intellectual property rights
pertaining to the Optioned IP or Licensed IP at its sole cost and expense, using the patent counsel mutually agreed upon by the
Parties. Anchiano shall reimburse ADT for any patent expenses (including expenses for Anchiano-approved patent filings, patent
prosecution and patent validation, and associated attorneys’ fees) related to the Optioned IP or Licensed IP incurred by
ADT and which accrue after the Effective Date. ADT shall have the right to review and comment on any patent filings, prosecution
or maintenance actions for any Licensed IP before any such filings or actions are made; regardless of inventorship or ownership.
ADT shall have the right to assume responsibility, at its own cost, for any Licensed Patent(s) that Anchiano proposed to abandon,
and notice of such proposed abandonment shall be given to ADT no less than sixty (60) days prior to the date of proposed abandonment.
If Anchiano elects not to pursue the defense of any oppositions, interferences, reissue proceedings, re-examinations and other
post-grant proceedings originating in a patent office pertaining to the Licensed IP, Anchiano shall notify ADT and ADT may elect

to pursue such defense at its sole expense.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Inventions</U>.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(i)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
;
</FONT></FONT><FONT STYLE="color: windowtext">Subject to Sections 7.2(a) and 7.2(b)(iii), Anchiano shall have the right, responsibility
and discretion to file, prosecute (including the defense of any oppositions, interferences, reissue proceedings, re-examinations
and other post-grant proceedings originating in a patent office), maintain and enforce intellectual property rights pertaining
to the Anchiano Inventions at its sole cost and expense.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(ii)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Subject to Sections 7.2(a) and 7.2(b)(iii), Anchiano shall have the right, responsibility
and discretion to file, prosecute (including the defense of any oppositions, interferences, reissue proceedings, re-examinations
and other post-grant proceedings originating in a patent office), maintain and enforce intellectual property rights pertaining
to the Joint Inventions at its sole cost and expense.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(iii)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext">ADT shall have the right to review and comment on any patent filings, prosecution
or maintenance actions for any Inventions before any such filings or actions are made; regardless of inventorship or ownership.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0 0pt 0.5in; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">7.3<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Defense and Settlement of Third Party Claims</U>. From and after the Effective
Date, if a Third Party asserts that a Patent or other right owned by it is infringed by the Exploitation of any Compound or Product
in the Field in the Territory, Anchiano will have the first right to defend against any such assertions at Anchiano’s sole

cost, using the patent counsel mutually agreed upon by the Parties. Anchiano will have the first right to control the defense of
any such Third Party claims at Anchiano’s sole cost and expense and to elect to settle such claims (except as set forth below).
ADT will assist Anchiano and cooperate in any such litigation at Anchiano’s request, and Anchiano will reimburse ADT any
reasonable, documented out-of-pocket costs incurred in connection therewith. ADT may join any defense pursuant to this Section
7.3, with its own counsel, at its sole cost and expense. Anchiano will not settle or consent to the entry of any judgment in any
enforcement action hereunder without ADT’s prior written consent, not to be unreasonably withheld or delayed. ADT will give
Anchiano prompt written notice of any allegation by any Third Party that a Patent or other right owned by it is infringed by the
Exploitation of any Compound or Product. </FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

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<!-- Field: Page; Sequence: 19; Value: 11 -->
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">7.4<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Enforcement</U>.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">In the event that (i) ADT or Anchiano becomes aware of any actual or suspected infringement
of any Licensed Patent for which Anchiano has the right to file, prosecute and maintain, pursuant to Section 7.2, (ii) any such
Licensed Patent is challenged in any action or proceeding (other than any interferences, oppositions, reissue proceedings or re-examinations,
which are addressed in Section 7.2) or (iii) ADT or Anchiano receives a Notice of Paragraph IV Patent certification as described
in Section 7.6(c), such Party will notify the other Party promptly, and following such notification, the Parties will confer. Anchiano
will have the right, but will not be obligated, to defend any such action or proceeding or bring an infringement action with respect
to such infringement at its own expense, in its own name and entirely under its own direction and control, or settle any such action
or proceeding by sublicense (including, at Anchiano’s sole discretion, granting a sublicense, covenant not to sue or other
right with respect to a compound or product (including a Generic Product) in the Field in the Territory), using the patent counsel
mutually agreed upon by the Parties. ADT will reasonably assist Anchiano in any action or proceeding being defended or prosecuted

if so requested, and will be named in or join such action or proceeding if requested by Anchiano.
</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Damages</U>. In the event that Anchiano exercises the rights conferred in this
Section 7.4 and recovers any damages, payments or other sums in such action or proceeding or in settlement thereof, such damages
or other sums recovered will first be applied to all out-of-pocket costs and expenses incurred by the Parties in connection therewith
(including attorney’s fees). If such recovery is insufficient to cover all such costs and expenses of both Parties, the Parties
will be paid pro-rata in proportion to the total amount of costs and expenses incurred by each Party. If after such reimbursement
any funds will remain from such damages or other sums recovered, such funds will be retained by Anchiano, except with respect to
any recovery for lost sales, in which case such lost sales shall be treated as Net Sales for purposes of calculating any royalty
due to ADT hereunder.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">7.5<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Trademarks</U>. Anchiano will solely own all right, title and interest in and
to any trademarks adopted for use with the Products in the Field in the Territory, and will be responsible for the registration,
filing, maintenance and enforcement thereof. ADT will not at any time do or authorize to be done any act or thing which is likely
to materially impair the rights of Anchiano therein, and will not at any time claim any right of interest in or to such marks or
the registrations or applications therefor. ADT shall not use Anchiano’s trademarks or any confusingly similar trademarks
in a manner that might amount to infringement, dilution, unfair competition or passing off of any of Anchiano’s trademarks
without Anchiano’s consent.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">7.6<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Patent Extensions; Orange Book Listings; Patent Certifications</U>.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Patent Term Extension</U>. If elections with respect to obtaining patent term
extension or supplemental protection certificates or their equivalents in any country with respect to

any Product becomes available,
upon Regulatory Approval or otherwise, Anchiano will have the right to file for patent term extension or supplemental protection
certificates or their equivalents and to determine which issued patent to extend, using the patent counsel mutually agreed upon
by the Parties. ADT will reasonably cooperate with Anchiano so as to enable Anchiano to exercise its rights under this Section
7.6(a). Such cooperation includes promptly executing all documents, requiring inventors to be available to discuss and review any
filings, and requiring inventors, subcontractors, employees, consultants and agents of ADT and its Affiliates to execute all documents,
as reasonable and appropriate so as to enable to Anchiano to exercise its rights under this Section 7.6(a).</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"></P>

<!-- Field: Page; Sequence: 20; Value: 11 -->
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Regulatory Exclusivity and Orange Book Listings</U>. With respect to regulatory
exclusivity periods (such as orphan drug exclusivity and any available pediatric extensions), Anchiano shall have the sole right
to seek and maintain all such regulatory exclusivity periods that may be available for the Products in the Field in the Territory.
Anchiano shall have the sole right to make all filings in the FDA’s <I>Approved Drug Products with Therapeutic Equivalence
Evaluations </I>(the “<B>Orange Book</B>”) and all equivalents in any country in the Territory with respect to the
Products in the Field in the Territory.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"><FONT STYLE="color: #010000">
(c)   </FONT>
<FONT STYLE="color: windowtext"><U>Notification of Patent Certification</U>. ADT and Anchiano will each notify and
provide the other Party with copies of any notice of a Paragraph IV Patent Certification (including any associated documents) by
a Third Party filing an ANDA, an application under §505(b)(2) of the FD&C Act (as amended or any replacement thereof),
or any other similar patent certification by a Third Party, and any foreign equivalent thereof. Such notification and copies will

be provided to the other Party within five (5) days after receipt of such notification and will be sent to the address set forth
in Section 13.3.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"> </P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
8</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="color: windowtext">REPRESENTATIONS,
WARRANTIES AND COVENANTS</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">8.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Mutual Representations, Warranties and Covenants</U>. Each Party hereby represents
and warrants to the other Party as of the Effective Date, and covenants, as applicable, as a material inducement for such other
Party’s entry into this Agreement, as follows:</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Corporate Existence and Power</U>. It is a company or corporation duly organized,
validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated, and has full corporate power
and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted
and as contemplated in this Agreement, including the right to grant the licenses granted by it hereunder.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Authority and Binding Agreement</U>. (i) It has the corporate power and authority
and the legal right to enter into this Agreement and perform its obligations hereunder; (ii) it has taken all necessary corporate
action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;
and (iii) this Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, and binding
obligation of such Party that is enforceable against it in accordance with its terms.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:

