

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported): August 16, 2019

PDL BioPharma, Inc.

(Exact name of Company as specified in its charter)

000-19756
(Commission File Number)

Delaware
(State or Other Jurisdiction of Incorporation)

94-3023969
(I.R.S. Employer Identification No.)

932 Southwood Boulevard
Incline Village, Nevada 89451
(Address of principal executive offices, with zip code)
(775) 832-8500
(Company's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	PDLI	The NASDAQ Stock Market LLC

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

Emerging growth company

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

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

On August 16, 2019, Peter Garcia, the former Vice President and Chief Financial Officer of PDL BioPharma, Inc. (the Company), and the Company entered into a Confidential Severance Agreement and Release of All Claims (the "Agreement"). Under the Agreement, Mr. Garcia agreed to a general release of claims in favor of the Company and a covenant not to sue, among other promises. In consideration for the Agreement, including the release of claims and covenants, Mr. Garcia will receive a one-time payment of \$1,246,285.47. In addition, pursuant to the terms of the Agreement, the following stock options held by Mr. Garcia vested: (i) 575,593 stock options with an exercise price of \$2.94, (ii) 137,732 stock options with an exercise price of \$2.52 and (iii) 99,666 stock options with an exercise price of \$3.72. Mr. Garcia will be retained as a consultant to support the transition to a new chief financial officer for the Company for a nine month period following his resignation, which was effective as of August 15, 2019. The foregoing description is qualified in its entirety by reference to the full text of the Agreement, which is attached as Exhibit 10.1 to this current report filed on Form 8-K. The Company has initiated the search for a new chief financial officer.

Item 9.01 Financial Statements and Exhibits

10.1 [Confidential Severance Agreement and Release of All Claims](#)

SIGNATURES

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

PDL BIOPHARMA, INC.
(Company)

By: /s/ Dominique Monnet
Dominique Monnet
President and Chief Executive Officer

Dated: August 18, 2019

Exhibit Index

Exhibit No.	Description
10.1	Confidential Severance Agreement and Release of All Claims

CONFIDENTIAL SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Severance Agreement and Release of All Claims (“Agreement” or “Release”) is made and entered into by and between **Peter Garcia** (hereinafter referred to as “Executive”) and **PDL BIOPHARMA, INC.**, including any and all affiliates, parents, subsidiaries, representatives, agents, insurers, officers, directors, and employees (hereinafter “PDL” or “the Company”). Executive and PDL will be referred to collectively as “Parties” in this Agreement and individually as “Party.”

W I T N E S S E T H

WHEREAS, the Parties entered into a Severance Agreement as of May 13, 2013 (hereafter “Severance Agreement,” which Agreement, as pertinent, provided Executive with certain “Termination Benefits” in exchange for a Release in the event he resigned from the Company for “Good Reason” as defined in Article 2 of the Severance Agreement;

WHEREAS, Executive Claims that “Good Reason” exists for him to resign all of his affiliations with the Company including his employment with the Company and the Company has agreed to provide the Executive with “Termination Benefits” equivalent to the amount which would be paid for a “Good Reason” resignation;

WHEREAS, Executive has submitted his resignation to the Company with an effective date of August 15, 2019 (the “Resignation Date”);

WHEREAS, the Parties have by this Agreement agreed to the terms applicable to Executive given his Resignation from the Company;

WHEREAS, the Parties agree that this Agreement fully supersedes and replaces the said Severance Agreement and that this Agreement solely sets forth the terms related to Executive’s separation from the Company and the Parties’ obligations going forward; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, including the **WHEREAS** clauses above, and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by and between the Parties as follows:

1. **No Admission.** This Agreement and compliance with this Agreement shall not be construed as an admission by the Company of any liability whatsoever, or as an admission of any violation of Executive’s rights or the rights of any person, or the violation of any order, law, statute, duty, or contract whatsoever against Executive or any person. The Company specifically disclaims any liability to Executive or to any other person for any alleged violation of the rights of Executive or any person, or for any alleged violation of any order, law, statute, duty, or contract on the part of the Company, its Executives or agents or related companies or their Executives or agents.
2. **Consideration.** In consideration for entering into this Agreement, the Company agrees to provide to Executive:
 - a. \$1,246,285.47 in cash.
 - b. With regard to the stock option grant provided in the Stock Option Grant Notice with a Date

of Grant of August 29, 2017, the options provided in subsections (a) and (b) shall ratably vest up to the date of termination in accordance with the terms of such grant, comprising 228,143 options at the exercise price of \$2.94, shall fully vest; and the options provided in subsections (c) and (d) shall fully vest on the date of termination, comprising 347,450 options at the exercise price of \$2.94.