1in"><FONT STYLE="color: #010000">(c)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>No Conflict</U>. It is not a party to and will not enter into any agreement that
would prevent it from granting the rights or exclusivity granted or intended to be granted to the other Party under this Agreement
or performing its obligations under this Agreement.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(d)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Bankruptcy; Insolvency</U>. It is not aware of any action or petition, pending
or otherwise, for bankruptcy or insolvency of such Party or its Affiliates or subsidiaries in any state, country or other jurisdiction,
and it is not aware of any facts or circumstances that could result in such Party becoming or being declared insolvent, bankrupt
or otherwise incapable of meeting its obligations under this Agreement as they become due in the ordinary course of business.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"></P>

<!-- Field: Page; Sequence: 21; Options: NewSection; Value: 21 -->
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(e)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>No Debarment</U>. Such Party is not debarred, has not been convicted, and is not
subject to debarment or conviction pursuant to Section 306 of the FD&C Act. In the course of the Research or Development
of Compounds or Products, such Party has not, to its knowledge, used prior to the Effective Date, and will not use, during the
Term, any employee, consultant, agent or independent contractor who has been debarred by any Regulatory Authority, or, to such
Party’s knowledge, is the subject of debarment proceedings by a Regulatory Authority or has been convicted pursuant to Section 306
of the FD&C Act.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(f)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">

;
</FONT></FONT><FONT STYLE="color: windowtext"><U>Compliance with Applicable Law</U>. Each Party will comply with the Applicable
Law in the course of performing its obligations or exercising its rights pursuant to this Agreement. </FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">8.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Representations, Warranties and Covenants by ADT</U>. ADT hereby represents, warrants
and covenants to Anchiano as of the Effective Date, and covenants to Anchiano, as applicable, as material inducement for Anchiano’s
entry into this Agreement and the grant of licenses and rights from ADT to Anchiano hereunder, as follows: </FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>No IP Conflicts</U>. Neither ADT nor any of its Affiliates has entered into any
agreement (other than agreements with subcontractors) granting any right, interest or claim in or to, any Licensed IP to any Third
Party that would conflict with the licenses and other rights granted to Anchiano under this Agreement. All intellectual property
rights owned by ADT and its Affiliates relating to the Compounds or Products is Controlled by ADT and is included in the Licensed
IP. All Licensed IP existing as of the Effective Date is exclusively owned by ADT, and is free and clear of any (i) liens, charges,
security interests, and encumbrances or licenses and (ii) claims or covenants that would conflict with or limit the scope of any
of the rights or licenses granted to Anchiano hereunder, or would give rise to any Third Party claims for payment against Anchiano
or its Affiliates. </FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>No Notice of Infringement or Misappropriation</U>. (i) ADT has not received and
is not aware of any written notice from any Third Party asserting or alleging that any research, development, use, manufacture,
sale, offer for sale, importation or exportation of Licensed IP, Compounds or Products has infringed or misappropriated, or would
infringe or misappropriate, the intellectual property rights of any Third Party, and (ii) no claim is pending, and ADT and its
Affiliates and, to ADT’s knowledge, any Third Party collaborator, has not received from a Third Party notice of a claim or
threatened claim to the effect that any granted Patent rights within the Licensed IP licensed to Anchiano under this Agreement
is invalid or unenforceable. Additionally, to ADT’s knowledge, there is no unauthorized use, infringement or misappropriation
of any Licensed IP by any Third Party as of the Effective Date.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(c)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>No Misappropriation</U>. To the knowledge of ADT, (i) the development, creation,
conception and reduction to practice of any inventions and, to the knowledge of ADT, the use, development, creation, conception
and reduction to practice of any other Information within Licensed IP have not constituted or involved the misappropriation of
trade secrets or other rights or property of any Third Party, and (ii) no employee, consultant, agent or independent contractor
of ADT, or Third Party, has misappropriated any Licensed IP. To the knowledge of ADT, no intellectual property right of a Third
Party would be infringed, misappropriated or otherwise violated by use of the Licensed IP or the Exploitation of the Compounds
or Products under this Agreement.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(d)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Licensed Technology</U>. All Patents within the Licensed IP existing as of the
Effective Date that claim or cover the Compounds are listed on Schedule 1.72 (the “<B>Existing Patents</B>”).
All Existing Patents existing as of the Effective Date have been diligently prosecuted in the respective patent offices in the
Territory (as applicable) in accordance with Applicable Law, have been filed and maintained properly and correctly and all applicable
fees have been paid on or before the due date for payment, and to the knowledge of ADT and its Affiliates, are not invalid or unenforceable,
in whole or in part. The Existing Patents represent all Patents within ADT’s and its Affiliates’ Control relating to
the Compounds or Products, or the Exploitation thereof, as of the Effective Date.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"></P>

<!-- Field: Page; Sequence: 22; Value: 21 -->
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(e)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Third Party Agreements</U>. Except for the terminated license agreement disclosed

by ADT to Anchiano, neither ADT nor any of its Affiliates have entered into any agreements with Third Parties with respect to the
Compounds or Products.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(f)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Disclosure of Information</U>. All Information and data provided by or on behalf
of ADT to Anchiano or its agents or representatives prior to or on the Effective Date with respect to this Agreement was and is
true, accurate and complete in all material respects, and ADT has not disclosed, failed to disclose or caused to be disclosed any
Information or data that could reasonably be expected to be misleading in any material respect.
</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(g)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Employee Assignment</U>. As of the Effective Date, ADT has secured from all employees,
consultants, contractors and other Persons who have contributed to the development, creation, conception or invention of any of
the Licensed IP a written agreement assigning to ADT or its Affiliates all rights to such developments, creations, conceptions
or inventions, or Licensed IP and such Affiliates have assigned such rights to ADT, and neither ADT nor any of its Affiliates has
received any written communication challenging ADT’s ownership or right to the Licensed IP, unless such an agreement with
the inventor is not required under Applicable Law for ownership in such Licensed IP to vest in ADT.
</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(h)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>All Material Information Furnished</U>. As of the Effective Date, ADT has furnished
or made available to Anchiano or its agents or representatives all material information that is in ADT’s or its Affiliates’
possession concerning the Compounds, the Products (in each case in the form being developed by ADT as of the Effective Date) and
the Licensed IP, including relevant to the safety or efficacy of such Compounds and Products, and all material regulatory filings
and other material correspondence with Regulatory Authorities relating to any such Compound or Product, and such information is
accurate, complete and true in all material respects.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(i)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-

size:
10pt">
;
</FONT></FONT><FONT STYLE="color: windowtext"><U>Conduct of Research and Development</U>. As of the
Effective Date, ADT has conducted
all Research and Development of Compounds and Products in accordance with all Applicable Law.</FONT>
</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">8.3<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>No Other Representations or Warranties</U>. EXCEPT
AS EXPRESSLY STATED IN THIS
ARTICLE 8, NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING
WARRANTIES OF MERCHANTABILITY, FITNESS
FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR NON-MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL
PROPERTY RIGHTS, IS MADE OR GIVEN
BY OR ON BEHALF OF A PARTY. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL REPRESENTATIONS AND
WARRANTIES, WHETHER ARISING BY
OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"> </P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-
indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase;
color: #010000">Article
9</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-
indent: 0in"><FONT STYLE="color: windowtext">INDEMNIFICATION</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-
indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">9.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Indemnification by ADT</U>. Subject to the remainder
of this Article 9, ADT will
defend, indemnify, and hold Anchiano, its Affiliates, subcontractors and Sublicensees, and its and
their respective officers, directors,
employees, and agents (the “<B>Anchiano Indemnitees</B>”) harmless from and against any
and all liabilities, losses,
costs, damages, fees, expenses or other amounts payable to a Third Party claimant, as well as any
reasonable attorneys’ fees
and costs of litigation incurred by such Anchiano Indemnitees, all to the extent resulting from
claims, suits, proceedings or causes
of action brought by or on behalf of such Third Party against such Anchiano Indemnitee that arise
from or are based on: (a)
a breach of any of ADT’s representations, warranties or obligations under this Agreement or the
CCRSA; (b) the willful misconduct
or grossly negligent acts of ADT or its Affiliates; (c) violation of Applicable Law by any ADT
Indemnitees; or (d) the Exploitation
of Reversion Products by ADT or its Affiliates in the Territory; excluding, in each case ((a), (b),
(c) and (d)), any damages or
other amounts for which Anchiano has an obligation to indemnify any ADT Indemnitee pursuant to
Section 9.2.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"></P>

<!-- Field: Page; Sequence: 23; Value: 21 -->
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">9.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><FONT STYLE="color: windowtext"><U>Indemnification by Anchiano</U>. Subject to the remainder of this Article 9, Anchiano
will defend, indemnify, and hold ADT, its Affiliates, subcontractors, licensees and sublicensees, and each of their respective
officers, directors, employees, and agents (the “<B>ADT Indemnitees</B>”) harmless from and against any and all damages
or other amounts payable to a Third Party claimant, as well as any reasonable attorneys’ fees and costs of litigation incurred
by such ADT Indemnitees, all to the extent resulting from any claims, suits, proceedings or causes of action brought by such Third
Party against such ADT Indemnitee that arise from or are based on: (a) the Exploitation of Compounds or Products by Anchiano or
its Affiliates in the Territory; (b) a breach of any of Anchiano’s representations, warranties or obligations under this
Agreement or the CCRSA; (c) the willful misconduct or grossly negligent acts of Anchiano or its Affiliates; or (d) violation of
Applicable Law by any Anchiano Indemnitees; excluding, in each case ((a), (b), (c) and (d)), any damages or other amounts for which
ADT has an obligation to indemnify any Anchiano Indemnitee pursuant to Section 9.1.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">9.3<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><FONT STYLE="color: windowtext"><U>Indemnification Procedures</U>. The Party claiming indemnity under this Article
9 (the “<B>Indemnified Party</B>”) will give written notice to the Party from whom indemnity is being sought (the “<B>Indemnifying
Party</B>”) promptly after learning of the claim, suit, proceeding or cause of action for which indemnity is being sought
(“<B>Claim</B>”). The Indemnifying Party’s obligation to defend, indemnify, and hold harmless pursuant to Section
9.1 or Section 9.2, as applicable, will be reduced to the extent the Indemnified Party’s delay in providing notification
pursuant to the previous sentence results in material prejudice to the Indemnifying Party; provided, however, that the failure
by an Indemnified Party to give such notice or otherwise meet its obligations under this Section 9.3 will not relieve the Indemnifying
Party of its indemnification obligation under this Agreement. At its option, the Indemnifying Party may assume the defense and
have exclusive control, at its own expense, of any Claim for which indemnity is being sought by giving written notice to the Indemnified
Party within thirty (30) days after receipt of the notice of the Claim, provided that (i) it agrees to indemnify the Indemnified
Party from and against all losses the Indemnified Party may suffer arising out of the Claim; (ii) the Claim involves only money

damages and does not seek an injunction or other equitable relief against the Indemnified Party; (iii) the Claim does not relate
to any criminal or regulatory enforcement proceeding; and (iv) the Indemnifying Party conducts the defense of the Claim diligently.
The Indemnified Party will provide the Indemnifying Party with reasonable assistance, at the Indemnifying Party’s expense,
in connection with the defense. The Indemnified Party may participate in and monitor such defense with counsel of its own choosing
at its sole expense; provided, however, the Indemnifying Party will have the right to assume and conduct the defense of the Claim
with counsel of its choice. The Indemnifying Party will not settle any Claim without the prior written consent of the Indemnified
Party, not to be unreasonably withheld, unless the settlement involves only the payment of money. The Indemnified Party will not
settle any such Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld.
If the Indemnifying Party does not assume and conduct the defense of the Claim as provided above, (a) the Indemnified Party may
defend against, and consent to the entry of any judgment or enter into any settlement with respect to the Claim in any manner the
Indemnified Party may deem reasonably appropriate (and the Indemnified Party need not consult with, or obtain any consent from,
the Indemnifying Party in connection therewith), and (b) the Indemnified Party reserves any right it may have under this Article
9 to obtain indemnification from the Indemnified Party.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"></P>

<!-- Field: Page; Sequence: 24; Value: 21 -->
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    <DIV STYLE="page-break-before: always; margin-top: 6pt; margin-bottom: 12pt"><P STYLE="margin: 0pt"> </P></DIV>
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">9.4<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Limitation of Liability</U>. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER
FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OF ANY KIND ARISING FROM OR RELATING TO ANY
BREACH OF THIS AGREEMENT OR ANY CLAIMS ARISING HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT
(INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE), REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING
THE FOREGOING, NOTHING IN THIS SECTION 9.4 IS INTENDED TO OR WILL LIMIT OR RESTRICT (A) THE INDEMNIFICATION RIGHTS OR OBLIGATIONS
OF ANY PARTY UNDER SECTION 9.1 OR SECTION 9.2, (B) DAMAGES AVAILABLE IN THE CASE OF A PARTY’S FRAUD, GROSS NEGLIGENCE
OR INTENTIONAL MISCONDUCT, OR (C) DAMAGES AVAILABLE TO A PARTY FOR A BREACH BY THE OTHER PARTY OF EXCLUSIVITY OBLIGATIONS UNDER
<FONT STYLE="text-transform: uppercase">Article 5</FONT> OR THE CONFIDENTIALITY OBLIGATIONS UNDER <FONT STYLE="text-transform: uppercase">Article
10</FONT>. </FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">9.5<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Insurance</U>. During the Term, (i) Anchiano will obtain and maintain, at its
individual sole expense, the following minimum required insurance: (A) prior to beginning Clinical Trials for a Product, general
liability insurance, with limits of Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) annual
aggregate; and (B) once Clinical Trials begin for a Product, general liability insurance, with minimum limits of Five Million Dollars
($5,000,000) per occurrence and Five Million Dollars ($5,000,000) annual aggregate; and (ii) ADT will obtain and maintain, at its
individual sole expense general liability insurance with a minimum limit of One Million Dollars ($1,000,000) per occurrence and
One Million Dollars ($1,000,000) annual aggregate. Each Party shall also maintain any mandatory insurance with all applicable laws
and regulations. Commercial insurance shall be obtained from reputable acceptable and financially secure insurance carriers.
Each Party will furnish to the other Party, on request, certificates of insurance evidencing the minimum required insurance, including
notice of cancellation to be provided in accordance with the terms of the insurance policies. Each Party further agrees to
provide written notice to the other within five (5) Business Days of becoming aware of any material change which prevents compliance
with the foregoing insurance obligations. A Party’s failure to maintain minimum required insurance will be deemed a
material breach of this Agreement by such Party.</FONT></P>

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<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
10</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000"></FONT><FONT STYLE="color: windowtext">CONFIDENTIALITY</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">10.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Confidentiality; Exceptions</U>. Except to the extent expressly authorized by
this Agreement or otherwise agreed in writing, the Parties agree that the receiving Party will keep confidential and will not publish
or otherwise disclose or use for any purpose other than as provided for in this Agreement any information and materials furnished
to it by or on behalf of the other Party or its Affiliates or generated pursuant to this Agreement (collectively, “<B>Confidential
Information</B>”). For clarity, Confidential Information of a Party or its Affiliates will include, without limitation, all
information and materials disclosed by such Party or its Affiliates or their respective designees that (a) is marked as “Confidential,”
“Proprietary” or with similar designation at the time of disclosure or (b) by its nature can reasonably be expected
to be considered Confidential Information by the recipient. Information disclosed orally will not be required to be identified

as such to be considered Confidential Information. The terms of this Agreement shall be deemed to be the Confidential Information
of both Parties. During the Term, information relating to the Compounds or Products shall be deemed to be the Confidential Information
of Anchiano. Notwithstanding the foregoing, Confidential Information will not include any information to the extent that it can
be established by written documentation by the receiving Party that such information:</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"><FONT STYLE="color: #010000">
(a)   was already known to the receiving Party, other than under an obligation of confidentiality
(except to the extent such obligation has expired or an exception is applicable under the relevant agreement pursuant to which
such obligation was established), at the time of disclosure;</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"><FONT STYLE="color: #010000">
(b)   was generally available to the public or otherwise part of the public domain at the
time of its disclosure to the receiving Party;</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"><FONT STYLE="color: #010000">
(c)   became generally available to the public or otherwise part of the public domain after
its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement;</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"><FONT STYLE="color: #010000">
(d)   </FONT>
<FONT STYLE="color: windowtext">was independently developed by the receiving Party as demonstrated by written documentation
prepared contemporaneously with such independent development; or</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"><FONT STYLE="color: #010000">
(e)   was disclosed to the receiving Party, other than under an obligation of confidentiality (except to the extent such obligation has expired or an exception is applicable under the relevant agreement pursuant to which such obligation was established), by a Third Party who had no obligation to the disclosing Party not to disclose such information to others.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">10.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Authorized Disclosure</U>. Except as expressly provided otherwise in this Agreement, each Party may use and disclose Confidential Information of the other Party solely as follows: (a) under appropriate confidentiality provisions substantially equivalent to those in this Agreement: (i) in connection with the performance of its obligations or as reasonably necessary or useful in the exercise of its rights under this Agreement, including the right to grant licenses or sublicenses as permitted hereunder, (ii) to the extent such disclosure is reasonably necessary or useful in conducting Clinical Trials under this Agreement; or (iii) to actual or potential (sub)licensees, acquirers or assignees, collaborators, investment bankers, investors or lenders; (b) to the extent such disclosure is to a Governmental Authority as reasonably necessary in filing or prosecuting Patent, copyright and trademark applications in accordance with this Agreement, prosecuting or defending litigation related to this Agreement, complying with applicable governmental regulations with respect to performance under this Agreement, obtaining Regulatory Approval or fulfilling post-approval regulatory obligations for the Compounds or Products, or otherwise required by Applicable Law; <I>provided, however</I>, that if a Party is required by Applicable Law or the rules of any securities exchange or automated quotation system to make any such disclosure of the other Party’s Confidential Information it will, except where impracticable for necessary disclosures (for example, in the event of medical emergency), give reasonable advance notice to the other Party of such disclosure requirement and, in each of the foregoing, will use its reasonable efforts to secure confidential treatment of such Confidential Information required to be disclosed and will only disclosed that Confidential Information that is required to be disclosed; (c) to advisors (including lawyers and accountants) on a need to know basis, in each case under appropriate confidentiality provisions or professional standards of confidentiality substantially equivalent to those of this Agreement; or (d) to the extent mutually agreed to by the Parties. Notwithstanding the foregoing, the Parties will agree upon and release a mutual press release to announce the execution of this Agreement and for use in responding to inquiries about the Agreement. Anchiano will draft such mutual press release and provide it to ADT for ADT’s review and comment at least twenty-four (24) hours prior to its release; thereafter, ADT and Anchiano may each disclose to Third Parties the information contained in such press release without the need for further approval by the other. Each Party acknowledges and agrees that the other Party may submit this Agreement to the SEC and if a Party does submit this Agreement to the SEC, such Party agrees to consult with the other Party with respect to the preparation and submission of, a confidential treatment request for this Agreement. If a Party is required by Applicable Law to make a disclosure of the terms of this Agreement in a filing with or other submission to the SEC, and (A) such Party has provided