- c. With regard to the stock option grant provided in the Stock Option Grant Notice with a Date of Grant of September 25, 2018, such options shall ratably vest up to the date of termination in accordance with the terms of such grant, comprising 137,732 options at the exercise price of \$2.52.
- d. With regard to the stock option grant provided in the Stock Option Grant Notice with a Date of Grant of March 28, 2019, such options shall ratably vest up to the date of termination in accordance with the terms of such grant, comprising 99,666 options at the exercise price of \$3.72.

The foregoing is hereinafter referred to as the "Severance Amount." Executive acknowledges and agrees that, except for stock options which are vested pursuant to the Executive's stock option grants as of the Resignation Date, he is not entitled to any part of the Severance Amount but for his entering into this Agreement.

3. **Entire Consideration.** Executive agrees that the Severance Amount set forth in this Agreement shall constitute the entire monetary consideration provided to Executive in connection with his Resignation, that the Severance Amount Executive is being provided in this Agreement is identical to the "Termination Benefits" he would be provided under the superseded Severance Agreement, and that he will not seek any further remuneration from the Company for any other damage, penalty, expense, wage, bonus, compensation, incentive equity program, commission, benefit, action, attorney fee or cost either individually or as part of a class in connection with the matters encompassed or released by this Agreement and/or arising out of Executive's employment with and/or termination from the Company or any conduct or omissions occurring prior to the Effective Date of this Agreement.
4. **Accord and Satisfaction.** As a material condition to the receipt of the Severance Amount Executive receives under this Agreement, Executive represents and warrants that other than said Severance Amount, he does not claim entitlement to, and shall not receive, any further compensation and/or benefits under any current or former employment agreement with, and/or any policy and/or any stock option, incentive equity, long-term incentive plan, severance agreement including but not limited to the aforesaid superseded Severance Agreement, Executive stock purchase agreement or plan and/or other benefit plan of the Company. In that regard, Executive further represents and warrants that as of his Resignation Date, he has been paid for all hours worked, that he has received all wages including accrued but unused vacation or PTO to which he was or is entitled, that he took all meal and rest periods to which he was entitled, that he has been reimbursed for all expenses to which he was or is entitled, and that he received all itemized wage statements to which Executive was entitled during his employment. To the extent any other compensation, penalties, interest, and/or benefits be claimed to exist by the Executive, this Agreement and the consideration hereunder expressly are agreed to and shall constitute an accord and satisfaction of any and all such claims and/or obligations, and extinguishes them.
5. **No Pending Actions.** Executive represents that he has not filed any complaints, claims, or actions against the Company, its officers, agents, directors, supervisors, Executives, or representatives with any state, federal, or local agency or court as of the date of execution of this Agreement.