copies of the disclosure to
the other Party as far in advance of such filing or other disclosure as is reasonably practicable
under the circumstances, (B)
such Party has promptly notified the other Party in writing of such requirement and any respective
timing constraints, and (C)
such Party has given the other Party a reasonable time under the circumstances from the date of
notice by such Party of the required
disclosure to comment upon, request confidential treatment or approve such disclosure, then such
Party will have the right to make
such public disclosure at the time and in the manner reasonably determined by its counsel to be
required by Applicable Law. Notwithstanding
anything to the contrary herein, it is hereby understood and agreed that if a Party seeking to make a
disclosure to the SEC as
set forth in this Section 10.2, and the other Party provides comments within the respective time
periods or constraints specified
herein or within the respective notice, the Party seeking to make such disclosure or its counsel, as
the case may be, will in good
faith (1) consider incorporating such comments and (2) use reasonable efforts to incorporate such
comments, limit disclosure or
obtain confidential treatment to the extent reasonably requested by the other Party. Each Party will
have the right to issue additional
press releases or to make public disclosures with the prior written agreement of the other Party.
</FONT></P>

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Sequence; Type: Arabic; Name: PageNo -->26<!-- Field: /Sequence --></P></DIV>
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0pt"> </P></DIV>
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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">10.3<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Prior Agreement</U>. This Agreement supersedes the
Existing Confidentiality Agreement.
All confidential information exchanged between ADT and Anchiano Therapeutics Ltd. under the Existing
Confidentiality Agreement
will be deemed Confidential Information of the disclosing party and will be subject to the terms of
this Agreement.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">10.4<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Publications</U>. Except as required by Applicable
Law or court order, any publication
or presentation concerning activities conducted under this Agreement, the Compounds or the Products
will be subject to the oversight,
guidelines and approval of the JSC. The JSC will establish promptly after the Effective Date
guidelines that require: (a) each
Party’s timely review of all such publications or presentations, (b) protection of
Confidential Information and coordination

with Anchiano or ADT prior to any disclosure of patentable subject matter, (c) that all such publications and presentations
are consistent with good scientific practice and accurately reflect work done and the contributions of the Parties, and (d) that
no such publication or presentation be made except to the extent approved by the JSC in advance in writing. Unless otherwise mutually
agreed upon by the Parties, (i) the Party desiring to publish or present any publication or presentation concerning the activities
to be conducted hereunder (the “<B>Publishing Party</B>”) will transmit to the other Party (the “<B>Reviewing
Party</B>”) for review and comment a copy of the proposed publication or presentation, at least thirty (30) days prior to
the proposed submission of the publication or presentation to a Third Party; and (ii) the Publishing Party will postpone the publication
or presentation upon request by the Reviewing Party in order to allow the consideration of appropriate patent applications or other
protection on information contained in the publication or presentation.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">10.5<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Attorney-Client Privilege</U>. Neither Party is waiving, nor will be deemed to
have waived or diminished, any of its attorney work product protections, attorney-client privileges or similar protections and
privileges as a result of disclosing information pursuant to this Agreement, or any of its Confidential Information (including
Confidential Information related to pending or threatened litigation) to the receiving Party, regardless of whether the disclosing
Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties: (a) share a common legal
and commercial interest in such disclosure that is subject to such privileges and protections; (b) are or may become joint
defendants in proceedings to which the information covered by such protections and privileges relates; (c) intend that such
privileges and protections remain intact should either Party become subject to any actual or threatened proceeding to which the
disclosing Party’s Confidential Information covered by such protections and privileges relates; and (d) intend that
after the Effective Date both the receiving Party and the disclosing Party will have the right to assert such protections and privileges.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
11</FONT><FONT STYLE="color: windowtext">
TERM AND TERMINATION</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">11.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Term</U>. This Agreement will commence on the Effective Date and, unless earlier
terminated pursuant to this Article 11, will expire on a country-by-country basis and Product-by-Product basis at the end of the
applicable Royalty Term (the “<B>Term</B>”). Following the end of the Term for any such

Product and in such country
by expiration (but not termination), the licenses granted to Anchiano under Section 5.1 will become
non-exclusive, perpetual, irrevocable,
fully paid-up and royalty-free for such Product.</FONT></P>

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0.5in"> </P>

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Sequence; Type: Arabic; Name: PageNo -->27<!-- Field: /Sequence --></P></DIV>
<DIV STYLE="page-break-before: always; margin-top: 6pt; margin-bottom: 12pt"><P STYLE="margin:
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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">11.2<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Termination by Anchiano</U>. Anchiano will have the
right for any or no reason
to terminate this Agreement in its entirety, or on a Compound-by-Compound basis, upon ninety (90)
days prior written notice to
ADT.</FONT></P>

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0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">11.3<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Termination for Material Default or Insolvency</U>.
</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Termination for Material Default</U>. Either Party
will have the right to terminate
this Agreement upon delivery of written notice to the other Party in the event of any material
default in the performance by such
other Party of any of such other Party’s material obligations under this Agreement, provided
that such default has not been
cured within sixty (60) days, or, in the event such default results in a failure to make any material
payment when due hereunder,
forty-five (45) days, after written notice thereof is given by the non-defaulting Party to the
defaulting Party specifying the
nature of the alleged default.</FONT></P>

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1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size:

10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Insolvency</U>. If, at any time during the Term (i) a case is commenced by or
against either Party under Title 11, United States Code, as amended, or analogous provisions of Applicable Law outside the United
States (the “<B>Bankruptcy Code</B>”) and, in the event of an involuntary case under the Bankruptcy Code, such case
is not dismissed within sixty (60) days after the commencement thereof, (ii) either Party files for or is subject to the institution
of bankruptcy, liquidation or receivership proceedings (other than a case under the Bankruptcy Code), (iii) either Party assigns
all or a substantial portion of its assets for the benefit of creditors, (iv) a receiver or custodian is appointed for either Party’s
business, or (v) a substantial portion of either Party’s business is subject to attachment or similar process; then, in any
such case ((i), (ii), (iii), (iv) or (v)), the other Party may terminate this Agreement upon written notice to the extent permitted
under Applicable Law.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(c)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><U>Alternative to Termination by Anchiano Under Section 11.3(a)</U>. Notwithstanding any other provisions of
this Agreement and in addition to the deductions otherwise permitted under this Agreement, if Anchiano has the right to terminate
this Agreement under Section 11.3(a) (including expiration of all applicable cure periods thereunder), in lieu of exercising
such termination right, Anchiano may elect by written notice to ADT before the end of such applicable cure period to have this
Agreement continue in full force and effect and instead have, starting immediately after the end of such applicable cure period,
<FONT STYLE="color: windowtext">[***]</FONT>.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">11.4<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Effects of Termination</U>. If this Agreement is terminated by any reason (other
than its expiration), the provisions of this Section 11.4 will occur, provided that if termination is only with respect to a particular
Compound, and not the Agreement as a whole, then the provisions of this Section 11.4 shall only apply with respect to the terminated
Compound, and this Agreement shall continue with respect to any non-terminated Compound.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">All licenses granted in Article 5 will terminate, except as expressly permitted in
this Section 11.4.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Except as may otherwise be agreed in writing by the Parties, Anchiano will be responsible
at its own expense for an orderly wind-down, in accordance with accepted pharmaceutical industry norms and ethical practices, of
any then on-going Clinical Trials hereunder for which it has responsibility. Anchiano will consider in good faith any reasonable
request from ADT that Anchiano continue, at ADT’s cost and expense, any ongoing Clinical Trials at the time of termination,
except if safety issues would put patients at risk. ADT reserves the right to continue any ongoing Clinical Trials for any Products
at its own expense at such time as Anchiano is no longer responsible therefor.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"></P>

<!-- Field: Page; Sequence: 28; Value: 21 -->
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(c)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Anchiano and its Affiliates and Sublicensees will have twelve (12) months thereafter
in which to dispose of any inventory of Compound or Product, subject to the payment to ADT of any royalties or other amounts due
hereunder thereon.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(d)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Each Party will promptly return to the other Party (or as directed by such other
Party destroy and certify to such other Party in writing as to such destruction) all of such other Party’s Confidential Information
and Materials provided by or on behalf of such other Party hereunder that is in the possession or control of such Party (or any
of its Affiliates, sublicensees or subcontractors), except that such Party will have the right to retain one (1) copy of intangible
Confidential Information of such other Party for legal purposes.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:

1in"><FONT STYLE="color: #010000">(e)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Anchiano will assign and does hereby assign to ADT any Regulatory Materials and Regulatory
Approvals that are Controlled by Anchiano or its Affiliates that are solely related to the Reversion Compounds or Reversion Products
(and shall take all actions necessary or desirable to vest in ADT such Regulatory Materials and Regulatory Approvals); provided
if such Reversion Compounds or Reversion Products are a Combination Product, Anchiano will grant and does hereby grant to ADT a
non-exclusive right of reference under the Regulatory Materials and Regulatory Approvals that are Controlled by Anchiano or its
Affiliates, that are not solely related to the Reversion Products, solely to the extent necessary for the Exploitation of Reversion
Compounds or Reversion Products; provided, further, that in no event shall Anchiano be required to provide any documentation, information
or data on any active pharmaceutical ingredient that is not a Reversion Compound.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">11.5<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Reversion</U>. In the event this Agreement expires or terminates for any reason
other than a termination by Anchiano under Section 11.3(a) for the material default of ADT, in addition to the provisions of Section
11.4, the provisions of this Section 11.5 shall also apply:</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(a)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Anchiano will grant and does hereby grant to ADT a worldwide, nontransferable (except
in connection with a permitted assignment of this Agreement), royalty-bearing license, with the right to grant sublicenses for
use in the Territory in the Field on an exclusive (even as to Anchiano) basis, under all Reversion IP that (A) is Controlled
by Anchiano as of the date of notice of termination and (B) is actually being used to Exploit the Reversion Compounds or Reversion
Products as of the date of notice of termination, and (C) is only to the extent necessary to Exploit, and for the sole purpose
of Exploiting, in each case, the Reversion Compounds and Reversion Products in the Territory and in the Field. </FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 1in"><FONT STYLE="color: #010000">(b)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size:
10pt">
</FONT></FONT><FONT STYLE="color: windowtext">Anchiano will grant and does hereby grant to ADT an nontransferable (except in connection
with a permitted assignment of this Agreement), royalty-bearing license, with the right to grant sublicenses for use in the Territory
in the Field on an exclusive (even as to Anchiano) basis under trademarks Controlled by Anchiano and used exclusively with the
Reversion Compounds or Reversion Products (excluding any such trademarks that include, in whole or in

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part, any corporate name
or logo of Anchiano or its Affiliates or Sublicensees).</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"><FONT STYLE="color: #010000">(c)<FONT STYLE="font-family: Times New Roman, Times, Serif; font-
size:
10pt">               
</FONT></FONT><FONT STYLE="color: windowtext">In consideration of the licenses to be granted by
Anchiano to ADT under Section 11.5(a)
and Section 11.5(b), ADT shall pay Anchiano a royalty on annual worldwide Net Sales of Reversion
Compounds or Reversion Products
at the royalty rates set forth in the below table only to the extent the sale of such Reversion
Compounds or Reversion Products,
as applicable, would otherwise infringe on the Reversion IP:</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
1in"> </P>