6. **Covenant Not to Sue and No Suits Filed.** A “covenant not to sue” is a legal term that means a person promises not to file a lawsuit or other legal proceeding. It is different from the general release of claims contained above. Besides waiving and releasing the claims above, Executive promises never to file or prosecute a lawsuit or claim, charge or complaint of any kind against any Releasee in any forum for any reason based on any act, omission, event, occurrence or nonoccurrence, covered by the General Release. Excluded from this covenant not to sue are suits to enforce the terms of this Agreement, or to challenge its validity under the ADEA. If Executive violates this covenant not to sue, Executive shall: (i) pay the Company’s reasonable attorney’s fees and other legal costs incurred in defending against Executive’s suit; or (ii) at the Company’s option, Executive shall be required to repay to the Company all but \$200 of the Monetary Consideration Executive received under this Agreement. Executive represents that, as of the date Executive executes this Agreement, he has not filed or caused to be filed any suits against any Releasee and that no such suits have been filed on his behalf.
7. **Confidentiality; Confidential Information; Non-Disparagement; Return of PDL Property.**
- a. Executive agrees that he will keep the facts and terms of this Agreement completely confidential and that he will not hereafter disclose any information concerning this Agreement to anyone other than his spouse, lawyers, financial advisors and/or accountants, provided that any party hereto may make such disclosures as are required by law, to enforce this Agreement and as otherwise may be necessary for legitimate legal purposes.
 - b. Executive acknowledges that during the course of his employment with PDL, he had access to and was entrusted with confidential personnel and business information (the “Confidential Information”). Executive agrees that he was obligated during employment with the Company not to disclose at any time any Confidential Information to any person or entity without prior written permission from the President/CEO of the Company and understands that he will continue to be so obligated forever.
 - c. Executive agrees that as of the Effective Date of this Agreement, defined below, he does not have any of PDL’s property in his possession, custody and control, including, but not limited to, all equipment (including electronic equipment such as hard drives), files, documents and data of any kind, whether stored in paper, disk, tape, or any other electronic form containing any information of PDL, all keys, cards, badges or other access devices. Executive agrees and hereby represents that to the extent that he has any PDL property in his possession, custody or control, he will immediately return all PDL property in both hard and soft form by first notifying the Company’s General Counsel of the Company at General.Counsel@pdl.com of such, and will delete any such information from any computer or other device he has in his possession, custody or control.
8. **Mutual Non-Disparagement.** Executive agrees not to make any disparaging or defamatory comments to any third party concerning any Releasee or the Company’s clients, Executives, products, services, methods of doing business or employment practices. Company agrees not to make any disparaging or defamatory comments to any third party concerning the Executive, the Executive’s performance during the term of employment, or any other aspects of the Executive’s employment at Company, and to endeavor using reasonable means to ensure that the Releasees defined in Paragraph 13 below, also make no such comments.

Executive further agrees not to encourage or assist in any litigation against any Releasee, except insofar

as Executive's testimony is required by law. Executive agrees further not to voluntarily testify in any matter in which the Company has an interest unless he is under compulsory process or is asked to testify by the Company. If Executive is served with legal process concerning any matter in which the Employer has an interest, then Executive will immediately notify the President of the Company of such in writing and provide the President of the Company a copy of the legal process received by the Executive or Executive's representative and. Executive will be provided legal representation to the extent provided for under the Indemnification Agreement and the applicable Company insurance policies referenced in Paragraph 13(b).

9. **Non-Disparagement of Clients/Prospects.** Executive also agrees, on behalf of himself and his spouse, that neither he nor his spouse will make any disparaging or defamatory comments to any third party concerning the Company's prospects and/or clients, their respective Executives, products, services, methods of doing business and/or employment practices.
10. **Breach.** If Executive or the Section 16 Officers of the Company as defined in Section 16 of the Securities and Exchange Act of 1934 breach Paragraphs 8 or 9, either Party shall have, in addition to and without limiting any other remedy or right it may have at law or in equity, the right to a temporary and permanent injunction restraining any such breach, without any bond or security being required. In any such proceeding, Executive and the Company waive any defense that either may have an adequate remedy at law or that the injury suffered as a consequence of such breach is not irreparable. Company will further use its best efforts to ensure that its Board of Directors, individually and collectively, comply with the obligations of the Company's Section 16 Officers under this paragraph 10.
11. **Non-Disclosure of Confidential or Proprietary Information.** Executive further understands and agrees that Executive shall not disclose to any third party any confidential or proprietary information of the Company and/or its clients regardless of how acquired or learned. By way of example and not limitation, such information includes client lists and/or related information, product plans and design, pricing, management organization or other organization charts, sales or marketing plans, compensation structures and data, product quality, research and development plans, and other business activities and plans. This Paragraph shall not restrict Executive's obligation to disclose such information pursuant to legal requirements or legal process, provided Executive first gives the Company prompt notice of such legal process by promptly notifying the Company's General Counsel of the Company at General.Counsel@pdl.com, and a copy of same in order that it shall have the opportunity to object to the disclosure of such information. Executive reaffirms the obligations Executive undertook when Executive signed the Agreement Regarding Confidential Information, Conflict of Interest, and Intellectual Property, attached hereto as **Attachment A** and made a part of this Agreement as if fully set forth herein.
12. **Enforcement of Agreement.** Should any party to this Agreement seek intervention of a court to resolve a dispute under this Agreement or to enforce this Agreement, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney fees incurred.
13. **Release.**
 - a. In consideration of the benefits provided to Executive described in this Agreement, Executive, for himself, his spouse, and his successors and assigns, hereby irrevocably and unconditionally releases and forever discharges the Company and each and all of its owners, parents, subsidiaries, representatives, agents, insurers, directors, officers, agents, supervisors, Executives, attorneys, and their successors and assigns and all persons acting by, through, under, or in concert with any of them (each a "Releasee"), from any and all charges, complaints,

claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (“claim” or “claims”) which Executive at any time heretofore had or claimed to have, including, without limitation, any and all claims related or in any manner incidental to Executive’s employment with PDL or the ending of that relationship up to the Effective Date of this Agreement.

- b. The Parties understand the word “claims” to include all actions, complaints, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively, all claims arising out of Executive’s employment with THE COMPANY and the termination thereof. All such claims (including related attorneys’ fees and costs) as may exist as of the Effective Date of this Agreement are forever barred, including but not limited to any and all tort claims, contract claims, wrongful termination claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, privacy claims, defamation claims, fraud claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance relating to employment, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Family and Medical Leave Act, the Executive Retirement Income Security Act, the Fair Labor Standards Act, the Nevada Fair Employment Practices Act (codified in Nevada Revised Statutes Chapter 613.310, *et. seq.*), and any federal, state or local laws covering discrimination in employment, including race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, marital status, military status, family care leave, pregnancy, sex, sexual orientation and harassment or retaliation. The only claims that are not released by this Agreement are: (1) claims that controlling law clearly states may not be released by settlement; (2) claims that may arise after the execution of this Agreement; (3) claims for indemnification under the Indemnification Agreement Executive signed with the Company dated September 21, 2018 (attached hereto and incorporated herein as **Attachment B**) ; (4) claims Executive may have under Company insurance policies, including but not limited to Directors and Officers Liability, Errors and Omissions and Employer Practices Liability insurance policies; and (5) any right he may have under the Consulting Agreement attached hereto as Exhibit C and signed simultaneously with the Executive’s cessation of employment by the Company as the Chief Financial Officer on the Resignation Date. In addition, Executive does not release or waive his right to enforce this Agreement.
- c. As a material inducement for Executive to enter into this Agreement, the Company hereby waives, releases and forever discharges the Executive, to the same extent Executive has released the Company, from any and all claims, demands, actions and causes of action of every kind and nature, known and unknown, existing or claimed to exist, that arose or accrued to the present time, under any and all theories of law, including without limitation, claims arising under tort, contract, statute, common law, or any federal, state or local law, through the Effective Date of this Agreement, including, without limitation, any claims related to Executive’s employment and separation from employment.
- d. **Release of Age Discrimination Claims.** In accordance with the Older Workers Benefit Protection Act of 1990, Executive acknowledges that he agrees to the release of all known and unknown claims as of the Effective Date of this Agreement, including expressly the waiver of any rights or claims arising out of the Age Discrimination in Employment Act (“ADEA”) 29 U.S.C. § 621, *et seq.*, and in connection with such waiver:

- (1) Executive is hereby advised to consult with an attorney prior to signing this Agreement.
- (2) Executive shall have a period of twenty-one (21) days from the date of receipt of this Agreement in which to consider the terms of the Agreement. Executive may at his option execute this Agreement at any time during the 21- day period. Executive acknowledges receipt of this Agreement as of August 15, 2019.
- (3) Executive may revoke this Agreement at any time during the first seven (7) days following the execution of this Agreement, and this Agreement shall not be effective or enforceable until the seven-day period has expired. Executive may revoke this Agreement by notifying the Company's General Counsel of the Company at General.Counsel@pdl.com, or otherwise in writing, prior to the expiration of the 7-day period. The Effective Date of this Agreement will be the eighth (8th) day after Executive signs the Agreement, provided he has not revoked the Agreement within the seven (7) day revocation period (the "Effective Date of this Agreement").
- (4) Executive acknowledges and agrees that the consideration provided in this Agreement is in addition to anything of value that Executive would otherwise be entitled to receive from the Company and constitutes valid consideration in exchange for the releases set forth in this Agreement.

Executive understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.) that may arise after the date of this Agreement is executed are not waived.