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align: center"><FONT STYLE="font-size: 10pt"><B>Timing of Termination</B></FONT></TD>
    <TD STYLE="width: 38%; border-top: Black 1pt solid; border-right: Black 1pt solid; border-bottom:
Black 1pt solid; padding-right: 5.4pt; padding-left: 5.4pt; text-align: center"><FONT STYLE="font-
size: 10pt"><B>Royalty Rate</B></FONT></TD></TR>
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solid; padding-right: 5.4pt; padding-left: 5.4pt"><FONT STYLE="font-size: 10pt"><U>[***]</U></FONT>
</TD>
    <TD STYLE="border-right: Black 1pt solid; border-bottom: Black 1pt solid; padding-right: 5.4pt;
padding-left: 5.4pt"><FONT STYLE="font-size: 10pt"><U>[***]</U></FONT></TD></TR>
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solid; padding-right: 5.4pt; padding-left: 5.4pt"><FONT STYLE="font-size: 10pt"><U>[***]</U></FONT>
</TD>
    <TD STYLE="border-right: Black 1pt solid; border-bottom: Black 1pt solid; padding-right: 5.4pt;
padding-left: 5.4pt"><FONT STYLE="font-size: 10pt"><U>[***]</U></FONT></TD></TR>
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solid; padding-right: 5.4pt; padding-left: 5.4pt"><FONT STYLE="font-size: 10pt"><U>[***]</U></FONT>
</TD>
    <TD STYLE="border-right: Black 1pt solid; border-bottom: Black 1pt solid; padding-right: 5.4pt;
padding-left: 5.4pt"><FONT STYLE="font-size: 10pt"><U>[***]</U></FONT></TD></TR>
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0.5in"><FONT STYLE="color: #010000">11.6<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">          
```

</FONT></FONT><FONT STYLE="color: windowtext"><U>Rights in Bankruptcy</U>. All rights and licenses granted under or pursuant to
this Agreement by ADT and Anchiano are, and will otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy
Code, licenses of right to “intellectual property” as defined under Section 101 of the U.S. Bankruptcy Code. The
Parties agree that each Party, as licensee of certain rights under this Agreement, will retain and may fully exercise all of its
rights and elections under the U.S. Bankruptcy Code. The Parties further agree that, in the event of the commencement of a bankruptcy
proceeding by or against a Party (such Party, the “<B>Bankrupt Party</B>”) under the U.S. Bankruptcy Code, the other
Party will be entitled to a complete duplicate of (or complete access to, as appropriate) any intellectual property licensed to
such other Party and all embodiments of such intellectual property, which, if not already in such other Party’s possession,
will be promptly delivered to it (a) upon any such commencement of a bankruptcy proceeding upon such other Party’s written
request therefor, unless the Bankrupt Party elects to continue to perform all of its obligations under this Agreement or (b) if
not delivered under clause (a), following the rejection of this Agreement by the Bankrupt Party upon written request therefor by
the other Party. The Parties acknowledge and agree that of the milestones and royalties to be paid pursuant to Article 6, only
the royalties contained in Section 6.4 will constitute royalties within the meaning of Bankruptcy Code § 365(n)
with respect to the licenses of intellectual property hereunder.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">11.7<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Other Remedies</U>. Termination or expiration of this Agreement for any reason
will not release either Party from any liability or obligation that already has accrued prior to such expiration or termination,
nor affect the survival of any provision hereof to the extent it is expressly stated to survive such termination. Termination or
expiration of this Agreement for any reason will not constitute a waiver or release of, or otherwise be deemed to prejudice or
adversely affect, any rights, remedies or claims, whether for damages or otherwise, that a Party may have hereunder or that may
arise out of or in connection with such termination or expiration.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">11.8<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Survival</U>. Termination or expiration of this Agreement will not affect rights
or obligations of the Parties under this Agreement that have accrued prior to the date of termination or expiration of this Agreement.
Notwithstanding anything to the contrary, the following provisions will survive and apply after expiration or termination of this
Agreement in its entirety: Sections 7.1, 7.2(b), 8.3, 11.4, 11.5, 11.6, 11.7 and 11.8 and Article 1, Article 9, Article 10, Article
12 and Article 13. In addition, the other applicable provisions of Article 6 will survive such expiration or termination of this
Agreement in its entirety to the extent required to make final reimbursements, reconciliations or other payments incurred or accrued
prior to the date of termination or expiration. For any surviving provisions requiring action or

decision by the JSC or an Executive
Officer, each Party will appoint representatives to act as its JSC members or Executive Officer, as applicable. All provisions
not surviving in accordance with the foregoing will terminate upon expiration or termination of this Agreement and be of no further
force and effect.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
12</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000"></FONT><FONT STYLE="color: windowtext">DISPUTE RESOLUTION</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">12.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Dispute Resolution</U>. If an unresolved dispute arises out of or relates to this
Agreement, or the breach thereof, either Party may refer such dispute to the Executive Officers of Anchiano and ADT, who shall
meet in person or by telephone within thirty (30) days after such referral to attempt in good faith to resolve such dispute. If
such matter cannot be resolved by discussion of such officers within such thirty (30) days period (as may be extended by mutual
agreement), either Party shall be entitled to seek resolution of such dispute pursuant to Section 12.2 below.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">12.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Arbitration</U>. If the parties are unable to resolve a dispute on an issue of
interpretation, breach or enforcement of this Agreement, the parties shall refer such dispute to be finally resolved by binding
arbitration under the terms of this Section 12.2, except that all disputes with respect to the validity or infringement of Patents
shall be subject to applicable federal court jurisdiction and not subject to the terms of this Section 12.2. Whenever a party shall
decide to institute arbitration proceedings, it shall give written notice to that effect to the other party. Any such arbitration
shall be conducted under the Commercial Arbitration Rules and Mediation Procedures (including procedures for large, complex commercial
disputes) of the American Arbitration Association by a panel of three (3) arbitrators in Boston, Massachusetts. Each party shall
select one (1) arbitrator who is not employed by, or otherwise affiliated with, such party within fifteen (15) days after the institution
of arbitration proceedings, and the two (2) arbitrators so selected shall designate the third arbitrator. The parties shall use
their commercially reasonable efforts to conclude the arbitration hearings within six (6) months following the confirmation of
the third and presiding arbitrator.</FONT></P>

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0.5in"> </P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">12.3<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Injunctive Relief</U>. Each Party shall be free to seek preliminary or permanent
injunctive relief, restraining order or degree of specific performance in any court of competent jurisdiction. For avoidance of
doubt, any such equitable remedies provided under this Section 12.3 shall be cumulative and not exclusive and are in addition to
any other remedies, which either Party may have under this Agreement or applicable law.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"><FONT STYLE="font-family: Times New Roman, Times, Serif; text-transform: uppercase; color: #010000">Article
13</FONT><FONT STYLE="color: windowtext">
MISCELLANEOUS</FONT></P>

<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">13.1<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Entire Agreement; Amendment</U>. This Agreement, including the Schedule and Exhibit
hereto, set forth the complete, final and exclusive agreement and all the covenants, promises, agreements, warranties, representations,
conditions and understandings between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements
and understandings between the Parties existing as of the Effective Date with respect to the subject matter hereof. There are no
covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the
Parties other than as are set forth herein and therein. No subsequent alteration, amendment, change or addition to this Agreement
will be binding upon the Parties unless reduced to writing and signed by an authorized officer of each Party.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:

0.5in"><FONT STYLE="color: #010000">13.2<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><FONT STYLE="color: windowtext"><U>Force Majeure</U>. Both Parties will be excused from the performance of their obligations under this Agreement to the extent that such performance is prevented or delayed by force majeure and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse will be continued so long as the condition constituting force majeure continues and the nonperforming Party takes reasonable efforts to remove the condition; provided, however, that if the condition constituting force majeure continues for more than ninety (90) consecutive days the other Party will have the option to terminate this Agreement immediately upon written notice. For purposes of this Agreement, force majeure will mean conditions beyond the control of the Parties, including an act of God, war, civil commotion, terrorist act, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe, and failure of plant or machinery (provided that such failure could not have been prevented by the exercise of skill, diligence, and prudence that would be reasonably and ordinarily expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances). Notwithstanding the foregoing, a Party will not be excused from making payments owed hereunder because of a force majeure affecting such Party.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">13.3<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">   </FONT></FONT><FONT STYLE="color: windowtext"><U>Notices</U>. Any notice required or permitted to be given under this Agreement will be in writing, will specifically refer to this Agreement, and will be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing in accordance with this Section 13.3, and will be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international expedited delivery service, or (b) five (5) Business Days after mailing, if mailed by first class certified or registered mail, postage prepaid, return receipt requested. This Section 13.3 is not intended to govern the day-to-day business communications necessary between the Parties in performing their obligations under the terms of this Agreement.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

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<TD STYLE="width: 68%; font: 10pt Times New Roman, Times, Serif; text-align: left">ADT Pharmaceuticals, LLC
31691 Shoal Water Dr.
Orange Beach, AL 36561
Attn: Michael R. Boyd, MD, PhD</TD></TR>
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<TD STYLE="font-size: 10pt"> </TD></TR>
<TR STYLE="vertical-align: bottom">
<TD STYLE="font-size: 10pt; text-align: left; vertical-align: top">With a copy to (which will not constitute notice):</TD><TD STYLE="font: 10pt Times New Roman, Times, Serif"> </TD>
<TD STYLE="font: 10pt Times New Roman, Times, Serif; text-align: left">Maynard Cooper & Gale
655 Gallatin St. SW
Huntsville, AL 35801
Attn: Matthew Parker, PhD, JD </TD></TR>
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<TD STYLE="font-size: 10pt; text-align: left; vertical-align: top">If to Anchiano:</TD><TD STYLE="font-size: 10pt"> </TD>
<TD STYLE="font-size: 10pt; text-align: left">Anchiano Therapeutics, Inc.</TD></TR>
<TR STYLE="vertical-align: bottom">
<TD STYLE="font-size: 10pt"> </TD><TD STYLE="font-size: 10pt"> </TD>
<TD STYLE="font-size: 10pt; text-align: left">One Kendall Square</TD></TR>
<TR STYLE="vertical-align: bottom">
<TD STYLE="font-size: 10pt"> </TD><TD STYLE="font: 10pt Times New Roman, Times, Serif"> </TD>
<TD STYLE="font: 10pt Times New Roman, Times, Serif; text-align: left">Building 600, Suite 6-106
Cambridge, MA 02139
Attn: Frank G. Haluska, MD, PhD
</TD></TR>
<TR STYLE="vertical-align: bottom">
<TD STYLE="font-size: 10pt"> </TD><TD STYLE="font: 10pt Times New Roman, Times, Serif"> </TD>
<TD STYLE="font: 10pt Times New Roman, Times, Serif; text-align: left"> </TD></TR>
<TR STYLE="vertical-align: bottom">
<TD STYLE="font-size: 10pt; text-align: left; vertical-align: top">With a copy to (which will not constitute notice):</TD><TD STYLE="font: 10pt Times New Roman, Times, Serif"> </TD>
<TD STYLE="font: 10pt Times New Roman, Times, Serif; text-align: left">Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attn: Christopher Denn</TD></TR>
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</FONT></FONT><FONT STYLE="color: windowtext"><U>No Strict Construction; Headings</U>. This Agreement has been prepared jointly
and will not be strictly construed against either Party. Ambiguities, if any, in this Agreement will not be construed against any
Party, irrespective of which Party may be deemed to have authored the ambiguous provision. The headings of each Article and Section
in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of
the language contained in the particular Article or Section.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">13.5<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Interpretation</U>. Whenever any provision of this Agreement uses the term “including”
(or “includes”), such term will be deemed to mean “including without

limitation” (or “includes
without limitations”). “Herein,” “hereby,” “hereunder,”
“hereof” and other
equivalent words refer to this Agreement as an entirety and not solely to the particular portion of
this Agreement in which any
such word is used. The term “or” means “and/or” hereunder. All definitions
set forth herein will be deemed
applicable whether the words defined are used herein in the singular or the plural. Unless otherwise
provided, all references to
Sections and Exhibits in this Agreement are to Sections and Exhibits of this Agreement. References to
any Sections include Sections
and subsections that are part of the related Section (e.g., a section numbered “Section
3.2” would be part of “Section
3”, and references to “Section 3.2” would also refer to material contained in the
subsection described as “Section
3.2(a)”). Unless otherwise stated, dollar amounts set forth in this Agreement are U.S. dollars.
</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">13.6<FONT STYLE="font-family: Times New Roman, Times, Serif;
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</FONT></FONT><FONT STYLE="color: windowtext"><U>Assignment</U>. Neither Party may assign or transfer
(whether by operation of
Applicable Law or otherwise) this Agreement or any rights or obligations hereunder without the prior
written consent of the other,
except that a Party may make such an assignment without the other Party’s consent to an
Affiliate or to a successor to substantially
all of the business to which this Agreement relates, whether in a merger, sale of stock, sale of
assets, reorganization or other
transaction. Any permitted successor or assignee of rights or obligations hereunder will expressly
assume performance of such rights
or obligations (and in any event, any Party assigning this Agreement to an Affiliate will remain
bound by the terms and conditions
hereof). Any permitted assignment will be binding on and inure to the benefit of the successors of
the assigning Party. Any assignment
or attempted assignment by either Party in violation of the terms of this Section 13.6 will be
null, void and of no legal
effect.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><FONT STYLE="color: #010000">13.7<FONT STYLE="font-family: Times New Roman, Times, Serif;
font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Further Actions</U>. Each Party agrees to execute,
acknowledge and deliver such
further instruments, and to do all such other acts, as may be necessary or appropriate in order to

carry out the purposes and intent
of this Agreement.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">13.8<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Severability</U>. If any one or more of the provisions of this Agreement is held
to be invalid or unenforceable by an arbitrator or by any court of competent jurisdiction from which no appeal can be or is taken,
the provision will be considered severed from this Agreement and will not serve to invalidate any remaining provisions hereof.
The Parties will make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such
that the objectives contemplated by the Parties when entering into this Agreement may be realized.
</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">13.9<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>No Waiver</U>. Any delay in enforcing a Party’s rights under this Agreement
or any waiver as to a particular default or other matter will not constitute a waiver of such Party’s rights to the future
enforcement of its rights under this Agreement, except with respect to an express written and signed waiver relating to a particular
matter for a particular period of time.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">13.10<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Independent Contractors</U>. Each Party will act solely as an independent contractor,
and nothing in this Agreement will be construed to give either Party the power or authority to act for, bind, or commit the other
Party in any way. Nothing herein will be construed to create the relationship of partners, principal and agent, or joint-venture
partners between the Parties.</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">13.11<FONT STYLE="font-family: Times New Roman, Times, Serif; font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Counterparts</U>. This Agreement may be executed in one (1) or more counterparts,
by facsimile, pdf or other electronic format, each of which will be deemed an original, but all of which together will constitute
one and the same instrument.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><FONT STYLE="color: #010000">13.12<FONT STYLE="font-family: Times New Roman, Times, Serif;

font-size: 10pt">
</FONT></FONT><FONT STYLE="color: windowtext"><U>Choice of Law</U>. This Agreement will be governed by, and enforced and construed
in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions.</FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center">[<I>Signature Pages Follow</I>]</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in">[<I>1st Signature Page to Collaboration and License Agreement</I>]</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center; text-indent: 0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"><B>IN WITNESS WHEREOF</B>, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent: 0.5in"> </P>

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Page to Collaboration and License Agreement</I>]</P>

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0in"> </P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
0.5in"><B>IN WITNESS WHEREOF</B>,
the Parties have executed this Agreement by their duly authorized representatives as of the Effective
Date.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; text-indent:
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<P STYLE="font: bold 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center">OPTIONED
PATENTS</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B>EXHIBIT A</B></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B> </B></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B>CCRSA Terms</B></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B> </B></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B><I>Consulting and Collaboration Research Support Agreement</I></B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify"><B>Description and Purpose:</B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify"><B><I>Under the CCRSA, the CCRSA Fee from Anchiano to ADT will enable ADT to provide dedicated, consultative and hands-on research support for a) continued strengthening and broadening of the Optioned Patents or Licensed Patents and b) facilitation of tactical and strategic decision-making in Anchiano’s preclinical and clinical Research and Development of the Compounds and/or Products. If Anchiano exercises the Option, the CCRSA Fee would continue for the first forty-eight months of the Term of the Collaboration and License Agreement.</I></B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify"><B>Functions supported:</B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify"><B><I>ADT’s functions in support of Anchiano’s drug development program for ADT’s RAS and PDE10 inhibitors may include, but are not limited to, the following examples:</I></B></P>

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</FONT></TD><TD STYLE="text-align: left">Consulting, and hands-on small-scale synthesis and biological investigations of novel compounds and
methods of use encompassed in as well as extending from the Optioned Patents or Licensed Patents;
</TD></TR></TABLE>

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</FONT></TD><TD STYLE="text-align: left">Consulting, and hands-on <I>in vitro</I> and <I>in vivo</I> model studies of target(s) and mechanism(s)
of action of the Compounds and analogs or other derivatives thereof;</TD></TR></TABLE>

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</FONT></TD><TD STYLE="text-align: left">Consulting, and hands-on research support of non-GMP, non-IND-qualifying pilot studies of formulation
development, drug absorption, distribution, metabolism, excretion and toxicology of the Compounds;
</TD></TR></TABLE>

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</FONT></TD><TD STYLE="text-align: left">Consulting, and hands-on research support for development of “companion diagnostic” assays
pertinent to the Compounds and methods of use;</TD></TR></TABLE>

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</FONT></TD><TD STYLE="text-align: left">Consulting, and rapid-response, hands-on laboratory “troubleshooting” of scientific questions
and technical issues that may arise in the course of preclinical or clinical development of the Compounds or methods of use;</TD></TR></TABLE>

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Patents or Licensed Patents and patent applications and preparation and filing of future related or derived patents and patent
applications that would become Optioned Patents or Licensed Patents;</TD></TR></TABLE>

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<TD STYLE="width: 0.25in"></TD><TD STYLE="width: 0.25in"><FONT STYLE="font-family: Symbol">·
</FONT></TD><TD STYLE="text-align: left">Consulting, and hands-on efforts to secure federal (SBIR) grant and/or contract funding for nondilutive
financial support for preclinical and clinical Research and Development of the Compounds and methods of use;</TD></TR></TABLE>

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to Anchiano’s Board of Directors, Scientific Advisory Board, Joint Steering Committee, investors, collaborators, scientific
and professional meetings, media or others, whenever appropriate and requested by Anchiano.</TD></TR>
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-indent: 0in"><B><I>Starting with execution of the CCRSA,
Anchiano will pay ADT <U>[***]</U>. The base quarterly fee will be allocated internally by ADT to partially cover ADT’s direct
and indirect costs, including but not limited to: (a) salary support for ADT employee(s); (b) materials, supplies and minor equipment;
(c) lab lease space; (d) insurance; (e) accounting services; (f) attorney fees; (g) consultant costs, (h) business travel and meeting
participation; (i) other necessary expenses, all as more fully set forth in the CCRSA. </I></B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-indent: 0in"><B><I>In addition to the base CCRSA Fee, supplemental
equipment and supply funds may be provided by Anchiano to ADT for major equipment and/or supply purchases (single item above $5,000),
requested and justified by ADT, subject to approval by Anchiano. Supplemental equipment and supply funds will be used only for
major equipment and/or supply purchases specifically approved and funded by Anchiano. </I></B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-indent: 0in"><B><I>In addition to the base CCRSA Fee and
any supplemental equipment and supply funds, supplemental subcontract funds may be provided by Anchiano to ADT for subcontracted
services or facilities access provided to ADT by the University of South Alabama (USA). Supplemental subcontract funds may be requested
and justified by ADT on an as-needed basis, subject to approval and funding by Anchiano; such funds will be used only for services
or facilities access provided by USA to ADT solely for support of Anchiano’s drug development program for the Compounds and/or
Products. </I></B></P>

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<P STYLE="margin: 0; text-align: right"><B>Exhibit 99.1</B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0"><B>FOR IMMEDIATE RELEASE </B></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0"> </P>

<P STYLE="font: 14pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><B>Anchiano
Therapeutics Enters into An
Exclusive Option To License Agreement for Novel Pan-RAS Inhibitor and PDE10/β-catenin Inhibitor
Programs </B></P>

<P STYLE="font: 14pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><FONT
STYLE="font-size: 10pt"> </FONT></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><I>Anchiano
will make an upfront payment
in exchange for the option to in-license at any time through obtaining an Investigational New Drug
(IND) designation</I></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><I>Company
also provides update on accrual