- e. Nothing in this Release prevents Executive from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the EEOC, the National Labor Relations Board, the Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws, including providing documents or other information, or prevents Executive from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other Executives, although by signing this Release, Executive is waiving the right to recover any individual relief (including back pay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Executive or on his behalf by any third party, except for any right Executive may have to receive a payment from a government agency (and not the Company) for information provided to the government agency.

14. **Miscellaneous Acknowledgments by Executive.** Executive understands and agrees that he:

- a. Has had a reasonable opportunity to consider this Agreement before executing it.
- b. Has carefully read and fully understands all of the provisions of this Agreement.
- c. Is, through this Agreement, releasing the Company from any and all claims Executive may have against the Company.
- d. Knowingly and voluntarily agrees to all of the terms set forth in this Agreement.
- e. Knowingly and voluntarily intends to be legally bound by the same.
- f. Was advised and hereby is advised in writing to consider the terms of this Agreement and

consult with an attorney of his choice prior to executing this Agreement.

15. **Assignment.** This Agreement shall be binding upon the Parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said Parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. Executive expressly warrants that he has not transferred to any person or entity any rights, causes of action, or claims released in this Agreement.
16. **General Provisions.** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto. Additionally, this Agreement shall be governed by the laws of the State of Nevada. This Agreement (including Attachments A and B), and the Consulting Agreement between Executive and the Company with an effective date of August 15, 2019 (attached hereto and incorporated as **Attachment C**), shall constitute the complete and total agreement between the Company and Executive. Executive represents that he is not relying on any other agreements or oral representations not fully referenced herein and attached to the Agreement. Executive agrees that this Agreement shall not be modified, altered, or discharged except by written instrument signed by an authorized Company representative and Executive. The headings in this Agreement are for reference only, and shall not in any way affect the meaning or interpretation of this Agreement. Executive further agrees that this Agreement may be used as evidence in a subsequent proceeding in which the Company or Executive alleges a breach of this Agreement or as a complete defense to any lawsuit. Other than this exception, Executive agrees that this Agreement will not be introduced as evidence in any legal or administrative proceeding or in any lawsuit unless required by law.
17. **Enforceability.** Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
18. **Complete Agreement.** This Agreement (including Attachments A, B and C), supersedes all prior agreements entered into between the Parties. The Parties represent that they are not relying on anything not contained in this Agreement.
19. **Execution.** To be valid, within 21 days of Executive's receipt of this Agreement, he must place his initials in the lower-right hand corner of each page, sign and date it at its end, then send an electronic executed copy to Chris Stone at Chris.Stone@pdl.com. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of the Agreement.
20. **IRS Code Section 409A.** This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A) which establishes personal tax and penalty liability for certain deferred compensation, or an exemption thereunder, and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, all payments and benefits provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service, as a short-term deferral, or as a settlement payment pursuant to a bona fide legal dispute shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, any installment

payments provided under this Agreement shall each be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. To the extent that this Agreement or any plan, program or award of the Company in which Executive participates or which has been or is granted by the Company to the Executive, as applicable, is subject to Section 409A, the Company and the Executive agree to cooperate and work together in good faith to timely amend each such plan, program or award to comply with Section 409A.

21. **Agreement Is Knowing and Voluntary.** Executive understands and agrees that Executive:

- a. has had a reasonable time within which to consider this Agreement before executing it;
- b. has carefully read and fully understands all of the provisions of this Agreement;
- c. knowingly and voluntarily agrees to all of the terms set forth in this Agreement; and
- d. knowingly and voluntarily intends to be legally bound by the same.

THE UNDERSIGNED STATE THAT THEY HAVE CAREFULLY READ THE AGREEMENT, KNOW, UNDERSTAND, ACCEPT AND AGREE TO ITS CONTENTS.

WHEREFORE, the Parties have read all of the foregoing, understand the same and agree to all of the provisions contained herein.

EXECUTIVE

Dated: August 16, 2019 By: /s/ Peter Garcia

Peter Garcia

PDL BIOPHARMA, INC.

Dated: August 16, 2019 By: /s/ Dominique Monnet
Dominique Monnet, Chief Executive Officer

ATTACHMENT A

**Agreement Regarding Confidential Information, Conflict of
Interest, and Intellectual Property**

ATTACHMENT B

Indemnification Agreement

ATTACHMENT C

Consulting Agreement