to its ongoing pivotal Phase 2 Codex trial </I></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: center"><I>Anchiano to hold a call on Tuesday, September
24, 2019 at 8:00 am Eastern Time</I></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify"><B>CAMBRIDGE, Mass., September 23, 2019</B>
– Anchiano Therapeutics Ltd. (Nasdaq: ANCN) (“Anchiano” or the “Company”), a pivotal-stage biopharmaceutical
company focused on the discovery and development of targeted therapies to treat cancer, today reported that Anchiano Therapeutics,
Inc., the Company’s U.S. subsidiary, has entered into an exclusive worldwide collaboration and option to license agreement
with ADT Pharmaceuticals, LLC (“ADT”) to develop novel small-molecule inhibitors of RAS and PDE10/β-catenin. This
collaboration reflects Anchiano’s ongoing strategy to grow a pipeline beyond its pivotal-stage asset, inodiftagene vixteplasmid,
with programs that have the potential to address significant clinical needs, while leveraging Anchiano’s expertise in small-molecule
oncology development.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify">“We are excited to bring both of
these important programs aimed at difficult-to-treat genetically-defined cancers into our portfolio. They complement our pivotal
program and Codex trial and underscore our commitment to develop therapies with targeted approaches,” said Frank Haluska
M.D., Ph.D., President and Chief Executive Officer of Anchiano. “Mutations in RAS are found in approximately one-third of
all cancers. Recent exciting advances have been made in treating a subset of these cancers, but the successful development of a
RAS-targeted therapy with broad inhibitory activity, irrespective of RAS isoform or mutation, has the potential for great clinical
impact. Likewise, APC or β-catenin alterations are found almost uniformly in colorectal cancer and polyposis syndromes, and
are observed in other tumor types as well, but effective targeted approaches to these lesions have been lacking. We are enthusiastic
about the opportunity to develop PDE10 inhibition to target the Wnt/APC/β-catenin pathway where it is an oncogenic driver.”</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify">Michael Boyd M.D., Ph.D., President and
Chief Executive Officer of ADT, added, “We are thrilled to partner with Anchiano, a company with a well-respected management
team with a track record of success in development of targeted cancer therapies in their prior experience. We have confidence that
this team has the knowledge, capability, and commitment to fully develop these two programs, and a shared vision of bringing new
therapies to patients in need.”</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify">Under the terms of the collaboration and
license agreement, Anchiano will be granted an exclusive option to license the RAS and PDE10/β-catenin inhibitors in exchange
for a $3 million upfront payment to ADT and will fund certain research activities. At any time through obtaining an Investigational
New Drug (IND) designation, Anchiano will have the option to exclusively license the compounds worldwide and will be responsible

for all aspects of pre-clinical and clinical development and global commercialization. If Anchiano exercises its option, it will
be responsible for development and commercialization and will incur additional payment obligations, including milestone and royalty
payments to ADT.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify">LifeSci Advisors, LLC acted as exclusive
transaction advisor to Anchiano.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify">Dr. Haluska added, “In addition to
the news of our option to license agreement, we are also providing an enrollment update on our pivotal Phase 2 Codex trial of inodiftagene
vixteplasmid in BCG-unresponsive non-muscle invasive bladder cancer patients. We currently have 31 patients enrolled or in active
screening, of which 23 have been dosed. We had previously estimated that enrollment for the 35-patient interim analysis would be
complete by the end of September, allowing for the 12-week readout to take place in the fourth quarter of this year. While at this
time we are close to that projection, our conservative estimate is that data collection and interim analysis will be completed
by the first quarter of 2020.”</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; background-color: white"><FONT STYLE="color: #323337"><B>About
the Pan-RAS Program</B></FONT><FONT STYLE="font-family: Times New Roman, Times, Serif">^{12<FONT STYLE="color: #323337">3</FONT>}</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">Oncogenic mutations
in the RAS family of genes (KRAS, HRAS, and NRAS) are present in approximately 30% of cancer. RAS plays a pivotal role in
signal transduction pathways leading to tumor cell proliferation and survival. ADT’s program has identified novel small molecules
that exhibit potent and selective inhibition of activated RAS signaling regardless of isoform or mutation, or pan-RAS inhibition.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">Historically,
direct inhibition of RAS has been challenging. However, investigational compounds that selectively target the KRAS G12C mutation

recently have shown antitumor activity in the clinic, clinically validating RAS as a therapeutic target. These current investigational
drugs are mutation specific—with G12C representing approximately 11% of KRAS mutations in cancer. A broadly active pan-RAS
inhibitor with the potential to treat RAS-driven cancers regardless of RAS isoform or mutation would be clinically useful.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white"><FONT STYLE="background-color: white">The
RAS inhibitor program is comprised of a novel series of indene derivatives that potently, selectively and reversibly inhibit growth
of tumor cells harboring mutant RAS, while having greater than 100-fold selectivity over cells with normal RAS activity. Inhibitory
activity has been observed with low nanomolar potency in KRAS-, HRAS-, and NRAS-driven tumor cell models with a variety of mutations
</FONT>across a variety of tumor types. These compounds inhibit downstream signaling through RAF and PI3K pathways, initiate cell-cycle
arrest and induce apoptosis, <FONT STYLE="background-color: white">demonstrated blockade of GTP loading of RAS in the nucleotide-free
state in cell-free biochemical assays, and have exhibited in vivo activity in RAS mutant tumor models. They have potential for
RAS inhibition in a broad variety of clinical settings. </FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; background-color: white"><B>About the PDE10/β-catenin Program</B><FONT STYLE="font-family: Times New Roman, Times, Serif">
⁴⁵⁶⁷⁸</FONT></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">Genetic alterations
in components that make up the Wnt signaling pathway, which includes APC (adenomatous polyposis coli) and β-catenin, are prevalent
in a number of cancer types, occurring in upwards of 80% of colorectal cancers. Additionally, germline mutations of APC lead to
the hereditary cancer syndrome Familial Adenomatous Polyposis (FAP). Wnt signaling controls the level of intracellular activated
β-catenin, a key effector of oncogenic signal transduction, and oncogenic alterations in Wnt, APC, or β-catenin all result
in elevated and uncontrolled levels of β-catenin. Recent studies have shown that the cyclic nucleotide phosphodiesterase 10A
(PDE10) is overexpressed during early stages of tumorigenesis and is essential for tumor cell growth. PDE10 inhibition activates
protein kinase G and leads to the degradation of the oncogenic pool of β-catenin to suppress critical proteins essential for
tumor cell proliferation and survival. Thus, targeting PDE10 provides a novel approach to selectively suppress β-catenin-mediated
transcriptional activity.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify">ADT’s program has identified small
molecules that selectively and potently inhibit PDE10 and suppress Wnt/β-catenin signaling in preclinical models. PDE10 inhibition
has been shown to downregulate β-catenin expression, and inhibits polyp and tumor growth. It has potential for application

in the treatment of cancer as well as spontaneous and familial polyposis syndromes.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify"><B>Conference Call and Webcast Information</B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify">Company management will discuss the licensing
agreement and corporate update on a call scheduled for Tuesday, September 24, 2019 at 8:00 am Eastern Time. To participate in
the call, dial 1-877-451-6152 (domestic) or 1-201-389-0879 (international) fifteen minutes before the conference call begins and
reference the conference passcode 13694843. The live conference call and replay can be accessed via audio webcast at <U>http://public.viavid.com/index.php?id=136227</U>.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0"><B>About Anchiano</B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">Anchiano is a
pivotal-stage biopharmaceutical company dedicated to the discovery, development, and commercialization of novel targeted therapies
to treat cancer in areas of significant clinical need, with offices in Cambridge, MA, and Jerusalem, Israel. Anchiano’s
most advanced product candidate, inodiftagene vixteplasmid, is in development as a treatment for non-muscle-invasive bladder cancer.
For more information on Anchiano, please visit <U>www.anchiano.com</U>.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white"><B>About ADT</B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">ADT Pharmaceuticals
is a private company focused on discovering, developing and securing patent protection for novel molecules that inhibit constitutively
activated RAS- or Wnt-mediated signaling pathways that drive the growth of many human cancers. ADT’s technology currently
comprises a broad, novel proprietary small-molecule class, encompassing at least two distinct mechanistic sub-classes that share
a common chemical core; one subclass targets RAS and the other subclass inhibits PDE10 to activate cGMP/PKG signaling and induce
degradation of the oncogenic pool of β-catenin. For more information on ADT, please visit

<U>www.ADT-Pharma.com</U>.</P>

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<B>Forward-Looking Statements</B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">This press release
contains “forward-looking statements” that are subject to risks and uncertainties. Words such as “believes,”
“intends,” “expects,” “projects,” “anticipates” and “future” or similar
expressions are intended to identify forward-looking statements. These forward-looking statements are subject to the inherent uncertainties
in predicting future results and conditions, many of which are beyond the control of Anchiano, including, without limitation, the
risk factors and other matters set forth in its filings with the Securities and Exchange Commission, including its Annual Report
on Form 20-F for the year ended December 31, 2018. Anchiano undertakes no obligation to publicly update or revise any forward-looking
statements, whether as a result of new information, future events or otherwise, except as may be required by law.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white"><B>Company Contact:</B></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">Frank Haluska,
M.D., Ph.D.</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">President and
Chief Executive Officer</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white"><U>info@anchiano.com</U></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white"><B>Investor Contact:</B></P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">Ashley R. Robinson</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">Managing Director</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">LifeSci Advisors,
LLC</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-color: white">617-535-7742</P>

<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify; background-

color: white"><U>arr@lifesciadvisors.com</U></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0"><B>References</B></P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0">¹ NCI RAS initiative website <U>https://www.cancer.gov/research/key-initiatives/ras</U>.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0">² Fakih M, et al. Phase 1 study evaluating the
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0">⁴ Kinzler KW, Vogelstein B. Lessons from hereditary
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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0">⁶ Li N, et al. Suppression of β-catenin/TCF
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<I>Oncotarget.</I> 2015 Sep 29;6(29):27403-15.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0">⁷ Lee K, et al. β-catenin nuclear translocation
in colorectal cancer cells is suppressed by PDE10A inhibition, cGMP elevation, and activation of PKG. <I>Oncotarget. </I>2016
Feb 2;7(5):5353-65.</P>

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<P STYLE="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0">⁸ Zhu B, et al. Phosphodiesterase 10A is overexpressed
in lung tumor cells and inhibitors selectively suppress growth by blocking β-catenin and MAPK signaling. <I>Oncotarget.</I>
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